

# Volume 1 of 3 Project Manual

Renovations to Physical Plant Naugatuck Valley Community College 750 Chase Parkway Waterbury, CT Project No.: BI-CTC-500

> Prepared By: BVH Integrated Services, P.C. 206 West Newberry Road Bloomfield, CT 06002

**Melody A. Currey - Commissioner** 

State of Connecticut
Department of Administrative Services
Construction Services
Office of Legal Affairs, Policy, and Procurement
450 Columbus Boulevard, Suite 1302
Hartford, CT 06103

Project Manual Date: March 16, 2018

**Project Title:** Renovations to Physical Plant **Project Location:** Naugatuck Valley Community College BI-CTC-500 **Project Number:** Architect/Engineer: BVH Integrated Services, PC, 206 West Newberry Road, Bloomfield, CT 06002 SEALS, SIGNATURES, AND DATES OF DESIGN PROFESSIONALS OF RECORD Architect Professional Civil Engineer Certification: Professional Certification: I hereby certify that these I hereby certify that these documents were prepared documents were prepared or or approved by me and that approved by me and that I I am a duly registered am a duly registered Architect. Professional Engineer. (Print Consultant Name) (Print Consultant Name) License No. License No. ature) (Seal and Signature) Expiration Date **Expiration Date** Structural Engineer **Electrical Engineer** WHITE COMP Professional Certification: Professional Certification: I hereby certify that these I hereby certify that these documents were prepared documents were prepared or or approved by me and that approved by me and that I am a duly registered am a duly registered Professional Engineer. Professional Engineer. Tregottivan De MARK ALLYN (Print Consultant Name) (Print Consultant Name) SO/ONAL ENG 22611 17928 (Seal and Signature) License No. icense No. 2019 31/2019 (Seal and Signature) **Expiration Date Expiration Date** OF CONNECTION H. VAN. TOTAL Mechanical Engineer Fire-Protection Engineer **Professional Certification:** Professional Certification: I hereby certify that these I hereby certify that these documents were prepared documents were prepared or or approved by me and that am a duly registered approved by me and that I I am a duly registered Professional Engineer. Professional Engineer. Gregory H Van Heuse GREGOTH Van Deusen (Print Consultant Name) Print Consultant Name) SONAL ENG WWW. Elemin 7928 License No. License No. 2019 2019 (Seal and Signature) (Seal and Signature) Expiration Date Expiration Date

> End of Section 00 01 07 Seals Page

## **VOLUME One of Three**

Section No.	Title	Page Count	Not Used
00 01 01	Title Page (Volume One)	1	
00 01 07	Seals Page	1	
00 01 10	Table of Contents	9	
00 01 15	List of Drawing Sheets	3	
00 11 16	Invitation to Bid	3	
00 21 13	Instructions To Bidders	16	
00 25 13	Pre-Bid Meeting Agenda	3	
00 30 00	General Statements for Available Information	3	
	00 30 10 General Statement for Existing Conditions Survey		
	00 30 20 General Statement for Environmental Assessment	Information	$\boxtimes$
	00 30 30 General Statement for Hazardous Building Material Inventory	ls Inspection and	
	00 30 40 General Statement for Subsurface Geotechnical Re	eport	$\boxtimes$
	00 30 50 General Statement for Elevator Agreement		$\boxtimes$
	00 30 60 General Statement for FM Global Checklist for Roo	ofing Systems	
00 40 14	Certificate (of Authority)	2	
00 40 15	CT DAS Contractor Prequalification Forms	4	
00 41 00	Bid Proposal Form	9	
00 41 10	Bid Package Submittal Requirements	4	
00 43 16	Standard Bid Bond	1	
00 45 14	General Contractor Bidder's Qualification Statement	7	
00 45 15	Objective Criteria Established for Evaluating Qualifications of Bidd	ders 3	
00 45 17	Named Subcontractor Bidder's Qualification Statement	7	
00 52 03	Contract	3	
00 52 73	Subcontract Agreement Form	3	
00 62 16	Certificate of Insurance	1	
	00 62 16.1 Asbestos Attachment to Acord Form	1	
00 72 13	General Conditions of the Contract for Construction – For Design-	Bid-Build 25	
	00 72 13.1 Supplementary Conditions	2	
00 73 27	Set-Aside Contractor Schedule – SAMPLE	1	
00 73 38	CHRO Contract Compliance Regulations	7	
00 73 44	Prevailing Wage Rates/Contractor's Wage Certification/Payroll Cer	tification 35	
00 73 63	CT DOC Security Requirements	3	$\boxtimes$
00 92 10	Additional Forms To be Submitted After Bond Commission Fundin	ng Approval 7	
00 92 30	Procedures Regarding Taxation for Nonresident General/Prime Co Subcontractors	ntractor and 2	

## VOLUME One of Three (continued)

#### **DIVISION 01 GENERAL REQUIREMENTS** Not **Page** Section No. Title Count Used 01 11 00 **Summary of Work** 01 20 00 **Contract Considerations** 5 01 23 13 Supplemental Bids 2 01 25 00 **Substitution Procedures** 5 **Contract Modification Procedures** 4 01 26 00 **Progress Payment Procedures** 5 01 29 76 П 01 31 00 **Project Management and Coordination** 5 01 31 19 4 **Project Meetings** 01 32 16 **Construction Progress Schedules** $\boxtimes$ 01 32 16.13 **CPM Schedules** 13 01 32 33 **Photographic Documentation** 2 П 01 33 00 **Submittal Procedures** 8 01 35 16 **Alteration Project Procedures** 5 12 **Government Safety Requirements** 01 35 26 **Reference Standards & Definitions** 01 42 20 3 01 45 00 **Quality Control** 5 01 45 23.13 Testing for Indoor Air Quality, Baseline Indoor Air Quality, and Materials $\boxtimes$ 01 50 00 **Temporary Facilities & Controls** 9 01 57 30 **Indoor Environmental Control** $\boxtimes$ 01 57 40 **Construction Indoor Air Quality Management Plan** $\bowtie$ 3 01 60 00 **Product Requirements** 01 71 23 $\boxtimes$ **Field Engineering** 01 73 29 4 **Cutting and Patching** 01 74 19 **Construction Waste Management & Disposal** 5 01 75 00 Starting & Adjusting 2 01 77 00 **Closeout Procedures** 5 01 78 23 **Operation & Maintenance Data** 5 П 01 78 30 **Warranties & Bonds** 4 01 80 13 **Sustainable Design Requirements** $\boxtimes$ 01 91 00 22 **Building Commissioning Requirements**

## **VOLUME One of Three** (continued)

	TECHNICAL SPECIFICATIONS	
DIVISION 02	EXISTING CONDITIONS	Not Used □
Section No.	Title	Page Count
02 41 19	Selective Demolition	7
02 82 13	Asbestos Abatement & Attachment	17
DIVISION 03	CONCRETE	Not Used □
Section No.	Title	Page Count
03 30 00	Cast-In-Place Concrete	18
DIVISION 04	MASONRY	Not Used □
Section No.	Title	Page Count
04 01 20.63	Brick Masonry Repair	8
04 22 00	Concrete Unit Masonry	11
DIVISION 05	METALS	Not Used □
Section No.	Title	Page Count
05 12 00	Structural Steel Framing	10
05 31 00	Steel Decking	5
05 40 00	Cold-Formed Metal Framing	7
05 51 19	Metal Grating Stairs and Railings	9
DIVISION 06	WOOD, PLASTICS AND COMPOSITES	Not Used ⊠
Section No.	Title	Page Count
DIVISION 07	THERMAL AND MOISTURE PROTECTION	Not Used □
Section No.	Title	Page Count
07 42 13.19	Insulated Metal Wall Panels	9
07 72 00	Roof Accessories	7
-		
07 84 13	Penetration Firestopping	6
07 84 13 07 92 00	Penetration Firestopping  Joint Sealants	<u>6</u> 7

DIVISION 08	OPENINGS	Not Used □
		_
Section No.	Title	Page Count
08 11 13	Hollow Metal Doors and Frames	7
08 31 13	Access Doors and Frames	4
08 71 11	Door Hardware (Descriptive Specification)	10
08 91 19	Fixed Louvers	6
DIVISION 09	FINISHES	Not Used □
Section No.	Title	Page Count
09 22 16	Non-Structural Metal Framing	7
09 29 00	Gypsum Board	8
09 51 23	Acoustical Tile Ceilings	8
09 91 13	Interior and Exterior Painting	7
09 91 13	interior and Exterior Fainting	ı
DIVISION 10	SPECIALTIES	Not Used ⊠
Section No.	Title	Page Count
DIVISION 11	EQUIPMENT	Not Used ⊠
Section No.	Title	Page Count
DIVISION 12	FURNISHINGS	Not Used ⊠
Section No.	Title	Page Count
DIVISION 13	SPECIAL CONSTRUCTION	Not Used ⊠
Section No.	Title	Page Count
DIVISION 14	CONVEYING SYSTEMS	Not Used ⊠
Section No.	Title	Page Count
DIVISION 15	RESERVED	
DIVISION 16	RESERVED	
DIVISION 17	RESERVED	1
2.710101111	:\b\bi\\bi\	

DIVISION 18	RESERVED	
DIVISION 19	RESERVED	
DIVISION 20	RESERVED	
	VOLUME Two of Three	
	DIVISION 00 PROCUREMENT AND CONTRACTING REQUIREMENTS	
Section No.	Title	Page Count
00 01 01	Title Page (Volume Two)	1
DIVISION 21	FIRE SUPPRESSION	Not Used 🗌
Section No.	Title	Page Count
21 00 10	General Conditions for Fire Suppression	17
21 05 17	Sleeves and Sleeve Seals for Fire-Suppression	5
21 05 18	Escutcheons for Fire-Suppression Piping	2
21 05 23	General-Duty Valves for Fire Protection Piping	8
21 05 29	Hangers and Supports for Fire Suppression Piping and Equipment	8
21 05 53	Identification for Fire-Suppression Piping and Equipment	6
21 13 13	Wet-Pipe Sprinkler Systems	10
21 13 16	Dry-Pipe Sprinkler Systems	11
<del>-</del>		
DIVISION 22	PLUMBING	Not Used □
		.101 0000 🗀
Section No.	Title	
Section No. 22 00 10	Title  General Conditions for Plumbing	Page Count
	General Conditions for Plumbing Common Motor Requirements for Plumbing Equipment	Page Count
22 00 10 22 05 13 22 05 16	General Conditions for Plumbing Common Motor Requirements for Plumbing Equipment Expansion Fittings and Loops for Plumbing Piping	Page Count
22 00 10 22 05 13 22 05 16 22 05 17	General Conditions for Plumbing Common Motor Requirements for Plumbing Equipment Expansion Fittings and Loops for Plumbing Piping Sleeves and Sleeve Seals for Plumbing Piping	Page Count 17 4 7 4
22 00 10 22 05 13 22 05 16 22 05 17 22 05 18	General Conditions for Plumbing Common Motor Requirements for Plumbing Equipment Expansion Fittings and Loops for Plumbing Piping Sleeves and Sleeve Seals for Plumbing Piping Escutcheons for Plumbing Piping	Page Count 17 4 7 4 2
22 00 10 22 05 13 22 05 16 22 05 17 22 05 18 22 05 19	General Conditions for Plumbing Common Motor Requirements for Plumbing Equipment Expansion Fittings and Loops for Plumbing Piping Sleeves and Sleeve Seals for Plumbing Piping Escutcheons for Plumbing Piping Meters and Gages for Plumbing Piping	Page Count 17 4 7 4 2 6
22 00 10 22 05 13 22 05 16 22 05 17 22 05 18 22 05 19 22 05 23	General Conditions for Plumbing Common Motor Requirements for Plumbing Equipment Expansion Fittings and Loops for Plumbing Piping Sleeves and Sleeve Seals for Plumbing Piping Escutcheons for Plumbing Piping Meters and Gages for Plumbing Piping General-Duty Valves for Plumbing Piping	Page Count 17 4 7 4 2 6 8
22 00 10 22 05 13 22 05 16 22 05 17 22 05 18 22 05 19 22 05 23 22 05 29	General Conditions for Plumbing Common Motor Requirements for Plumbing Equipment Expansion Fittings and Loops for Plumbing Piping Sleeves and Sleeve Seals for Plumbing Piping Escutcheons for Plumbing Piping Meters and Gages for Plumbing Piping General-Duty Valves for Plumbing Piping Hangers and Supports for Plumbing Piping and Equipment	Page Count 17 4 7 4 2 6 8 10
22 00 10 22 05 13 22 05 16 22 05 17 22 05 18 22 05 19 22 05 23 22 05 29 22 05 53	General Conditions for Plumbing Common Motor Requirements for Plumbing Equipment Expansion Fittings and Loops for Plumbing Piping Sleeves and Sleeve Seals for Plumbing Piping Escutcheons for Plumbing Piping Meters and Gages for Plumbing Piping General-Duty Valves for Plumbing Piping Hangers and Supports for Plumbing Piping and Equipment Identification for Plumbing Piping and Equipment	Page Count 17 4 7 4 2 6 8 10 7
22 00 10 22 05 13 22 05 16 22 05 17 22 05 18 22 05 19 22 05 23 22 05 29 22 05 53 22 07 19	General Conditions for Plumbing Common Motor Requirements for Plumbing Equipment Expansion Fittings and Loops for Plumbing Piping Sleeves and Sleeve Seals for Plumbing Piping Escutcheons for Plumbing Piping Meters and Gages for Plumbing Piping General-Duty Valves for Plumbing Piping Hangers and Supports for Plumbing Piping and Equipment Identification for Plumbing Piping and Equipment Plumbing Piping Insulation	Page Count 17 4 7 4 2 6 8 10 7 15
22 00 10 22 05 13 22 05 16 22 05 17 22 05 18 22 05 19 22 05 23 22 05 29 22 05 53 22 07 19 22 11 16	General Conditions for Plumbing Common Motor Requirements for Plumbing Equipment Expansion Fittings and Loops for Plumbing Piping Sleeves and Sleeve Seals for Plumbing Piping Escutcheons for Plumbing Piping Meters and Gages for Plumbing Piping General-Duty Valves for Plumbing Piping Hangers and Supports for Plumbing Piping and Equipment Identification for Plumbing Piping and Equipment Plumbing Piping Insulation Domestic Water Piping	Page Count 17 4 7 4 2 6 8 10 7 15
22 00 10 22 05 13 22 05 16 22 05 17 22 05 18 22 05 19 22 05 23 22 05 29 22 05 53 22 07 19 22 11 16 22 11 19	General Conditions for Plumbing Common Motor Requirements for Plumbing Equipment Expansion Fittings and Loops for Plumbing Piping Sleeves and Sleeve Seals for Plumbing Piping Escutcheons for Plumbing Piping Meters and Gages for Plumbing Piping General-Duty Valves for Plumbing Piping Hangers and Supports for Plumbing Piping and Equipment Identification for Plumbing Piping and Equipment Plumbing Piping Insulation Domestic Water Piping Domestic Water Piping Specialties	Page Count 17 4 7 4 2 6 8 10 7 15 11
22 00 10 22 05 13 22 05 16 22 05 17 22 05 18 22 05 19 22 05 23 22 05 29 22 05 53 22 07 19 22 11 16 22 11 19 22 11 23	General Conditions for Plumbing Common Motor Requirements for Plumbing Equipment Expansion Fittings and Loops for Plumbing Piping Sleeves and Sleeve Seals for Plumbing Piping Escutcheons for Plumbing Piping Meters and Gages for Plumbing Piping General-Duty Valves for Plumbing Piping Hangers and Supports for Plumbing Piping and Equipment Identification for Plumbing Piping and Equipment Plumbing Piping Insulation Domestic Water Piping Domestic Water Pumps	Page Count 17 4 7 4 2 6 8 10 7 15
22 00 10 22 05 13 22 05 16 22 05 17 22 05 18 22 05 19 22 05 23 22 05 29 22 05 53 22 07 19 22 11 16 22 11 19	General Conditions for Plumbing Common Motor Requirements for Plumbing Equipment Expansion Fittings and Loops for Plumbing Piping Sleeves and Sleeve Seals for Plumbing Piping Escutcheons for Plumbing Piping Meters and Gages for Plumbing Piping General-Duty Valves for Plumbing Piping Hangers and Supports for Plumbing Piping and Equipment Identification for Plumbing Piping and Equipment Plumbing Piping Insulation Domestic Water Piping Domestic Water Piping Specialties Domestic Water Pumps Sanitary Waste and Vent Piping	Page Count 17 4 7 4 2 6 8 10 7 15 11 6 4
22 00 10 22 05 13 22 05 16 22 05 17 22 05 18 22 05 19 22 05 23 22 05 29 22 05 53 22 07 19 22 11 16 22 11 19 22 11 23 22 13 16 22 13 19	General Conditions for Plumbing Common Motor Requirements for Plumbing Equipment Expansion Fittings and Loops for Plumbing Piping Sleeves and Sleeve Seals for Plumbing Piping Escutcheons for Plumbing Piping Meters and Gages for Plumbing Piping General-Duty Valves for Plumbing Piping Hangers and Supports for Plumbing Piping and Equipment Identification for Plumbing Piping and Equipment Plumbing Piping Insulation Domestic Water Piping Domestic Water Pumps	Page Count  17  4  7  4  2  6  8  10  7  15  11  6  4  8
22 00 10 22 05 13 22 05 16 22 05 17 22 05 18 22 05 19 22 05 23 22 05 29 22 05 53 22 07 19 22 11 16 22 11 19 22 11 23 22 13 16	General Conditions for Plumbing Common Motor Requirements for Plumbing Equipment Expansion Fittings and Loops for Plumbing Piping Sleeves and Sleeve Seals for Plumbing Piping Escutcheons for Plumbing Piping Meters and Gages for Plumbing Piping General-Duty Valves for Plumbing Piping Hangers and Supports for Plumbing Piping and Equipment Identification for Plumbing Piping and Equipment Plumbing Piping Insulation Domestic Water Piping Domestic Water Piping Specialties Domestic Water Pumps Sanitary Waste and Vent Piping Sanitary Waste Piping Specialties Sanitary Drains Electric, Domestic-Water Heaters	Page Count 17 4 7 4 2 6 8 10 7 15 11 6 4 8 7
22 00 10 22 05 13 22 05 16 22 05 17 22 05 18 22 05 19 22 05 23 22 05 29 22 05 53 22 07 19 22 11 16 22 11 19 22 11 23 22 13 16 22 13 19 22 13 19.13	General Conditions for Plumbing Common Motor Requirements for Plumbing Equipment Expansion Fittings and Loops for Plumbing Piping Sleeves and Sleeve Seals for Plumbing Piping Escutcheons for Plumbing Piping Meters and Gages for Plumbing Piping General-Duty Valves for Plumbing Piping Hangers and Supports for Plumbing Piping and Equipment Identification for Plumbing Piping and Equipment Plumbing Piping Insulation Domestic Water Piping Domestic Water Piping Specialties Domestic Water Pumps Sanitary Waste and Vent Piping Sanitary Waste Piping Specialties Sanitary Drains	Page Count 17 4 7 4 2 6 8 10 7 15 11 6 4 8 7 2
22 00 10 22 05 13 22 05 16 22 05 17 22 05 18 22 05 19 22 05 23 22 05 29 22 05 53 22 07 19 22 11 16 22 11 19 22 11 23 22 13 16 22 13 19 22 13 19.13 22 33 00	General Conditions for Plumbing Common Motor Requirements for Plumbing Equipment Expansion Fittings and Loops for Plumbing Piping Sleeves and Sleeve Seals for Plumbing Piping Escutcheons for Plumbing Piping Meters and Gages for Plumbing Piping General-Duty Valves for Plumbing Piping Hangers and Supports for Plumbing Piping and Equipment Identification for Plumbing Piping and Equipment Plumbing Piping Insulation Domestic Water Piping Domestic Water Piping Specialties Domestic Water Pumps Sanitary Waste and Vent Piping Sanitary Waste Piping Specialties Sanitary Drains Electric, Domestic-Water Heaters	Page Count 17 4 7 4 2 6 8 10 7 15 11 6 4 8 7 2 7
22 00 10 22 05 13 22 05 16 22 05 17 22 05 18 22 05 19 22 05 23 22 05 29 22 05 53 22 07 19 22 11 16 22 11 19 22 11 23 22 13 16 22 13 19 22 13 19.13 22 33 00	General Conditions for Plumbing Common Motor Requirements for Plumbing Equipment Expansion Fittings and Loops for Plumbing Piping Sleeves and Sleeve Seals for Plumbing Piping Escutcheons for Plumbing Piping Meters and Gages for Plumbing Piping General-Duty Valves for Plumbing Piping Hangers and Supports for Plumbing Piping and Equipment Identification for Plumbing Piping and Equipment Plumbing Piping Insulation Domestic Water Piping Domestic Water Piping Specialties Domestic Water Pumps Sanitary Waste and Vent Piping Sanitary Waste Piping Specialties Sanitary Drains Electric, Domestic-Water Heaters	Page Count 17 4 7 4 2 6 8 10 7 15 11 6 4 8 7 2 7
22 00 10 22 05 13 22 05 16 22 05 17 22 05 18 22 05 19 22 05 23 22 05 29 22 05 53 22 07 19 22 11 16 22 11 19 22 11 23 22 13 16 22 13 19 22 13 19.13 22 33 00	General Conditions for Plumbing Common Motor Requirements for Plumbing Equipment Expansion Fittings and Loops for Plumbing Piping Sleeves and Sleeve Seals for Plumbing Piping Escutcheons for Plumbing Piping Meters and Gages for Plumbing Piping General-Duty Valves for Plumbing Piping Hangers and Supports for Plumbing Piping and Equipment Identification for Plumbing Piping and Equipment Plumbing Piping Insulation Domestic Water Piping Domestic Water Piping Specialties Domestic Water Pumps Sanitary Waste and Vent Piping Sanitary Waste Piping Specialties Sanitary Drains Electric, Domestic-Water Heaters	Page Count 17 4 7 4 2 6 8 10 7 15 11 6 4 8 7 2 7
22 00 10 22 05 13 22 05 16 22 05 17 22 05 18 22 05 19 22 05 23 22 05 29 22 05 53 22 07 19 22 11 16 22 11 19 22 11 23 22 13 16 22 13 19 22 13 19.13 22 33 00 22 34 00	General Conditions for Plumbing Common Motor Requirements for Plumbing Equipment Expansion Fittings and Loops for Plumbing Piping Sleeves and Sleeve Seals for Plumbing Piping Escutcheons for Plumbing Piping Meters and Gages for Plumbing Piping General-Duty Valves for Plumbing Piping Hangers and Supports for Plumbing Piping and Equipment Identification for Plumbing Piping and Equipment Plumbing Piping Insulation Domestic Water Piping Domestic Water Piping Specialties Domestic Water Pumps Sanitary Waste and Vent Piping Sanitary Waste Piping Specialties Sanitary Drains Electric, Domestic-Water Heaters Fuel-Fired Domestic Water Heaters	Page Count  17  4  7  4  2  6  8  10  7  15  11  6  4  8  7  2  7  Not Used   Not Used
22 00 10 22 05 13 22 05 16 22 05 17 22 05 18 22 05 19 22 05 23 22 05 29 22 05 53 22 07 19 22 11 16 22 11 19 22 11 23 22 13 16 22 13 19 22 13 19.13 22 33 00 22 34 00	General Conditions for Plumbing Common Motor Requirements for Plumbing Equipment Expansion Fittings and Loops for Plumbing Piping Sleeves and Sleeve Seals for Plumbing Piping Escutcheons for Plumbing Piping Meters and Gages for Plumbing Piping General-Duty Valves for Plumbing Piping Hangers and Supports for Plumbing Piping and Equipment Identification for Plumbing Piping and Equipment Plumbing Piping Insulation Domestic Water Piping Domestic Water Piping Specialties Domestic Water Pumps Sanitary Waste and Vent Piping Sanitary Waste Piping Specialties Sanitary Drains Electric, Domestic-Water Heaters Fuel-Fired Domestic Water Heaters Fuel-Fired Domestic Water Heaters	Page Count 17 4 7 4 2 6 8 10 7 15 11 6 4 8 7 2 7
22 00 10 22 05 13 22 05 16 22 05 17 22 05 18 22 05 19 22 05 23 22 05 29 22 05 53 22 07 19 22 11 16 22 11 19 22 13 16 22 13 19 22 13 19 22 33 00 22 34 00  DIVISION 23  Section No.	General Conditions for Plumbing Common Motor Requirements for Plumbing Equipment Expansion Fittings and Loops for Plumbing Piping Sleeves and Sleeve Seals for Plumbing Piping Escutcheons for Plumbing Piping Meters and Gages for Plumbing Piping General-Duty Valves for Plumbing Piping Hangers and Supports for Plumbing Piping and Equipment Identification for Plumbing Piping and Equipment Plumbing Piping Insulation Domestic Water Piping Domestic Water Piping Specialties Domestic Water Pumps Sanitary Waste and Vent Piping Sanitary Waste Piping Specialties Sanitary Drains Electric, Domestic-Water Heaters Fuel-Fired Domestic Water Heaters HEATING, VENTILATING AND AIR CONDITIONING	Page Count  17  4  7  4  2  6  8  10  7  15  11  6  4  8  7  2  7  Not Used  Page Count
22 00 10 22 05 13 22 05 16 22 05 17 22 05 18 22 05 19 22 05 23 22 05 29 22 05 53 22 07 19 22 11 16 22 11 19 22 13 16 22 13 19 22 13 19.13 22 33 00 22 34 00  DIVISION 23  Section No. 23 00 10	General Conditions for Plumbing Common Motor Requirements for Plumbing Equipment Expansion Fittings and Loops for Plumbing Piping Sleeves and Sleeve Seals for Plumbing Piping Escutcheons for Plumbing Piping Meters and Gages for Plumbing Piping General-Duty Valves for Plumbing Piping Hangers and Supports for Plumbing Piping and Equipment Identification for Plumbing Piping and Equipment Plumbing Piping Insulation Domestic Water Piping Domestic Water Piping Sanitary Waste and Vent Piping Sanitary Waste and Vent Piping Sanitary Waste Piping Specialties Sanitary Drains Electric, Domestic-Water Heaters Fuel-Fired Domestic Water Heaters  HEATING, VENTILATING AND AIR CONDITIONING  Title General Conditions for Heating, Ventilating, and Air Conditioning Common Motor Requirements for HVAC Equipment Expansion Fittings and Loops for HVAC Piping	Page Count  17  4  7  4  2  6  8  10  7  15  11  6  4  8  7  2  7  Not Used   Page Count  18  4  7
22 00 10 22 05 13 22 05 16 22 05 17 22 05 18 22 05 19 22 05 23 22 05 29 22 05 53 22 07 19 22 11 16 22 11 19 22 13 16 22 13 19 22 13 19 22 13 19.13 22 33 00 22 34 00  DIVISION 23  Section No. 23 00 10 23 05 13	General Conditions for Plumbing Common Motor Requirements for Plumbing Equipment Expansion Fittings and Loops for Plumbing Piping Sleeves and Sleeve Seals for Plumbing Piping Escutcheons for Plumbing Piping Meters and Gages for Plumbing Piping General-Duty Valves for Plumbing Piping Hangers and Supports for Plumbing Piping and Equipment Identification for Plumbing Piping and Equipment Plumbing Piping Insulation Domestic Water Piping Domestic Water Piping Sanitary Waste and Vent Piping Sanitary Waste and Vent Piping Sanitary Waste Piping Specialties Sanitary Drains Electric, Domestic-Water Heaters Fuel-Fired Domestic Water Heaters Fuel-Fired Conditions for Heating, Ventilating, and Air Conditioning Common Motor Requirements for HVAC Equipment	Page Count  17  4  7  4  2  6  8  10  7  15  11  6  4  8  7  2  7  Not Used   Page Count  18  4

P	Δ	G	F	6	$\cap$	F	q

23 05 18	Escutcheons for HVAC Piping	2
23 05 19	Gages for HVAC Piping	6
23 05 23	General-Duty Valves for HVAC Piping	13
23 05 29	Hangers and Supports for HVAC Piping and Equipment	10
23 05 48	Vibration and Seismic Controls for HVAC Systems	13
23 05 53	Identification for HVAC Piping and Equipment	9
23 05 93	Testing, Adjusting, and Balancing for HVAC and Domestic Hot Water Recirculation	17
23 07 13	Duct Insulation	16
23 07 16	HVAC Equipment Insulation	14
23 07 19	HVAC Piping Insulation	17
23 09 00	Instrumentation and Control for HVAC	34
23 11 23	Facility Natural-Gas Piping	11
23 21 13	Hydronic Piping	19
23 21 23	Hydronic Pumps	5
23 31 13	Metal Ducts	15
23 33 00	Air Duct Accessories	8
23 34 23	HVAC Power Ventilators	5
23 37 13	Diffusers, Registers, and Grilles	3
23 51 00	Breechings, Chimneys, and Stacks	4
23 52 16	Condensing Boilers	7
23 57 00	Heat Exchangers for HVAC	3
23 64 16	Centrifugal Water Chillers	22

DIVISION 24	RESERVED
-------------	----------

DIVISION 25	INTEGRATED AUTOMATION	Not Used ⊠
Section No.	Title	Page Count

DIVISION 26	ELECTRICAL	Not Used □
Section No.	Title	Page Count
26 00 10	General Conditions for Electrical	17
26 05 19	Low-Voltage Electrical Power Conductors and Cables	5
26 05 23	Control-Voltage Electrical Power Cables	10
26 05 26	Grounding and Bonding for Electrical Systems	5
26 05 29	Hangers and Supports for Electrical Systems	5
26 05 33	Raceways and Boxes for Electrical Systems	8
26 05 44	Sleeves and Sleeve Seals for Electrical Raceways and Cabling	4
26 05 48	Vibration and Seismic Controls for Electrical Systems	7
26 05 53	Identification for Electrical Systems	7
26 05 73	Protective Device Coordination Study	6
26 11 16	Modifications to Existing Secondary Unit Substation	3
26 22 00	Low-Voltage Transformers	5
26 24 13	Switchboards	11
26 24 16	Panelboards	9
26 27 26	Wiring Devices	7
26 28 13	Fuses	3
26 28 16	Enclosed Switches and Circuit Breakers	6
26 29 13	Enclosed Controllers	9
26 29 23	Variable-Frequency Motor Controllers	16
26 36 00	Transfer Switches	8
26 51 19	LED Interior Lighting	8
26 52 13	Emergency and Exit Lighting	6

DIVISION 27	COMMUNICATIONS	Not Used ⊠
Section No.	Title	Page Count
DIVISION 28	ELECTRONIC SAFETY AND SECURITY	Not Used □
Section No.	Title	Page Count
28 00 10	General Conditions for Electronic Safety and Security	18
28 05 14 28 44 00	Conductors and Cables for Fire Alarm  Refrigerant Detection and Alarm	6
28 46 21.11	Addressable Fire-Alarm Systems	
		••
DIVISION 29	RESERVED	
DIVISION 30	RESERVED	
		_
DIVISION 31	EARTHWORK	Not Used 🗌
Section No.	Title	Page Count
31 20 01	Building Excavation and Backfill	15
DIVISION 32	EXTERIOR IMPROVEMENTS	Not Used ⊠
Section No.	Title	Page Count
DIVISION 33	UTILITIES	Not Used ⊠
Section No.	Title	Page Count
		- a <b>g</b> o ocamo
DIVISION 34	TRANSPORTATION	Not Used ⊠
Section No.	Title	Page Count
		<u> </u>
DIVISION 35	WATERWAYS AND MARINE	Not Used ⊠
Section No.	Title	Page Count
		_
DIVISION 36	RESERVED	
DIVISION 37	RESERVED	
DIAIOION 21	I/FOFI/AED	

DIVISION 38	RESERVED	
DIVISION 39	RESERVED	
DIVISION 40	PROCESS INTEGRATION	Not Used ⊠
Section No.	Title	Page Count
DIVISION 41	MATERIAL PROCESSING	Not Used ⊠
Section No.	Title	Page Count
	_	-
DIVISION 42	PROCESS HEATING, COOLING, AND DRYING	Not Used ⊠
Section No.	Title	Page Count
DIVISION 43	PROCESS GAS AND LIQUID HANDLING, PURIFICATION, AND STORAGE EQUIPMENT	Not Used ⊠
Section No.	Title	Page Count
DIVISION 44	POLLUTION CONTROL EQUIPMENT	Not Used ⊠
Section No.	Title	Page Count
DIVISION 45	INDUSTRY SPECIFIC MANUFACTURING EQUIPMENT	Not Used ⊠
Section No.	Title	Page Count
DIVISION 46	RESERVED	
DIVISION 47	RESERVED	
DIVISION 48	RESERVED	
DIVISION 49	RESERVED	

## **VOLUME Three of Three**

	DIVISION 00 PROCUREMENT AND CONTRACTING REQUIREM	IENTS	
Section No.	Title		Page Cou
00 01 01	Title Page (Volume Three)		1
DIVISION 50	PROJECT-SPECIFIC AVAILABLE INFORMATION	Page Count	Not Used
50 10 00	Existing Conditions Survey		$\boxtimes$
50 20 00	Environmental Assessment Information		$\boxtimes$
50 30 00	Hazardous Building Materials Inspection and Inventory	186	
50 40 00	Subsurface Geotechnical Report		$\boxtimes$
50 50 00	Elevator Agreement		$\boxtimes$
50 60 00	FM Global Checklist For Roofing Systems	3	
50 60 01	FM Global Checklist For Boiler Installer	2	П

## 00 01 10 Table of Contents

	List of Drawing Sheets					
Sheet No.	Title					
G-000	DRAWING LIST					
GI-100	CODE INFORMATION					
S-001	GENERAL NOTES AND ABBREVIATIONS					
S-100	NEW EXTERIOR STAIR FDN AND FLOOR PLAN					
S-101	NEW EXTERIOR STAIR DETAILS					
S-102	NEW EXTERIOR STAIR DETAILS					
S-200	NEW STACK ENCLOSURE - PLANS & DETAILS					
S-201	NEW STACK ENCLOSURE DETAILS					
S-202	NEW STACK ENCLOSURE DETAILS					
G-101.C1	CORE LEVEL 1 PLAN - DEMOLITION					
G-101.C2	CORE LEVEL 1 PLAN - NEW					
G-102.C	CORE LEVEL 2 PLANS - DEMOLITION AND NEW					
G-101.S	STUDENT CENTER LEVEL 1 PIPE TUNNEL PLAN - NEW					
G-102.S	STUDENT CENTER LEVEL 2 PIPE TUNNEL PLAN - DEMO & NEW					
G-103.S	STUDENT CENTER LEVEL 3 PLANS - DEMOLITION AND NEW					
G-104.S	STUDENT CENTER LEVEL 4 RCP PLANS - DEMOLITION AND NEW					
G-105.S	STUDENT CENTER LEVEL 5+6 RCP & PLAN - DEMOLITION AND NEW					
G-106.S2	STUDENT CENTER LEVEL 6 PLAN - NEW					
G-105.A	FINE ARTS LEVEL 5 RCP PLANS - DEMOLITION AND NEW					
G-105.A3	FINE ARTS LEVEL 5 PLAN - NEW					
G-105.L1	LEARNING RESOURCE CENTER LEVEL 5 PLAN -NEW					
G-105.L2	LEARNING RESOURCE CENTER LEVEL 5 RCP PLANS - DEMOLITION AND NEW					
G-101.E1	EKSTROM HALL LEVEL 1 MECHANICAL ROOM E10 PLANS - DEMOLITION AND NEW					
G-102.E	EKSTROM HALL LEVEL 2 UNDERPASS RCP PLANS - DEMOLITION AND NEW					
G-105.T	TECHNOLOGY HALL LEVEL 5 PLAN - NEW TECHNOLOGY HALL LEVEL 6 ROOF PLAN - NEW					
G-106.T G-200	DETAILS					
G-200	DETAILS					
FP-010	FIRE PROTECTION GENERAL NOTES, ABBREVIATIONS, AND SYMBOL LISTS					
FP-101.C1	CORE LEVEL 1 FIRE PROTECTION PLAN - DEMOLITION					
FP-105.S1	STUDENT CENTER LEVEL 5 FIRE PROTECTION PLAN					
FP-103.A	FINE ARTS LEVEL 3 FIRE PROTECTION PLANS - DEMOLITION AND NEW					
FP-104.A	FINE ARTS LEVEL 4 FIRE PROTECTION PLANS - DEMOLITION AND NEW					
FP-105.A3	FINE ARTS LEVEL 5 FIRE PROTECTION PLANS					
FP-102.E	EKSTROM HALL LEVEL 2 FIRE PROTECTION PLANS - DEMOLITION AND NEW					
FP-103.L	LEARNING RESOURCE CENTER LEVEL 3 FIRE PROTECTION PLANS - DEMOLITION AND NEW					
FP-104.L	LEARNING RESOURCE CENTER LEVEL 4 FIRE PROTECTION PLANS - DEMOLITION AND NEW					
FP-105.L	LEARNING RESOURCE CENTER LEVEL 5 FIRE PROTECTION PLANS - DEMOLITION AND NEW					
P-010	PLUMBING GENERAL NOTES, ABBREVIATIONS, AND SYMBOLS LIST					
P-020	PLUMBING SCHEDULES					
P-101.C1	CORE LEVEL 1 PLUMBING PLAN - DEMOLITION					
P-101.C2	CORE LEVEL 1 PLUMBING PLAN - NEW					
P-101.S2	STUDENT CENTER LEVEL 1 PLUMBING PIPE TUNNEL PLANS					
P-104.S1	STUDENT CENTER LEVEL 4 PLUMBING PLANS - DEMOLITION					
P-104.S2	STUDENT CENTER LEVEL 4 PLUMBING PLANS - NEW					
P-105.S2	STUDENT CENTER LEVEL 5 PLUMBING PLANS - NEW					
P-105.A3	FINE ARTS LEVEL 5 PLUMBING PLANS - DEMOLITION AND NEW					
P-101.E1	EKSTROM HALL LEVEL 1 MECHANICAL ROOM E103 PLUMBING PLANS - DEMOLITION AND NEW					

	List of Drawing Sheets
Sheet No.	Title
P-105.T	TECHNOLOGY HALL LEVEL 5 PLUMBING PLANS - DEMOLITION AND NEW
P-302	DOMESTIC HOT WATER RISER DIAGRAM
P-400	PLUMBING DETAILS
H-010	HVAC GENERAL NOTES, ABBREVIATIONS, AND SYMBOLS LIST
H-020	HVAC SCHEDULES
H-101.C1	CORE LEVEL 1 PIPING PLAN - DEMOLITION
H-101.C2	CORE LEVEL 1 PIPING PLAN - NEW
H-102.C1	CORE LEVEL 2 HVAC PLAN - DEMOLITION
H-102.C2	CORE LEVEL 1 HVAC PLAN - NEW
H-101.S1	STUDENT CENTER LEVEL 1 HVAC CORRIDOR PLANS - DEMOLITION AND NEW
H-102.S1	STUDENT CENTER LEVEL 2 HVAC PIPE TUNNEL PLANS - DEMOLITION AND NEW
H-103.S1	STUDENT CENTER LEVEL 3 HVAC PLAN - DEMOLITION
H-103.S2	STUDENT CENTER LEVEL 3 HVAC PLAN - NEW
H-104.S1	STUDENT CENTER LEVEL 3 HVAC PLANS - DEMOLITION
H-104.S2	STUDENT CENTER LEVEL 3 HVAC PLANS - NEW
H-105.S1	STUDENT CENTER LEVEL 5 HVAC PLANS - DEMOLITION
H-105.S2	STUDENT CENTER LEVEL 5 HVAC PLANS - NEW
H-106.S1	STUDENT CENTER LEVEL 6 HVAC PLANS - DEMOLITION
H-106.S2	STUDENT CENTER LEVEL 6 HVAC PLANS - NEW
H-101.A2	FINE ARTS LEVEL 1 HVAC CORRIDOR PLANS - DEMOLITION AND NEW
H-102.A1	FINE ARTS LEVEL 2 HVAC PIPE TUNNEL PLANS - DEMOLITION AND NEW
H-102.A2	FINE ARTS LEVEL 2 HVAC PIPE TUNNEL PLANS - DEMOLITION AND NEW
H-103.A2 H-104.A2	FINE ARTS LEVEL 3 HVAC PLANS - DEMOLITION AND NEW FINE ARTS LEVEL 4 HVAC PLANS - DEMOLITION AND NEW
H-104.A2	FINE ARTS LEVEL 4 HVAC PLANS - DEMOLITION AND NEW
H-105.A2	FINE ARTS LEVEL 5 HVAC PLANS - DEMOLITION AND NEW
H-103.A3	KINNEY HALL/FINE ARTS LEVEL 2 HVAC PIPE TUNNEL PLANS - DEMOLITION AND NEW
H-104.K	KINNEY HALL LEVEL 4 HVAC PLANS - DEMOLITION AND NEW
H-102.L1	LEARNING RESOURCE CENTER LEVEL 2 HVAC PIPE TUNNEL PLANS - DEMOLITION AND NEW
H-102.L2	LEARNING RESOURCE CENTER LEVEL 2 HVAC PIPE TUNNEL PLANS - DEMOLITION AND NEW
H-102.L3	LEARNING RESOURCE CENTER LEVEL 2 HVAC PIPE TUNNEL PLANS - DEMOLITION AND NEW
H-103.L	LEARNING RESOURCE CENTER LEVEL 3 HVAC PLANS - DEMOLITION AND NEW
H-104.L	LEARNING RESOURCE CENTER LEVEL 4 HVAC PLANS - DEMOLITION AND NEW
H-105.L	LEARNING RESOURCE CENTER LEVEL 5 HVAC PLANS - DEMOLITION AND NEW
H-101.E1	EKSTROM HALL LEVEL 1 MECHANICAL ROOM E103 HVAC PLANS - DEMOLITION AND NEW
H-102.E1	EKSTROM HALL LEVEL 2 MECHANICAL ROOM E203 HVAC PLANS - DEMOLITION AND NEW
H-105.T	TECHNOLOGY HALL LEVEL 5 HVAC PLANS - DEMOLITION AND NEW
H-300	HVAC HOT WATER RISER DIAGRAM-DEMOLITION
H-301	HVAC HOT WATER RISER DIAGRAM - NEW
H-400	HVAC CHILLED WATER RISER DIAGRAM-DEMOLITION
H-401	HVAC CHILLED WATER RISER DIAGRAM - NEW
H-500	BOILER PLANT HOT WATER FLOW DIAGRAM
H-501	BUILDING HOT WATER FLOW DIAGRAMS
H-502	BUILDING HOT WATER FLOW DIAGRAMS
H-503	BUILDING HOT WATER FLOW DIAGRAMS
H-504	CENTRAL CHILLER PLANT FLOW DIAGRAM
H-600	HVAC CONTROLS
H-601	HVAC CONTROLS
H-602	HVAC CONTROLS
H-700	HVAC DETAILS
H-701	HVAC DETAILS
H-702	HVAC BUILDING SECTIONS

PROJECT NO.: BI-CTC-500

	List of Drawing Sheets
Sheet No.	Title
01100011101	10
E-010	ELECTRICAL GENERAL NOTES, ABBREVIATIONS, AND SYMBOLS LIST
E-020	ELECTRICAL SCHEDULES
E-021	EXISTING PANELBOARD SCHEDULES
E-101.C1	CORE LEVEL 1 ELECTRICAL PLAN - DEMOLITION
E-101.C2	CORE LEVEL 1 ELECTRICAL PLAN - NEW
E-102.C1	CORE LEVEL 2 ELECTRICAL PLAN - DEMOLITION
E-102.C2	CORE LEVEL 2 ELECTRICAL PLAN - NEW
E-102.C3	CORE LEVEL 2 ELECTRICAL PLAN - NEW
E-104.S1	STUDENT CENTER LEVEL 4 ELECTRICAL PLANS - DEMOLITION
E-104.S2	STUDENT CENTER LEVEL 4 ELECTRICAL PLANS - NEW
E-105.S1	STUDENT CENTER LEVEL 5 ELECTRICAL PLANS - DEMOLITION
E-105.S2	STUDENT CENTER LEVEL 5 ELECTRICAL PLANS - NEW
E-106.S1	STUDENT CENTER LEVEL 6 ELECTRICAL PLANS - DEMOLITION AND NEW
E-103.A2	FINE ARTS LEVEL 3 ELECTRICAL PLANS
E-105.A2	FINE ARTS LEVEL 5 ELECTRICAL PLANS - DEMOLITION AND NEW
E-105.A3	FINE ARTS LEVEL 5 ELECTRICAL PLANS - DEMOLITION AND NEW
E-104.K	KINNEY HALL LEVEL 4 ELECTRICAL PLANS - DEMOLITION AND NEW
E-105.L	LEARNING RESOURCE CENTER LEVEL 5 ELECTRICAL PLANS - DEMOLITION AND NEW
E-101.E1	EKSTROM HALL LEVEL 1 MECHANICAL ROOM E103 ELECTRICAL PLANS - DEMOLITION AND NEW
E-102.E1	EKSTROM HALL LEVEL 2 MECHANICAL ROOM E203 ELECTRICAL PLANS - DEMOLITION AND NEW
E-103.E	EKSTROM HALL LEVEL 3 MECHANICAL ROOM E300 ELECTRICAL PLANS - NEW
E-105.T	TECHNOLOGY HALL LEVEL 5 ELECTRICAL PLANS - NEW
E-300	ELECTRICAL ONE-LINE DIAGRAM – EXISTING
E-301	ELECTRICAL ONE-LINE DIAGRAM – DEMOLITION
E-302	ELECTRICAL ONE-LINE DIAGRAM – NEW
E-310	FIRE ALARM RISER DIAGRAM
E-400	ELECTRICAL EQUIPMENT DETAILS
E-700	ELECTRICAL DETAILS

End of Section 00 01 15 List of Drawing Sheets



Page 1 of 3

Advertisement No.: 18-11 Advertisement Date: June 29, 2018

#### INVITATION TO BID Connecticut Department of Administrative Services (DAS) Construction Services (CS) Office of Legal Affairs, Policy and Procurement 450 Columbus Blvd, Suite 1302, Hartford, CT 06103-1835 Go to the **DAS website** www.ct.gov/das Find Invitations to Bid on the State Click on "State Contracting Portal"; **Contracting Portal:** Select "Administrative Services, Construction Services"; Select the appropriate Invitation to Bid. Instructions for Follow the instructions in 6001 Construction On-line Bidding Instructions. **On-Line Bidding:** (http://portal.ct.gov/-/media/DAS/Construction-Services/DAS-CS-Library/6000-Series/6001-Construction-On-Line-Bidding-Instructions.pdf) For questions, call 860-713-5794. Date and Time of Time: **PM** August 15 2018 1:00 **Bid Opening:** (Month) (Day) (Year) (ET) This Invitation to Bid is for the following Project: **Construction Costs:** Greater Than \$500,000 **Bidding Limited To:** Contractors Pregualified by DAS for General Building Construction (Group C) Threshold Limits: This Project DOES NOT exceed Threshold Limits. (C.G.S. §29-276b) **Project Title:** Renovations to Physical Plant Naugatuck Valley Community College 750 Chase Parkway **Project Location:** Waterbury, CT BI-CTC-500 **Project Number: Project Description:** Modifications to the College's central heating and cooling plant including the replacement of existing high temperature hot water boilers and steam absorption chillers with new condensing boilers and electric chillers Work Includes But Is Not Selective demolition (cutting and patching), cast-in-place concrete, masonry, structural steel, **Limited To The Following:** miscellaneous metals, metal stairs, rough carpentry, doors & frames, fire stopping, roof repairs, sheet metal, joint systems, plumbing, fire protection, HVAC, BMS work, electrical and fire alarm systems **Date DAS Began Planning** 12/2/2014 Project: **Special Requirements:** N/A **Cost Estimate Range:** \$ 7,069,778. To 7,813.964. July 4, 2018 Date Plans & Specs Ready: Plans and Specs Download: Plans and Specs are available for electronic download on the DAS State Contracting Portal.



Page 2 of 3

Advertisement No.:	18-11	Advertisement Date:	June 29, 2018

Invitation to Bid (continued)					
Contract Time Allowed:	Calendar	Days:	600		
Liquidated Damages:	\$ 1,587.	Per Ca	len	dar Day Beyond Substantial Completion.	
	\$ 1,401.	00	Per Ca	len	dar Day Beyond 90 days After Substantial Completion
Pre-Bid Meeting Date:	July 18, 2	018			
		Bidder	s are <i>str</i>	on	gly encouraged to attend the Pre-Bid Meeting.
	$\boxtimes$	Bidder	s are <i>rec</i>	qui	red to attend a MANDATORY Pre-Bid Meeting.
Pre-Bid Meeting Time:	10:00	⊠ AM		] P	М
Pre-Bid Meeting Location:	Naugatuc	k Valley	Commu	nity	College, 750 Chase Parkway, Waterbury, CT
Pre-Bid Meeting Contact:	DAS/CS I	Project	Manage	r:	Joel Baranowski
		Pł	hone No	.:	860.713.5612
Pre-Bid Meeting Registration:	At the Pre-Bid Meeting, all prospective bidders shall <i>sign</i> his or her name on the <b>official roster</b> and <i>list</i> the name and address of the company he or she represents. For <b>MANDATORY</b> Pre-Bid Meetings, this shall be done no later than the designated <b>start time</b> of the Pre-Bid Meeting. <b>No</b> attendee will be allowed to register <i>after</i> the advertised start time. <b>Bids</b> submitted by contractors who have <i>not properly</i> registered and attended the <b>MANDATORY</b> Pre-Bid Meeting <i>shall be rejected</i> as <b>non-responsive</b> . See <b>Section 00 25 13 Pre-Bid Meeting Agenda</b> for additional details.				
Subcontractor and/or Supplier Small Business Enterprise (SBE) & Minority Business Enterprise (MBE) Set-Aside Requirements:	See 00 41 00 Bid Proposal Form				
Bid Proposal Submission and Other Bid Submittal Requirements:	See Sections 00 21 13 Instructions to Bidders, 00 41 00 Bid Proposal Form, and 00 41 10 Bid Package Submittal Requirements for Bid Proposal submission requirements, including requirements for Affidavits, Certifications, Addenda, Pre-Bid Equals and Substitution Requests, and other bidding documents.				
Bid Upload and Bid Opening:	Bids can be uploaded and edited electronically in BizNet UNTIL 1:00 p.m. on the Bid Opening Date and thereafter shall be locked down and publicly opened in the State Contracting Portal.				
Bid Results:					days after the Bid Opening Date, the Bid Results will acting Portal.
Guide to the Code of Ethics For Current or Potential State Contractors (for contracts greater than \$500,000):	Anyone seeking a contract with a value of more than \$500,000 shall electronically download the "Guide to the Code of Ethics For Current or Potential State Contractors" from the of Office of State Ethics (OSE) website <a href="www.ct.gov/ethics">www.ct.gov/ethics</a> , then click on the "Publications" link:				
Prevailing Wage Rates:	Prevailing wages are required on this project, in accordance with the schedule provided in the bid documents, pursuant to Connecticut General Statutes Section 31-53 (a) through (h), as amended.				
	Each contractor who is awarded a contract on or after October 1, 2002 shall be subject to provisions of the Connecticut General Statutes, Section 31-55a concerning annual adjustments to prevailing wages.				
	Wage Rates will be posted each July 1st on the Department of Labor website <a href="www.ctdol.state.ct.us">www.ctdol.state.ct.us</a> . Such prevailing wage adjustment shall not be considered a matter for any contract amendment.				
To access Executive Orders:	Go to www	w.ct.gov	> Gover	nor	Dannel P. Malloy > Press Room > Executive Orders.



Page 3 of 3

Advertisement No.: 18-11 Advertisement Date: June 29, 2018

## **Invitation to Bid** (continued)

## Important Notices:

#### **UPDATED DOCUMENTS:**

Many **Division 00** and **Division 01** documents have been updated. Read all of the contents of the Project Manual carefully!

All Contractors are cautioned that any modifications or alterations made to either the Project Manual or any of the forms and documents contained herein may be just cause to *reject the bid!* 

#### **NEW PROCESS FOR CONSTRUCTION STORMWATER GENERAL PERMIT:**

See Section 01 50 00 Temporary Facilities and Controls.

For all DAS/CS construction projects disturbing **one or more total acres of land area** on a site regardless of project phasing, the **Architect/Engineer** shall be responsible for filing a Department of Energy and Environmental Protection (DEEP) *General Permit for the Discharge of Stormwater and Dewatering Wastewaters from Construction Activities (DEEP-WPED-GP-015)* registration and Stormwater Pollution Control Plan (SPCP) through the online DEEP ezFile Portal **prior** to bidding.

Once the **Contractor** is under contract with DAS/CS, and *prior* to the commencement of any construction activities, the Contractor (and all other contractors and subcontractors listed on the SPCP) shall assume responsibility for storm water pollution control and conform to the general permit obligations and requirements by **signing** the SPCP "Contractor Certification Statement" and License Transfer Form as directed by the Architect/Engineer.

At completion of the project, the Contractor shall file a Notice of Termination (DEP-PED-NOT-015) with the DEEP in order to terminate the Construction Stormwater General Permit. A project shall *only* be considered complete after all **post-construction** measures are installed, cleaned, and functioning and the site has been stabilized for at least **three (3) months** following the cessation of construction activities.

**IMPORTANT NOTE:** The Commissioner of the CT Department of Administrative Services reserves the right to do any of the following without liability, including but not limited to: (a) waive technical defects in the bid proposal as he or she deems best for the interest of the State; (b) negotiate with a contractor in accordance with Connecticut General Statutes Section 4b-91;(c) reject any or all bids; (d) cancel the award or execution of any contract prior to the issuance of the "Notice To Proceed;" and, (e) advertise for new bids.

All Project Questions, Bid Questions, and Pre-Bid Equals and Substitution Requests must be submitted fourteen (14) Calendar Days prior to the Bid Due Date.

All **Project Questions** and Pre-Bid **Equals and Substitution Requests** must be emailed (not phoned) to the **Architect/Engineer** with a **copy** to the **Construction Administrator** and **the DAS/CS Project Manager** listed below.

Architect/Engineer:	BVH Integrated Services, P.C.	Email:	jerrya@bvhis.com.		
у	Newfield Construction Email: stevebuccheri@icom		stevebuccheri@newfieldconstruction.com		
DAS/CS Project Manager:	Joel Baranowski	Email:	joel.baranowski@ct.gov		
All Bid Questions must be emailed to the DAS/CS Associate Fiscal Administrative Officer listed below.					

<b>DAS/CS Associate Fiscal</b>
Administrative Officer:

Mellanee Walton

Email:

mellanee.walton@ct.gov

## Instructions to Bidders

DAS ■ Construction Services ■ Office of Legal Affairs, Policy, and Procurement

## 1.0 General Bid Proposal Information

#### 1.1 On-Line Bidding:

- 1.1.1 The Department of Administrative Services (DAS) Construction Services (CS) has streamlined the Bid process by allowing contractors to submit their Bid Package Documents on line through the State Contracting Portal and BizNet. Rather than submitting paper Bid Package Documents, contractors simply respond to an Invitation to Bid on the State Contracting Portal by retrieving and uploading their documents electronically through their BizNet account. Once completed, the Bid Proposal must be electronically signed prior to the date and time of the Bid Opening. See Page 1 of the Invitation to Bid for the Date and Time of the Bid Opening.
- 1.1.2 All Bidders shall electronically upload their Bid Package Documents to BizNet following the instructions in the DAS/CS publication, 6001 Construction On-line Bidding Instructions, available for download here: Go to the DAS Homepage (www.ct.gov/DAS), Doing Business With The State > State Building Construction > Publications and Forms > DAS Construction Services Library > 6000 Series > 6001 Construction On Line Bidding Instructions. For questions, call 860-713-5794 or 860-713-5783.

## 1.2 Bid Opening:

All Bids shall be publicly opened in BizNet by the awarding authority as stated in Section 00 11 16 Invitation to Bid.

#### 1.3 Withdrawal of Bid:

Any **Bid** once uploaded into BizNet cannot be deleted. A Bid may only be **withdrawn** by uploading a written **Letter of Withdrawal** to BizNet using the "**Other Solicitation Document**" link **prior** to the date and time of the Bid Opening.

#### 1.4 Disqualification from Bidding:

Any contractor who violates any provision of **Connecticut General Statutes (C.G.S.) § 4b-95**, as revised, shall be **disqualified** from bidding on other contracts for a period not to exceed **twenty-four (24) months**, commencing from the date on which the violation is discovered, for each violation.

#### 1.5 Waive Minor Irregularities:

- 1.5.1 The awarding authority **shall** be authorized to **waive minor irregularities** which he or she considers in the best interest of the State, provided the reasons for any such waiver are stated in writing by the awarding authority and made a part of the contract file.
- **1.5.2** No such bid shall be rejected because of the failure to submit prices for, or information relating to, any item or items for which no specific space is provided in the bid form furnished by the awarding authority, but this sentence shall not be applicable to any failure to furnish prices or information required by **C.G.S. § 4b-95**, as revised, to be furnished in the bid form provided by the awarding authority.

#### 1.6 Minimum Percentage of Work:

The awarding authority *may* require in the **Bid Proposal Form** that the contractor agree to perform a stated, minimum percentage of work with its **own forces**, in accordance with **C.G.S.** § **4b-95(b)**.

#### 1.7 Set-Aside Contracts:

The awarding authority *may* also require the contractor to set aside a portion of the contract for subcontractors who are eligible for **set-aside contracts**.

#### 1.8 Connecticut Sales And Use Taxes:

- 1.8.1 All Bidders shall familiarize themselves with the current statutes and regulations of the Connecticut Department of Revenue Services (DRS), including the Regulations of Connecticut State Agencies (R.C.S.A.) §12-426-18 and all relevant state statutes. The tax on materials or supplies exempted by such statutes and regulations shall not be included as part of a bid; see the Contractor's Exempt Purchase Certificate (CERT-134), available for download from the DRS website (www.ct.gov/drs).
- 1.8.2 The State of Connecticut construction contract has the following tax exemptions: (1) Purchasing of materials which will be physically incorporated and become a permanent part of the project; and (2) Services that are resold by the contractor. For example, if a General Contractor hires a plumber, carpenter or electrician, a resale certificate may be issued to the subcontractor because these services are considered to be integral and inseparable component parts of the building contract.
- **1.8.3** The following items are <u>not</u> exempt from taxes when used to fulfill a State of Connecticut construction contract: Tools, supplies and equipment used in fulfilling the construction contract.

#### 1.9 Union Labor:

Attention is called to the fact that there may or could be construction work carried on at the site by union labor. This fact must be kept in mind by all Bidders.

#### 1.10 Rejection of Bids:

The awarding authority shall reject every such Bid Proposal, including but not limited to, the following reasons:

- **1.10.1** A **Bid Proposal Form** that does *not* contain the signature of the bidder or its authorized representative.
- 1.10.2 A Bid Proposal Form that is *not* accompanied by the following documents in BizNet:
  - .1 Section 00 43 16 Standard Bid Bond, completed for either the Bid Bond option or Certified Check option;
  - .2 A Certified Check (if applicable) delivered to the DAS/CS Office of Legal Affairs, Policy, and Procurement prior to the date and time of the Bid Opening;
  - .3 Section 00 45 14 General Contractor Bidder's Qualification Statement
  - .4 A DAS Contractor Pregualification Certificate for the Bidder for Projects greater than \$500,000;
  - .5 A DAS Update (Bid) Statement for the Bidder for Projects greater than \$500,000;
  - .6 A Gift and Campaign Contribution Certification Office of Policy and Management (OPM) Ethics Form 1;
  - .7 A Consulting Agreement Affidavit OPM Ethics Form 5. NOTE: If the Bidder fails to submit or upload the Consulting Agreement Affidavit required under C.G.S. § 4a-81, such bidder shall be disqualified and the award shall be made to the next lowest responsible qualified bidder or new bids or proposals shall be sought;
  - .8 An Ethics Affidavit (Regarding State Ethics) OPM Ethics Form 6;
  - .9 An Iran Certification OPM Ethics Form 7.
- **1.10.3** A **Bid Proposal Form** that:
  - .1 Fails to acknowledge all Addenda in the space provided in the Bid Proposal Form;
  - .2 Fails to correctly list the Named Subcontractors on the Bid Proposal Form;
  - .3 Fails to correctly state a Named Subcontractor's price on the Bid Proposal Form; and
  - .4 Fails to list Named Subcontractors who are DAS Prequalified at the time of the bid.
- 1.10.4 A Bid Proposal Form that is not submitted on the forms furnished for the specific project. NOTE: In no event will bids or changes in bids be made by telephone, telegraph, facsimile or other communication technology except through BizNet. All pages of the Bid Proposal Form must be uploaded to BizNet prior to the date and time of the Bid Opening.
- **1.10.5** A **Bid Proposal Form** that has omitted items, omitted pages, added items not called for, altered the form, contains conditional bids, contains alternative bids, or contains obscure bids.
- **1.10.6** A *paper* **Bid Package** sent to the DAS/CS Office of Legal Affairs, Policy, and Procurement. Such bids will be returned to the bidder unopened.
- **1.10.7** Any Bidder that does *not* make all required pre-award submittals *within* the designated time period. DAS/CS *may* reject such bids as non-responsive.

## 1.11 Pre-Bid Meeting:

- 1.11.1 See Section 00 11 16 Invitation to Bid and Section 00 25 13 Pre-Bid Meeting Agenda for details.
- **1.11.2** When a **Pre-Bid Meeting** is "**strongly encouraged**", all attendees shall sign his or her name to the official roster and list the name and address of the company he or she represents.
- 1.11.3 When a Pre-Bid Meeting is MANDATORY, all attendees will be required to register. Proper registration means that the attendee has signed his or her name to the official roster and listed the name and address of the company he or she represents on the official roster no later than the designated start time of the MANDATORY Pre-Bid Meeting. Bidders are advised to register early as no attendee will be allowed to register after the advertised start time of the MANDATORY Pre-Bid Meeting.

All bids submitted by all contractors who have *not* properly registered and attended the **MANDATORY Pre-Bid Meeting** shall be rejected as non-responsive.

1.11.4 All Bidders Attending a Pre-Bid Meeting at a Connecticut Department of Corrections (DOC) Facility: Prior to the Pre-Bid Meeting, download the "Security Background Questionnaire" from the CT DOC website (www.ct.gov/doc under "Forms"), complete and submit the form as directed, and obtain approval, otherwise admission to the Pre-Bid Meeting will be denied. It is recommended that the approved form be brought as evidence of approval to attend the Pre-Bid Meeting.

## 1.12 Pre-Bid Equals and Substitution Requests Procedures:

- 1.12.1 All submissions requesting "Equals and/or Substitutions" shall be made by the Bidder in accordance with Section 01 25 00 Substitution Procedures of the Division 01 General Requirements and Article 15, Materials: Standards of Section 00 72 13 General Conditions. Every submission shall contain all the information necessary for DAS/CS to evaluate the submission and the request. Failure to submit sufficient information to make a proper evaluation, including submittal of data for the first manufacturer listed as well as the data for the "Equals and/or Substitutions" proposed, shall result in a rejection of the submission and request. Upon receipt of the submission and request, DAS/CS shall notify the Bidder that the request has been received and as soon as possible shall render a decision on such submission and request.
- 1.12.2 Pre-Bid-Opening Substitution of Materials and Equipment: The Owner will consider requests for equals or substitutions if received fourteen (14) Calendar Days prior to the Bid Opening Due Date, as stated in the Invitation To Bid. The Equal or Substitute Product Request (Form 7001) must be used to submit requests. Download Form 7001 from the DAS Homepage (www.ct.gov/DAS) > Doing Business With The State > State Building Construction > Publications and Forms > DAS Construction Services Library > 7000 Series.
- 1.12.3 Equals and/or Substitutions Requests Submittal: Requests for Equals or Substitutions shall be submitted to the DAS/CS Project Manager, Architect / Engineer, and Construction Administrator.
- **1.12.4 Substitution Request Deadline:** Any substitution request not complying with requirements will be denied. Substitution requests sent **after** the **Deadline** will be denied.
- **1.12.5** Addendum: An Addendum shall be issued to inform all prospective bidder of any accepted substitution in accordance with our addenda procedures.
- **1.12.6 Time Extensions:** No extensions of time will be allowed for the time period required for consideration of any Substitution or Equal.
- 1.12.7 Post Contract Award Substitution of Materials and Equipment: All requests for "Equals and Substitutions" after the Award of the Contract shall be made only by the Prime Contractor for materials or systems specified that are no longer available. The requests will not be considered if the product was not purchased in a reasonable time after award, in accordance with Article 15, Materials: Standards of Section 00 72 13 General Conditions.

#### 1.13 Joint Ventures:

- 1.13.1 Each entity in a Joint Venture shall submit with the Venture's bid a letter on their respective company letterheads stating:
  - Their agreement to bid as a Joint Venture with the other named Joint Venture, and set forth the name and address
    of the other Joint Venture(s).
  - · The respective percentage of the project work that would be the responsibility of each of the Joint Ventures.
- 1.13.2 Prequalification: Each entity in a Joint Venture shall submit its Prequalification Certificate and Update (Bid) Statement. Each entity in a Joint Venture shall be prequalified at the time of the bid and during the entire project construction. Each entity in a Joint Venture shall have the prequalification single project limit, and remaining aggregate capacity balance to meet the value of its respective percentage of the joint proposed bid.
- 1.13.3 Each entity in a Joint Venture shall submit Section 00 45 14 General Contractor Bidder's Qualification Statement.
- 1.13.4 Bonding: The Joint Venture shall obtain the required bonding from a surety for the total amount of the contract price.
- **1.13.5** Insurance: Each entity in a Joint Venture shall have the required insurance coverages and limits to meet the insurance requirements of the contract. The Joint Venture shall provide **Builder's Risk insurance**.
- 1.13.6 Bid Submission and Contract Signing: If a Joint Venture submits a bid proposal, it shall be considered to be a proposal by each of the Joint Ventures, jointly and severally, for the performance of the entire contract as a Joint Venture in accordance with the terms and conditions of the contract. Each entity in a Joint Venture is required to sign the contract acknowledging that each Joint Venture shall be jointly and severally liable for the performance of the entire contract.
- 1.13.7 Certificate of Legal Existence: Each entity in a Joint Venture shall obtain a Certificate of Legal Existence and submit it with the contract documents.

## 1.14 Procedure for Alleged Violation(s) of Part II Chapter 60 of C.G.S. Bidding and Contracts:

- 1.14.1 The Regulations of Connecticut State Agencies establishes a procedure for promptly hearing and ruling on claims alleging a violation or violations of the contract bidding provisions of Part II of Chapter 60 of the Connecticut General Statutes (hereinafter "Chapter 60"). In view of the fact that time is normally of the essence in awarding construction contracts under Chapter 60, the grievance procedures are intended to be quick, informal and conclusive so as to avoid delays which can increase costs and jeopardize the very ability of the State to proceed with needed public works projects.
- 1.14.2 Download "6510 Procedure for Alleged Violation(s)" and "6505 Petition for Alleged Violation(s)" from the DAS Homepage (<a href="www.ct.gov/DAS">www.ct.gov/DAS</a>) > Doing Business With The State > State Building Construction > Publications and Forms > DAS Construction Services Library > 6000 Series > Scroll down to locate documents.

## 1.15 Labor Market Area:

- 1.15.1 All Bidders shall have read C.G.S. §§ 31-52 and 31-52a, as revised. These sections relate to the preference of State citizens and the preference of residents of the labor market area in which the work under the contract is to be done and the penalties for violations thereof.
- 1.15.2 In order to avoid violations by the contractor and to cooperate with and assist the State in the implementation of the statutory mandates, any bidder awarded a contract with the State shall be required to provide the State with the following information:
  - .1 The names and addresses of employees utilized by the contractor and by its subcontractors and how long each such employee has resided in Connecticut.
  - .2 How long each employee has resided in the labor market area, as established by the State Labor Commissioner, in which the work under the contract is to be done. Labor market areas are indicated on the end of this section.
  - .3 Within thirty (30) days after the start of work, the contractor shall submit a signed statement setting forth the procedures the contractor and its subcontractors have taken to assure that they have sought out qualified residents of the labor market area. Also, the statement shall include information as to how many persons were considered for employment and how many were actually hired. Such procedures will include, but not be limited to, obtaining names of available persons from area Employment Security Offices.
  - .4 In the same manner as **Subsection 3.9.2.3** above, the statement **shall** indicate the steps taken to assure that the contractor and its subcontractors have sought out qualified residents of this State.
- **1.15.3** The contractor **shall** cooperate with and provide information to the DAS/CS Project Manager or their designee assigned to collect and verify the information required. The State may request that all such information be updated during the term of the contract at reasonable times.
- **1.15.4** All such information gathered and compiled by the State **shall** be forwarded to the Labor Commissioner.

#### 1.15.5 Pursuant to C.G.S. § 31-52b, as revised:

"The provisions of C.G.S. § 31-52 and 31-52a **shall not** apply where the State or any subdivision thereof may suffer the loss of revenue granted or to be granted from any agency or department of the federal government as a result of said sections or regulative procedures pursuant thereto."

However, no exception shall be determined to be applicable unless stated in writing by the Commissioner of the Department of Administrative Services.

**1.15.6 Website Link:** For guidance on the CT DOL Labor Market Areas (LMA) go to the CT DOL website <a href="http://www.ctdol.state.ct.us/">http://www.ctdol.state.ct.us/</a>, under "Program Services", click on "Labor Market information".

#### 1.16 Executive Orders:

- 1.16.1 All Executive Orders of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. The Contract is subject to the provisions of the following:
  - .1 Executive Order No. 3: Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices;
  - **.2 Executive Order No. 17:** Governor Thomas J. Meskill promulgated February 15, 1973, concerning the listing of employment openings;
  - .3 Executive Order No. 16: Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace;
  - **.4 Executive Order No. 14:** Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services; and
  - .5 Executive Order No. 49: Governor Dannel P. Malloy, promulgated May 22, 2015, concerning the requirement for certain state contractors to disclosure campaign contributions to candidates for statewide public office or The General Assembly and to ensure convenient public access to information related to gifts and campaign contribution disclosure affidavits by state contractors.
- **1.16.2** All Executive Orders are available for download from the State of Connecticut website. Go to <a href="www.ct.gov">www.ct.gov</a>, click on "Governor Dannel P. Malloy", click on "Press Room", and click on "Executive Orders".

## 1.17 Retaliation For Disclosure of Information:

- 1.17.1 Each contract between a state or quasi-public agency and a large state contractor shall provide that, if an officer, employee, or appointing authority of a large state contractor takes or threatens to take any personnel action against any employee of the contractor in retaliation for such employee's disclosure of information to the Auditors of Public Accounts or the Attorney General under the provisions of C.G.S. § 4-61dd (a), the contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of the contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The executive head of the state or quasi-public agency may request the Attorney General to bring a civil action in the Superior Court for the judicial district of Hartford to seek imposition and recovery of such civil penalty.
- **1.17.2** Each large state contractor shall post a **notice** of the provisions of **C.G.S. § 4-61dd** relating to large state contractors in a conspicuous place that is readily available for viewing by the employees of the contractor.

#### 1.18 Laws of the State of Connecticut:

Forum and Choice of Law. The Bidder agrees that in the event it is awarded a Contract, the Bidder and the State deem the Contract to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the Contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Bidder waives any objection which it may now have or will have to the laying of venue of any claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

#### 1.19 State's Sovereign Immunity:

Nothing in this Agreement shall be construed as a waiver or limitation upon the **State's sovereign immunity**. To the extent this Section is found to be inconsistent with any other part of this Agreement, this Section shall control. This Section of the Agreement shall survive the completion and/or termination of this Agreement.

## 2.0 Bid Proposal Form Instructions:

#### 2.1 Bid Proposal Form:

**2.1.1** All Bidders shall upload ALL pages of Section 00 41 00 Bid Proposal Form to BizNet, prior to the date and time of the Bid Opening.

## 2.2 Threshold Projects:

- 2.2.1 See page 1 of the Bid Proposal Form to determine if this Project exceeds the Threshold Limits.
- 2.2.2 If this Project exceeds Threshold Limits, *all* Bidders shall list their Firm's Major Contractor Registration License Number in the Bid Proposal Form.
- 2.2.3 The Apparent Low Bidder shall also provide the Subcontractor(s) Major Contractor Registration License number(s) to the DAS/CS Office of Legal Affairs, Policy, and Procurement within ten (10) business days <u>after</u> receipt of the Letter of Intent from DAS/CS.
- 2.2.4 Summary of Registration Requirements for Major Contractors: Any person engaged in the business of construction, structural repair, structural alteration, dismantling or demolition of a structure or addition that exceeds the threshold limits provided in C.G.S §29-276b, or any person who, under the direction of a general contractor, performs or offers to perform any work that impacts upon the structural integrity of a structure or addition, including repair, alteration, dismantling or demolition of a structure or addition that exceeds the threshold limits shall engage in or offer to perform the work of a Major Contractor unless such person has first obtained a license or certificate of registration from the Connecticut Department of Consumer Protection (DCP). Individuals must be licensed under the requirements of C.G.S §20-341gg "Registration of Major Contractors". DCP shall issue a certificate of registration to any person who is prequalified pursuant to section 4a-100 who applies for registration in accordance with this section.
- 2.2.5 The Bidder and all Subcontractors that engage in work that impacts upon the structural integrity of a structure or addition must register as a Major Contractor with DCP and obtain a Major Contractor License issued by DCP PRIOR to the date and time of the Bid Opening for this Project.
- 2.2.6 For further information go to the DCP Website: http://www.ct.gov/dcp

#### 2.3 Proposed Lump Sum Base Bid, Allowances, and Contingent Work:

- 2.3.1 The proposed Lump Sum Base Bid shall be set forth in the space provided on Section 00 41 00 Bid Proposal Form.
- 2.3.2 The Proposed Lump Sum Base Bid shall include all Allowances, all work indicated on the drawings and/or described in the specifications except for Contingent Work. See the Bid Proposal Form, Section 01 20 00 Contract Considerations, and Section 01 23 13 Supplemental Bids of Division 01 General Requirements for details regarding Contingent Work.
- 2.3.3 "Contingent Work" includes Unit Prices (for Earth and Rock Excavation, Environmental Remediation, and/or Hazardous Building Materials Abatement) and Supplemental Bids. See Section 01 20 00 Contract Considerations and Section 01 23 13 Supplemental Bids, respectively, for applicability.
- 2.3.4 The Proposed Lump Sum Base Bid shall be shown in *both* numerical figures and "printed" words dollar amount. In the event of any discrepancy the "printed" words dollar amount shall govern.

## 2.4 Addenda and Interpretations:

- **2.4.1** The **Number of Addenda** issued by the State of Connecticut shall be set forth in the space provided on the **Bid Proposal Form**. It shall be the Bidder's responsibility to make inquiry as to, and to obtain, the Addenda issued, if any.
- **2.4.2** Addenda, if issued, will be posted on the State Contracting Portal.
- 2.4.3 Failure to acknowledge all Addenda in the space provided in the Bid Proposal Form shall be cause for rejection of the bid.
- 2.4.4 Attaching Addenda to the Bid Proposal Form does not constitute an acknowledgement of all Addenda and does not relieve the Bidder from the requirement for the Bidder to acknowledge all Addenda in the space provided on the Bid Proposal Form.
- 2.4.5 No interpretations of the meaning of the plans, specifications or other contract documents will be made orally at any time. Every request for such interpretation shall be in writing to the awarding authority and to be given consideration shall be received at least fourteen (14) Calendar Days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written Addenda to the specifications which, if issued, will be posted on the State Contracting Portal.
- **2.4.6** Contractors who have subscribed through BizNet to receive daily e-mail alert notices when new Bids/RFPs are issued will be notified via a daily CT DAS "Connecticut Procurement Portal Daily Notice".

## 2.5 Bidder's Qualification Statement and Objective Criteria for Evaluating Bidders:

- 2.5.1 All Bidders shall download, complete, and upload Section 00 45 14 General Contractor Bidder's Qualification Statement to BizNet prior to the date and time of the Bid Opening. See BizNet for a template. This information shall be considered as part of the Bid Proposal Form. Failure of a Bidder to answer any question or provide required information may be grounds for the awarding authority to disqualify and reject the bid.
- 2.5.2 All Bidders shall comply with Section 00 45 15 Objective Criteria Established for Evaluating Qualifications of Bidders. The Objective Criteria Established for Evaluating Qualifications of Bidders are to assure that the State of Connecticut will secure the "lowest responsible and qualified bidder" who has the ability and capacity to successfully complete the Bid Proposal Form and the Work. Failure to comply with any portion of this requirement may cause rejection of the bid. Note: Individual Specification Sections may contain General Contractor and/or Subcontractor Qualification requirements that exceed those in Section 00 45 15 Objective Criteria Established for Evaluating Qualifications of Bidders.

#### 2.6 Bidder's Pregualification Requirements for Projects exceeding \$500,000:

- 2.6.1 All Bidders for Projects with estimated Construction Costs greater than \$500,000 shall upload a current copy of their "DAS Prequalification Certificate" and "DAS Update (Bid) Statement" for the applicable Class of Work on page 1 of Section 00 11 16 Invitation to Bid to Biznet prior to the date and time of the Bid Opening.
- 2.6.2 Pursuant to C.G.S § 4b-91(a)(2) and C.G.S. §4a-100, as revised, every contract for the construction, reconstruction, alteration, remodeling, repair or demolition of any public building or any other public work by the state that is estimated to exceed five hundred thousand dollars (\$500,000) shall be awarded only to the lowest responsible and qualified Bidder who is "prequalified" by DAS in the Class of Work for this Project, as specified in Section 00 11 16 Invitation to Bid. No person who's Contract or Subcontract exceeds \$500,000 in value may perform work as a Contractor or Subcontractor, unless the person is prequalified, at the time of bid submission, in accordance with C.G.S. § 4a-100, as amended, C.G.S. § 4b-91(a)(2), and C.G.S. §4b-91 (j). "Prequalified" includes the contractor's or substantial subcontractor's prequalification classifications, aggregate work capacity ratings and single project limits.
- 2.6.3 Failure to upload either the "DAS Prequalification Certificate" or "DAS Update (Bid) Statement" to Biznet prior to the date and time of the Bid Opening shall cause rejection of the bid and shall not be considered a minor irregularity under C.G.S. § 4b-95.
- 2.6.4 See Section 00 40 15 CT DAS Prequalification Forms for instructions on preparing and/or downloading your Firm's "DAS Contractor Prequalification Certificate" and "DAS Update (Bid) Statement".
- 2.6.5 Bidder's Certification: Within ten (10) business days after receipt of the Letter of Intent from DAS/CS, the Apparent Low Bidder shall submit a Bidder's Certification certifying that the information in the bid is true, that there has been no substantial change in the Bidder's financial position or corporate structure since its most recent DAS Prequalification Certificate and DAS Update (Bid) Statement and that the bid was made without fraud or collusion with any person. See Section 00 92 10 Additional Forms of this Project Manual for a sample form.

## 2.7 Named Subcontractor Requirements:

- 2.7.1 All Bid Proposals shall be for the complete work as specified and shall include the names of any Subcontractors for the four (4) Classes of Work specified in C.G.S. § 4b-93(a), as revised, and for each other class of work for which the awarding authority has required a separate section pursuant to said subsection, together with the dollar amounts of their subcontracts. The contractor shall be selected on the basis of such bids.
- 2.7.2 The Named Subcontractor Bid Price shall be the price set forth in the space provided on the Bid Proposal Form.
- 2.7.3 No bid shall be rejected because of an error in setting forth the Name of a Subcontractor as long as the Subcontractor or Subcontractors designated are clearly identifiable.
- 2.7.4 No bid shall be rejected because the **Named Subcontractor's** plans and specifications do not accompany the bid or are not submitted with the bid.
- **2.7.5** Failure to correctly state a **Named Subcontractor's price** on the Bid Proposal Form **shall** be cause for **rejection** of the Bid.
- 2.7.6 Named Subcontractor Replacement: The awarding authority may require the Bidder to replace a Named Subcontractor whenever the awarding authority determines in their sole discretion that such replacement is in the best interest of the State.

#### 2.7.7 Named Subcontractor Substitution:

- .1 The awarding authority **shall not** permit **substitution** of a subcontractor for one **Named** in accordance with the provisions of **C.G.S.** § **4b-95**, as revised, **except** for "**Good Cause**".
- .2 The awarding authority shall not permit substitution of a subcontractor for any designated sub-trade work bid to be performed by the Bidder's own forces in accordance with the provisions of C.G.S. § 4b-95 except for "Good Cause".
- .3 "Good Cause": The term "good cause" includes but is not limited to, a subcontractor's or, where appropriate, a Bidder's: (1) death or physical disability, if the listed subcontractor is an individual; (2) dissolution, if a corporation or partnership; (3) bankruptcy; (4) inability to furnish any performance and payment bond shown on the bid form; (5) inability to obtain, or loss of, a license necessary for the performance of the particular category of work; (6) failure or inability to comply with a requirement of law applicable to contractors, subcontractors, or construction, alteration, or repair projects; and (7) failure to perform its agreement to execute a subcontract under C.G.S. § 4b-96, as revised.

#### 2.7.8 Named Subcontractor DAS Prequalification Requirement for Subcontracts exceeding \$500,000:

- .1 The Three (3) Apparent Lowest Bidders shall receive VIA EMAIL a "Set-Aside Contractor Schedule Request" ("Request") from the DAS/CS Office of Legal Affairs, Policy, and Procurement. For Subcontracts greater than \$500,000, the Three (3) Apparent Lowest Bidders shall submit within ten (10) Calendar Days after receipt of the Request current DAS Prequalification Certificate(s) and Update (Bid) Statement(s) for each Named Subcontractor in Table 2.7 of the Bid Proposal Form, to the extent the Class of Work for the Named Subcontractor is a Prequalification Classification. This information shall be considered as part of the Bid Proposal Form and failure to comply with any portion of this requirement may cause rejection of the bid.
- .2 Instructions for downloading "DAS Contractor Prequalification Certificates" and "DAS Update (Bid) Statement" can be found in Section 00 40 15 CT DAS Prequalification Forms.
- .3 In accordance C.G.S. §4b-91 (j), no person whose subcontract exceeds five hundred thousand dollars in value may perform work as a subcontractor on a project, which project is estimated to cost more than five hundred thousand dollars and is paid for, in whole or in part, with state funds, unless, at the time of bid submission, the person is prequalified in accordance with C.G.S. §4a-100, as amended. "Prequalified" includes the contractor's or substantial subcontractor's prequalification classifications, aggregate work capacity ratings and single project limits. For Subcontracts estimated to exceed \$500,000, the Named Subcontractor must be "prequalified" by DAS in the Class of Work specified in Table 2.7 of Section 00 41 00 Bid Proposal Form at the time of bid submission, pursuant to C.G.S. §4b-91(j) and C.G.S. § 4a-100, as amended. This requirement also applies to the Bidder, if the Bidder is a Named Subcontractor.

#### 2.7.9 Named Subcontractor Bidder's Qualification Statements (Section 00 45 17)

- .1 The Three (3) Apparent Lowest Bidders shall receive VIA EMAIL a "Set-Aside Contractor Schedule Request" ("Request") from the DAS/CS Office of Legal Affairs, Policy, and Procurement. For Projects with estimated Construction Costs greater than \$500,000, the Three (3) Apparent Lowest Bidders shall submit within ten (10) Calendar Days after receipt of the Request completed Section 00 45 17 Named Subcontractor Bidder's Qualification Statement(s) of this Project Manual for each Named Subcontractor in Table 2.7 of the Bid Proposal Form. This information shall be considered as part of the Bid Proposal Form and failure to comply with any portion of this requirement may cause rejection of the bid.
- .2 Important Note: Individual Technical Specification Sections <u>may</u> contain qualification requirements that **exceed** those from **Section 00 45 17 Named Subcontractor Bidder's Qualification Statement.**

## 2.7 Named Subcontractor Requirements (continued):

#### 2.7.10 Bidder Performing Work as Named Subcontractor:

- .1 In accordance with C.G.S. § 4b-95(c), it shall be presumed that the **Bidder** intends to perform, with its own employees, all work in such four (4) Classes of Work and such other classes, for which *no* Subcontractor is named in **Table 2.7** of the **Bid Proposal Form.** In accordance with C.G.S. § 4b-92, as revised, the **Bidder's** qualifications for performing such work shall be subject to review.
- .2 If the Bidder has listed itself as a Named Subcontractor(s) for a Class(es) of Work in Table 2.7 of the Bid Proposal Form and the proposed dollar value of the Subcontract(s) is greater than \$500,000, then to the extent the Class(es) of Work is a Prequalification Classification, the Bidder shall provide a current DAS Prequalification Certificate and Update (Bid) Statement for each of the applicable Class(es) of Work within ten (10) Calendar Days after receipt of the "Set-Aside Contractor Schedule Request" from DAS/CS.

## 2.8 Set-Aside Requirements:

- 2.8.1 Bidder's DAS Set-Aside Certificate: All Small Business Enterprise (SBE) / Minority Business Enterprise (MBE) Bidders shall upload a copy of their Firm's current "DAS Set-Aside Certificate" to BizNet prior to the date and time of the Bid Opening.
- 2.8.2 Bidder Contract Compliance Monitoring Report For Projects With Construction Costs Estimated To Be Less Than \$500,000: All Firm's shall upload a completed copy of the CHRO Employment Information Form, "Bidder Contract Compliance Monitoring Report" with their Bid Proposal Form prior to the date and time of the Bid Opening. The report is posted on the CHRO Webpage (http://www.ct.gov/chro/cwp/view.asp?a=2525&Q=315900&chroPNavCtr=|#45679).
- 2.8.3 All Bidders shall be required to award not less than the percentage(s) stated on page 1 of Section 00 41 00 Bid Proposal Form to Subcontractors who are currently certified and eligible to participate under the State of Connecticut Set-Aside Program for SBE and/or MBE contractors, in accordance with C.G.S.§ 4a-60g. Failure to meet these requirements shall cause rejection of the bid. The MBE participation does count as part of the SBE participation.
- 2.8.4 Set-Aside Contractor Schedule Request: The SBE/MBE participation requirement *must be met* even if the Bidder is certified and eligible to participate in the Small Business Set-Aside Program. To facilitate compliance with this requirement for set-aside subcontractors, the Three (3) Apparent Lowest Bidders shall receive VIA EMAIL a "Set-Aside Contractor Schedule Request" ("Request") from the DAS/CS Office of Legal Affairs, Policy, and Procurement. As directed in the Request, the Three (3) Apparent Lowest Bidders shall submit within ten (10) Calendar Days after receipt of the Request, a list of certified set-aside contractors to be used on this project along with the dollar amounts to be paid to each. (See Section 00 73 27 Set-Aside Contractor Schedule for a sample Request.)

A copy of the current DAS Set-Aside Certificate for each Subcontracted SBE and/or MBE firm(s) listed in the "Set-Aside Contractor Schedule" must be attached to the Request.

This information will be considered as part of your Bid Proposal Form and **failure** to comply with any portion of this requirement within the ten (10) days, including but not limited to **failure** to list or meet the necessary dollar amount or percentage of the bid price, will be cause to **reject** your bid.

- 2.8.5 Percentage of Work Performed by SBE/MBE Contractors and Subcontractors: The percentage of the work performed by the SBE/MBE Contractors and Subcontractors on this project shall not be less than the percentage noted in Subsection 5.1 Amount of Work Required to Be Done by "Set-Aside" Contractors of Section 00 73 38 Commission on Human Rights (CHRO) Contract Compliance Regulations.
- 2.8.6 To view and/or download a Set-Aside Certificate: Go to the DAS Homepage (www.ct.gov/DAS) > Small and Minority Businesses > Apply for Small Business Enterprise or Minority Business Enterprise Certification (SBE or MBE) > View/Search SBE/MBE Directory.

## 2.9 Insurance Coverages:

- 2.9.1 The Insurance coverages required for this project shall be those listed in Article 35 Contractors Insurance of Section 00 73 13 General Conditions of this Project Manual. See Section 00 41 00 Bid Proposal Form and Section 00 62 16 Certificate of Insurance of this Project Manual for additional details.
- 2.9.2 The Apparent Low Bidder shall submit the Firm's Certificate of Liability Insurance Acord® form within ten (10) business days after receipt of the Letter of Intent from DAS/CS.

## 3.0 All Other Required Bid Documents, Affidavits, and Certifications:

## 3.1 Affidavits and Certifications:

#### 3.1.1 Gift and Campaign Contribution Certification - OPM Ethics Form 1: All Bidders

- .1 All Bidders: In accordance with Executive Order No. 49, and pursuant to C.G.S. §§ 4-250, 4-252(c) and 9-612(f)(2), as revised, any principal or key personnel of the person, firm or corporation submitting a bid or proposal for a contract that has a value of \$50,000 or more, shall be required to upload to BizNet a Gift and Campaign Contribution Certification prior to the date and time of the Bid Opening.
- .2 Any bidder or proposer that does not upload the Gift and Campaign Contribution Certification to BizNet prior to the date and time of the Bid Opening as required under this section shall be disqualified and DAS shall award the contract to the next highest ranked proposer or the next lowest responsible qualified bidder or seek new bids or proposals. Failure to upload this form to BizNet prior to the date and time of the Bid Opening shall not be considered a minor irregularity under CGS 4b-95.
- .3 Once uploaded, an updated **Gift and Campaign Contribution Certification** shall be uploaded within **30 days** of any changes to the submitted information.
- **.4 Annually**, on *or* within **two (2)** weeks of the **anniversary** date of the execution of this contract, the Contractor shall upload a completed **Annual Certification** with authorizing resolution. For the purposes of this paragraph, the execution date of the contract will be the date the DAS Commissioner signs the contract.

## 3.1.2 Consulting Agreement Affidavit – OPM Ethics Form 5: All Bidders

- .1 All Bidders: Pursuant to C.G.S. §§ 4a -81a and 4a -81b, as revised, a Consulting Agreement Affidavit must be completed and uploaded to BizNet prior to the date and time of the Bid Opening for contracts with a value of \$50,000 or more.
- .2 In the event that a Bidder or vendor fails or refuses to upload the **Consulting Agreement Affidavit** to BizNet prior to the date and time of the Bid Opening, as required under C.G.S. § 4a-81, such bidder shall be *disqualified* and the award shall be made to the next lowest responsible qualified bidder or new bids or proposals shall be sought. Failure to upload this form to BizNet **prior** to the date and time of the Bid Opening shall not be considered a minor irregularity under CGS 4b-95.
- .3 Once uploaded, an updated Consulting Agreement Affidavit shall be amended and uploaded not later than (1) thirty (30) days after the effective date of any such change or (2) upon the submittal of any new bid or proposal, whichever is earlier. For the purposes of this paragraph, the execution date of the contract will be the date the DAS Commissioner signs the contract.
- .4 Other Contributions by Individuals. Principals of Investment Services Firms, State Contractors, Principals Of State Contractors, Prospective State Contractors Or Principals Of Prospective State Contractors. Lists. Subcontracts Study. State Officials or Employees: All acquisitions, agreements and contracts are subject to the provisions of the C.G.S. § 9-612 regarding Campaign Contribution or Contributions.

#### 3.1.3 Ethics Affidavit - OPM Ethics Form 6: All Bidders and Apparent Low Bidder

- .1 All Bidders: Pursuant to C.G.S. §§ 1-101mm and 1-101qq, as revised, when DAS/CS is seeking a contract for a large state construction or procurement contract having a cost of more than \$500,000, DAS shall inform all potential consultant and contractor firms of the summary of state ethics laws developed by the Office of State Ethics (OSE) pursuant to C.G.S. § 1-81b. "Large State Contract" means an agreement or a combination or series of agreements between a state agency and a person, firm or corporation, having a total value of more than \$500,000 in a calendar or fiscal year a project for the construction, alteration or repair of any public building or public work. For a Guide to the Code of Ethics For Current or Potential State Contractors go to the Office of State Ethics (OSE) website (www.ct.gov/ethics), then click on the "Publications" link.
- .2 All Bidders: Pursuant to C.G.S. § 1-101qq, as revised, DAS is also required to notify all potential consultant and contractor firms or a large state construction or procurement contract that they must upload an Affirmation of Receipt of State Ethics Laws Summary to BizNet prior to the date and time of the Bid Opening affirming that their key employees have read and understand the summary and agree to comply with the provisions of state ethics law.
- .3 Failure to upload this affidavit to BizNet prior to the date and time of the Bid Opening **shall** result in **rejection** of the bid and-shall not be considered a minor irregularity under CGS 4b-95.
- .4 Apparent Low Bidder: Furthermore, the Apparent Low Bidder shall provide the Summary of the State Ethics Laws to each Named Subcontractor and any other Subcontractor or Subconsultant with a contract valued over \$500,000 and obtain a Subcontractor and Subconsultant State Ethics Affidavit stating that the key personnel of the subcontractor have read, understand, and agree to comply with provisions of the state ethics laws. The Apparent Low Bidder shall submit such subcontractor(s) affidavits to the DAS/CS Office of Legal Affairs, Policy, and Procurement within ten (10) business days after receipt of the Letter of Intent from DAS/CS.

#### 3.1 Affidavits and Certifications Forms (continued):

#### 3.1.4 Iran Certification - OPM Ethics Form 7: All Bidders

- .1 All Bidders: Pursuant to C.G.S. § 4-252a, when DAS/CS is seeking a contract for a large state construction or procurement contract having a cost of more than \$500,000, an Iran Certification must be completed and uploaded to BizNet *prior to the date and time of the Bid Opening*.
- Pursuant to C.G.S. § 4-252a, "This form must always be submitted with the bid or proposal, or if there was no bid process, with the resulting contract, regardless of where the principal place of business is located. Entities whose principal place of business is located outside of the United States are required to complete the entire form, including the certification portion of the form. United States subsidiaries of foreign corporations are exempt from having to complete the certification portion of the form. Those entities whose principal place of business is located inside of the United States must also fill out the form, but do not have to complete the certification portion of the form."

#### 3.1.5 Nondiscrimination Certification – Form A, B, C, D, or E: All Bidders

- .1 All Bidders: Pursuant to C.G.S. §§ 4a-60 and 4a-60a, as amended, a contractor must provide an awarding State agency with written representation or documentation that certifies the contractor complies with the State's nondiscrimination agreements and warranties prior to the award of any contract with the State. A Nondiscrimination Certification is required for all State contracts, regardless of type, term, cost or value. The appropriate form must be uploaded to BizNet prior to the date and time of the Bid Opening.
- .2 Once uploaded, an updated **Nondiscrimination Certification** shall be uploaded within **30 days** of any changes to the submitted information.
- .3 Annually, on or within two (2) weeks of the anniversary date of the execution of this contract, the Contractor shall upload a completed Annual Certification with authorizing resolution. For the purposes of this paragraph, the execution date of the contract will be the date the DAS Commissioner signs the contract.
- **3.1.6** For instructions on how to electronically download *and* upload **Affidavits and Non-Discrimination Forms**, go to the DAS Homepage (<a href="www.ct.gov/DAS">www.ct.gov/DAS</a>) > Doing Business with the State > Create a BizNet Account for Doing Business with the State > Documents/Forms > Vendor Guide to Uploading Affidavits and Nondiscrimination Forms Online.

## 3.2 Security For Faithful Performance:

#### 3.2.1 Certified Check or Bid Bond: All Bidders

- .1 All Bidders for bids in excess of \$50,000 shall submit either a Certified Check or a Bid Bond, in the form required by the awarding authority. See Section 00 43 16 Standard Bid Bond in BizNet for a template and important instructions regarding submitting the Bid Bond or Certified Check. Complete and upload Section 00 43 16 Standard Bid Bond to Biznet prior to the date and time of the Bid Opening for either the Bid Bond option or the Certified Check option.
- .2 Certified Check Option: The Certified Check shall be drawn to the order of "Treasurer, State of Connecticut", in which it is understood shall be cashed and the proceeds thereof used so far as may be necessary to reimburse the State of Connecticut for losses and damages arising by virtue of the Bidder's failure to file the required Bonds and execute the required contract if this proposal is accepted by the Awarding Authority.
- .3 Bid Bond Option: The Bid Bond shall be in the form required by the awarding authority, having as surety thereto such surety company or companies acceptable to the DAS Commissioner and as are authorized to do business in this State, for an amount not less than 10 percent of the bid.
- **.4 Return of Certified Check:** All **checks** submitted by **unsuccessful** Bidders shall be returned to them *after* the contract has been awarded.
- .5 Failure to submit the Bid Bond or Certified Check **prior** to the date and time of the Bid Opening **shall** cause **rejection** of the bid and shall not be considered a minor irregularity under CGS 4b-95.
- **.6 Forfeiture of Certified Check or Bid Bond: Failure** of the successful bidder to execute a contract awarded as specified and bid shall result in the **forfeiture** of the certified check or bid bond.
- 3.2.2 Performance Bond: Apparent Low Bidder: Within ten (10) business days after receipt of the Letter of Intent from DAS/CS, the Apparent Low Bidder shall substitute for the certified check or bid bond accompanying its bid an executed performance bond, in the amount not less than 100 percent of the contract price, conditioned upon the faithful performance of the contract, and having as surety thereto such surety company or companies satisfactory to the Commissioner and as are authorized to transact business in this State. This bond is to be furnished pursuant to C.G.S. § 49-41, as revised. See Section 00 92 10 Additional Forms of this Project Manual for a template.
- 3.2.3 Labor and Material Bond: Apparent Low Bidder: Within ten (10) business days after receipt of the Letter of Intent from DAS/CS, the Apparent Low Bidder shall submit a labor and material bond in the amount not less than 100 percent of the contract price which shall be binding upon the award of the contract to such bidder, with surety or sureties satisfactory to the Commissioner and as are authorized to transact business in this State, for the protection of persons supplying labor or materials in the prosecution of the work provided for in the contract for the use of each such person. Any such bond furnished shall have as principal the name of the successful Bidder. This bond is to be furnished pursuant to C.G.S. § 49-41, as revised. See Section 00 92 10 Additional Forms of this Project Manual for a template.

## 3.2 Security For Faithful Performance (continued):

- 3.2.4 The following section of the General Statutes of Connecticut, as revised, is inserted as information concerning this bond and will be incorporated into the Contract for the Work:
  - **C.G.S.** § 49-41a. Enforcement of payment by general contractor to subcontractor and by subcontractor to his subcontractors. (a) When any public work is awarded by a contract for which a payment bond is required by section 49-41, the contract for the public work shall contain the following provisions: (1) A requirement that the general contractor, within thirty days after payment to the contractor by the State or a municipality, pay any amounts due any subcontractor, whether for labor performed or materials furnished, when the labor or materials have been included in a requisition submitted by the contractor and paid by the State or a municipality; (2) a requirement that the general contractor shall include in each of its subcontracts a provision requiring each subcontractor to pay any amounts due any of its subcontractors, whether for labor performed or materials furnished, within thirty days after such subcontractor receives a payment from the general contractor which encompasses labor or materials furnished by such subcontractor.
  - (b) If payment is not made by the general contractor or any of its subcontractors in accordance with such requirements, the subcontractor shall set forth his claim against the general contractor and the subcontractor of a subcontractor shall set forth its claim against the subcontractor through notice by registered or certified mail. Ten days after the receipt of that notice, the general contractor shall be liable to its subcontractor, and the subcontractor shall be liable to its subcontractor, for interest on the amount due and owing at the rate of one percent per month. In addition, the general contractor, upon written demand of its subcontractor, or the subcontractor, upon written demand of its subcontractor, shall be required to place funds in the amount of the claim, plus interest of one per cent, in an interest-bearing escrow account in a bank in this State, provided the general contractor or subcontractor may refuse to place the funds in escrow on the grounds that the subcontractor has not substantially performed the work according to the terms of his or its employment. In the event that such general contractor or subcontractor refuses to place such funds in escrow, and the party making a claim against it under this section is found to have substantially performed its work in accordance with the terms of its employment in any arbitration or litigation to determine the validity of such claim, then such general contractor or subcontractor shall pay the attorney's fees of such party.
  - (c) No payment may be withheld from a subcontractor for work performed because of a dispute between the general contractor and another contractor or subcontractor.
  - (d) This section shall not be construed to prohibit progress payments prior to final payment of the contract and is applicable to all subcontractors for material or labor whether they have contracted directly with the general contractor or with some other subcontractor on the work.
- 3.2.5 Surety Sheet: Apparent Low Bidder: Within ten (10) business days *after* receipt of the Letter of Intent from DAS/CS, the Apparent Low Bidder shall submit a Surety Sheet that provides information regarding the Surety Company and Agent. See Section 00 92 10 Additional Forms of this Project Manual for a template.

#### 3.3 Certificate (of Authority):

- **3.3.1** All Bidders for bids in excess of \$50,000 shall upload a signed and scanned Section 00 40 14 Certificate (of Authority) to BizNet prior to the date and time of the Bid Opening. See BizNet for a template.
- 3.3.2 The Apparent Low Bidder shall submit a second Certificate (of Authority) within ten (10) business days after receipt of the Letter of Intent from DAS/CS.

## 3.4 Security Requirements for CT Department of Correction (CT DOC) Facilities:

- 3.4.1 All Bidders for Projects at a CT DOC Facility shall read and comply with Section 00 73 63 CT DOC Security Requirements for Contract Forces on CT DOC Facilities.
- 3.4.2 NEW: All Bidders for Projects at a CT DOC Facility: Prior to the Pre-Bid Meeting, all Bidders shall download the "Security Background Questionnaire" from the CT DOC website (<a href="www.ct.gov/doc">www.ct.gov/doc</a>, under "Forms"), complete and submit the form as directed, and obtain approval, otherwise admission to the Pre-Bid Meeting will be denied. It is recommended that the approved form be brought as evidence of approval to attend the Pre-Bid Meeting.

## 3.5 Affirmative Action Plan & Employment Information Form (DAS-45): Apparent Low Bidder

- 3.5.1 For Projects greater than \$500,000 and/or Firms with 50 or more employees, the Apparent Low Bidder shall submit the Firm's Affirmative Action Plan and Employment Information Form (DAS-45) to CHRO within fifteen (15) calendar days after receipt of the "Request for the Affirmative Action Plan and Employment Information Form Letter" from DAS/CS. See Section 00 73 38 Commission on Human Rights and Opportunities/ Contract Compliance Regulations.
- 3.5.2 The Apparent Low Bidder *shall* submit a copy of the Transmittal Letter to the DAS/CS Office of Legal Affairs, Policy, and Procurement within *fifteen (15) calendar days after* receipt of the "Request for the *Affirmative Action Plan* and *Employment Information Form* Letter" from DAS/CS.

## 3.6 Prevailing Wage: Apparent Low Bidder

- 3.6.1 The Apparent Low Bidder shall submit the "Contractor's Wage Certification Form" to CT Department of Labor (CT DOL) within fifteen (15) calendar days after receipt of the "Request for the Affirmative Action Plan and Employment Information Form Letter" from DAS/CS. See Section 00 73 44 Prevailing Wage Rates/Contractor's Wage Certification/Payroll Certification of this Project Manual.
- 3.6.2 Each contractor who is awarded a contract on or after October 1, 2002 shall be subject to provisions of C.G.S. § 31-53, as revised. See Section 00 73 44 Prevailing Wage Rates/Contractor's Wage Certification/Payroll Certification of this Project Manual.
- 3.6.3 Annual Adjustment Of Prevailing Wage Rates: In determining bid price, consideration should be given to C.G.S. § 31-53 and 31-55a, as revised, regarding annual adjustment of prevailing wage rates. Annual adjustments of prevailing wage rates will not be considered a matter for a contract amendment.

# 3.7 **NEW PROCESS:** General Permit for the Discharge of Stormwater & Dewatering Wastewaters from Construction Activities: Apparent Low Bidder

- 3.7.1 All DAS/CS construction projects disturbing one or more total acres of land area on a site regardless of project phasing must file a Department of Energy and Environmental Protection (DEEP) General Permit for the Discharge of Stormwater and Dewatering Wastewaters from Construction Activities (DEEP-WPED-GP-015) ("Construction Stormwater General Permit") registration and Stormwater Pollution Control Plan (SPCP) with the DEEP. The DAS/CS Architect/Engineer (A/E) shall be responsible for registering the Construction Stormwater General Permit and SPCP through the online DEEP ezFile Portal prior to bidding.
- 3.7.2 Once the Apparent Low Bidder is under contract with DAS/CS, and prior to the commencement of any construction activities, the Apparent Low Bidder ("Contractor") shall be required to provide the necessary information from all applicable contractors and/or subcontractors working on the Project to the DAS/CS A/E in order to finalize the SPCP and transfer the Construction Stormwater General Permit obligations to the Contractor.
- **3.7.3** All Contractors and Subcontractors listed on the SPCP shall be required to sign the SPCP "Contractor Certification Statement" and License Transfer Form *prior* to commencement of any construction activity.

## 3.8 Section 00 52 73 Subcontract Agreement Forms: Apparent Low Bidder

- 3.8.1 The Apparent Low Bidder shall submit a completed Section 00 52 73 Subcontract Agreement Form of this Project Manual for *each* Named Subcontractor within ten (10) Business Days after receipt of the "Letter of Intent" from DAS/CS. This information *shall* be considered as part of the Bid Proposal Form and failure to comply with any portion of this requirement may cause rejection of the bid.
- 3.8.2 Each Named Subcontractor shall be the matter of a Subcontract as required by C.G.S. § 4b-96.

#### 3.9 Non-Resident Contractors and Taxation: Apparent Low Bidder

- 3.9.1 Nonresident contractors must comply with the provisions C.G.S. § 12-430 (7), Procedures for Nonresident Contractors, and the regulations established pursuant to that section. See Section 00 92 30 Procedures Regarding Taxation for Nonresident General/Prime Contractor and Subcontractors of this Project Manual for additional details.
- 3.9.2 Apparent Low Bidder who is a Nonresident Contractor: Within ten (10) business days after receipt of the "Letter of Intent" from DAS/CS, a certificate(s) from DRS must be provided which evidences that C.G.S. §12-430 for nonresident contractors has been met. As described in Section 00 92 30 "Procedures Regarding Taxation for Nonresident General/Prime Contractor and Subcontractors", Verified Nonresident General/Prime Contractors must submit a copy of their "Notice of Verified Status" (Verification Letter) from DRS. Unverified Nonresident General/Prime Contractors must submit a copy of Form AU-965 "Acceptance of Surety Bond" from DRS.

## 3.10 Certificate of Legal Existence: Apparent Low Bidder

3.10.1 A corporation that is awarded the contract must comply with the laws of this State regarding the procurement of a certificate of authority to transact business in this State from the Secretary of the State. A "Certificate of Legal Existence" which is not older than ninety (90) calendar days from the date of the contract signing must be filed with the DAS/CS Office of Legal Affairs, Policy, and Procurement within ten (10) business days after receipt of the "Letter of Intent" from DAS/CS.

## 3.11 State Election Enforcement Commission (SEEC) Form 10: Apparent Low Bidder

- 3.11.1 The Apparent Low Bidder shall submit a State Election Enforcement Commission's (SEEC) Form 10 "Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations" within ten (10) business days *after* receipt of the "Letter of Intent" from DAS/CS for contracts with a value of \$50,000 or more.
- 3.11.2 Pursuant to C.G.S. § 9-612, as revised, a State Contract means an agreement or contract with the state or any state agency or any quasi-public agency having a value in a calendar year of \$50,000 or more, or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this submission in response to the State's solicitation expressly acknowledges receipt of, and must submit in writing, the SEEC Form 10 notice advising prospective state contractors of the state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice.
- **3.11.3** For instructions on how to download "**SEEC Form 10**", go to the SEEC Homepage (<a href="www.ct.gov/seec">www.ct.gov/seec</a>); click on "Forms" at the top of the page; click on "Contractor Reporting Forms"; click on "SEEC Form 10" and follow the directions.

## 3.12 OSHA Training Course: Successful Bidder

3.12.1 Pursuant to C.G.S. §. 31-53b (a), as revised, each contract entered into for the construction, remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public building project by the state or any of its agents, or by any political subdivision of the state or any of its agents, where the total cost of all work to be performed by all contractors and subcontractors in connection with the contract is at least one hundred thousand dollars (\$100,000), shall contain a provision requiring that, not later than thirty (30) days after the date such contract is awarded, each contractor furnish proof to the Labor Commissioner that all employees performing manual labor on or in such public building, pursuant to such contract, have completed a course of at least ten (10) hours in duration in construction safety and health approved by the federal Occupational Safety and Health Administration or, in the case of telecommunications employees, have completed at least ten (10) hours of training in accordance with 29 CFR 1910.268.

#### 4.0 Nondiscrimination and Affirmative Action

This contract is subject to Federal and state laws, including Title VII of the 1964 Civil Rights Act, 42 U.S.C. § 2000e-2(a)(1), and the Connecticut Fair Employment Practices Act, C.G.S. §46a-60 et seq., prohibit various forms of discrimination and illegal harassment in employment.

#### 4.1 Nondiscrimination and Affirmative Action Provisions:

- 4.1.1 This section is inserted in connection with C.G.S. § 4a-60, as revised.
- **4.1.2** References in this section to "contract" **shall** mean this Contract and references to "contractor" **shall** mean the Contractor/Bidder.
- 4.1.3 C.G.S. § 4a-60, as revised:
- (a) Every contract to which the state or any political subdivision of the state other than a municipality is a party shall contain the following provisions:
- (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut; and the contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved;
- (2) The contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the commission;
- (3) The contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the commission advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;

- (4) The contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e and 46a-68f; and
- (5) The contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor as relate to the provisions of this section and section 46a-56.
- (b) If the contract is a public works contract, the contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.
- (c) (1) Any contractor who has one or more contracts with the state or a political subdivision of the state that is valued at less than fifty thousand dollars for each year of the contract shall provide the state or such political subdivision of the state with a written or electronic representation that complies with the nondiscrimination agreement and warranty under subdivision (1) of subsection (a) of this section, provided if there is any change in such representation, the contractor shall provide the updated representation to the state or such political subdivision not later than thirty days after such change.
- (2) Any contractor who has one or more contracts with the state or a political subdivision of the state that is valued at fifty thousand dollars or more for any year of the contract shall provide the state or such political subdivision of the state with any one of the following:
- (A) Documentation in the form of a company or corporate policy adopted by resolution of the board of directors, shareholders, managers, members or other governing body of such contractor that complies with the nondiscrimination agreement and warranty under subdivision (1) of subsection (a) of this section;
- (B) Documentation in the form of a company or corporate policy adopted by a prior resolution of the board of directors, shareholders, managers, members or other governing body of such contractor if (i) the prior resolution is certified by a duly authorized corporate officer of such contractor to be in effect on the date the documentation is submitted, and (ii) the head of the agency of the state or such political subdivision, or a designee, certifies that the prior resolution complies with the nondiscrimination agreement and warranty under subdivision (1) of subsection (a) of this section; or

#### 4.1.3 - C.G.S. § 4a-60, as revised: (continued)

- (C) Documentation in the form of an affidavit signed under penalty of false statement by a chief executive officer, president, chairperson or other corporate officer duly authorized to adopt company or corporate policy that certifies that the company or corporate policy of the contractor complies with the nondiscrimination agreement and warranty under subdivision (1) of subsection (a) of this section and is in effect on the date the affidavit is signed.
- (3) Neither the state nor any political subdivision shall award a contract to a contractor who has not provided the representation or documentation required under subdivisions (1) and (2) of this subsection, as applicable. After the initial submission of such representation or documentation, the contractor shall not be required to resubmit such representation or documentation unless there is a change in the information contained in such representation or documentation. If there is any change in the information contained in the most recently filed representation or updated documentation, the contractor shall submit an updated representation or documentation, as applicable, either (A) not later than thirty days after the effective date of such change, or (B) upon the execution of a new contract with the state or a political subdivision of the state, whichever is earlier. Such contractor shall also certify, in accordance with subparagraph (B) or (C) of subdivision (2) of this subsection, to the state or political subdivision, not later than fourteen days after the twelve-month anniversary of the most recently filed representation, documentation or updated representation or documentation, that the representation on file with the state or political subdivision is current and accurate.
- (d) For the purposes of this section, "contract" includes any extension or modification of the contract, "contractor" includes any successors or assigns of the contractor, "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced, and "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders. For the purposes of this section, "contract" does not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in section 1-120, (3) any other state, as defined in section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in subparagraph (1), (2), (3), (4) or (5) of this subsection.
- (e) For the purposes of this section, "minority business enterprise" means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) Who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.
- (f) Determination of the contractor's good faith efforts shall include but shall not be limited to the following factors: The contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

- (g) The contractor shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its good faith efforts.
- (h) The contractor shall include the provisions of subsections (a) and (b) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

# 4.2 Nondiscrimination Provisions Regarding Sexual Orientation:

- 4.2.1 This section is inserted in connection with C.G.S. § 4a-60a, as revised.
- **4.2.2** References in this section to "contract" **shall** mean this Contract and references to "contractor" **shall** mean the Contractor/Bidder.

#### 4.2.3 C.G.S. § 4a-60a, as revised:

- (a) Every contract to which the state or any political subdivision of the state other than a municipality is a party shall contain the following provisions:
- (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation:
- (2) The contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;
- (3) The contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to section 46a-56; and
- (4) The contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor which relate to the provisions of this section and section 46a-56.
- (b) (1) Any contractor who has one or more contracts with the state or a political subdivision of the state that is valued at less than fifty thousand dollars for each year of the contract shall provide the state or such political subdivision of the state with a written representation that complies with the nondiscrimination agreement and warranty under subdivision (1) of subsection (a) of this section.
- (2) Any contractor who has one or more contracts with the state or a political subdivision of the state that is valued at fifty thousand dollars or more for any year of the contract shall provide the state or such political subdivision of the state with any of the following:
- (A) Documentation in the form of a company or corporate policy adopted by resolution of the board of directors, shareholders, managers, members or other governing body of such contractor that complies with the nondiscrimination agreement and warranty under subdivision (1) of subsection (a) of this section;
- (B) Documentation in the form of a company or corporate policy adopted by a prior resolution of the board of directors, shareholders, managers, members or other governing body of such contractor if (i) the prior resolution is certified by a duly authorized corporate officer of such contractor to be in effect on the date the documentation is submitted, and (ii) the head of the agency of the state or such political subdivision, or a designee, certifies that the prior resolution complies with the nondiscrimination agreement and warranty under subdivision (1) of subsection (a) of this section; or
- (C) Documentation in the form of an affidavit signed under penalty of false statement by a chief executive officer, president, chairperson or other corporate officer duly authorized to adopt company or corporate policy that certifies that the company or corporate policy of the contractor complies with the nondiscrimination agreement and warranty under subdivision (1) of subsection (a) of this section and is in effect on the date the affidavit is signed.
- (3) Neither the state nor any political subdivision shall award a contract to a contractor who has not provided the representation or documentation required under subdivisions (1) and (2) of this subsection, as applicable. After the initial submission of such representation or documentation, the contractor shall not be required to resubmit such representation or documentation unless there is a change in the information contained in such representation or documentation. If there is any change in the information contained in the most recently filed representation or updated documentation, the contractor shall submit an updated representation or documentation, as applicable, either (A) not later than thirty days after the effective date of such change, or (B) upon the execution of a new contract with the state or a political subdivision of the state, whichever is earlier.

**PAGE 16 OF 16** 

- Such contractor shall also certify, in accordance with subparagraph (B) or (C) of subdivision (2) of this subsection, to the state or political subdivision, not later than fourteen days after the twelve-month anniversary of the most recently filed representation, documentation or updated representation or documentation, that the representation on file with the state or political subdivision is current and accurate.
- 4) For the purposes of this section, "contract" includes any extension or modification of the contract, and "contractor" includes any successors or assigns of the contractor. For the purposes of this section, "contract" does not include a contract where each contractor is (A) a political subdivision of the state, including, but not limited to, a municipality, (B) a quasi-public agency, as defined in section 1-120, (C) any other state, as defined in section 1-267, (D) the federal government, (E) a foreign government, or (F) an agency of a subdivision, agency, state or government described in subparagraph (A), (B), (C), (D) or (E) of this subdivision.
- (c) The contractor shall include the provisions of subsection (a) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

End of Section 00 21 13 Instructions to Bidders

# **Pre-Bid Meeting Agenda:**

DAS ● Construction Services ● Office of Legal Affairs, Policy, and Procurement

# 1.0 Pre-Bid Meeting:

The Construction Administrator will conduct a Pre-Bid Meeting.

For the Pre-Bid Meeting Date, Time, and Location see Section 00 11 16 Invitation To Bid for this Specific Bid.

# 1.2 Attendance:

1.2.1	General Contractor:	Attendance at the Pre-Bid Meeting is <b>MANDATORY</b> . At the Pre-Bid Meeting, all prospective bidders shall <i>sign</i> his or her name on the <b>official roster</b> and <i>list</i> the name and address of the company he or she represents. For <b>MANDATORY</b> Pre-Bid Meetings, this shall be done no later than the designated <b>start time</b> of the Pre-Bid Meeting. Prospective bidders are advised to register early as <b>no</b> attendee will be allowed to register <i>after</i> the advertised start time. <b>Bids</b> submitted by contractors who have <i>not properly</i> registered and attended the <b>MANDATORY</b> Pre-Bid Meeting <i>shall be rejected</i> as <b>non-responsive</b> .
1.2.2	Subcontractors:	Attendance at the Pre-Bid Meeting is recommended.
1.2.3	Pre-Bid Meeting Sign-in Sheet:	It is MANDATORY that all attendees sign the Pre-Bid Meeting Sign-in Sheet.

- 1.3 Site/Facility Visit or Walkthrough: Please do not make any Site/Facility Visits without notifying the DAS/CS Project Manager prior to your visit.
  - 1.3.1 A Site/Facility Visit or Walkthrough is scheduled for the Pre-Bid Meeting
  - 1.3.2 A Site/Facility Visit or Walkthrough is NOT scheduled for the Pre-Bid Meeting

# 1.4 Bidder Questions:

1.4.1 Submit <u>written</u> questions to be discussed at the **Pre-Bid Meeting** a <u>minimum of two (2) Calendar Days</u> **prior** to **Pre-Bid Meeting date**. See the **Invitation to Bid** for instructions on submitting questions.

<u>IMPORTANT NOTE:</u> In accordance with DAS Regulations, **no** participants in any Selection, Proposal, or Bidding process, including User Agency representative(s), shall communicate with any potential Offeror prior to, during, or upon conclusion of the entire Selection, Proposal, or Bidding procedure, with the exception of information necessary to complete the administrative steps of the Selection process.

# 2.0 Pre-Bid Meeting Agenda:

The Pre-Bid Meeting Agenda will include a review of topics, <u>as applicable to the Project</u>, which may affect proper preparation and submittal of bids, including, but not limited to, the following:

# 2.1 Introduction of Participants:

- **2.1.1 Architect/Engineer:** Jerry Alverson, P.E., BVH Integrated Services
- 2.1.2 CA: Stephen Buccheri, Newfield Construction, Inc.
- 2.1.3 DAS Representative: Joel Baranowski, DAS Division of Construction Services
- 2.1.4 Agency Representative: Chris Dupuis, PE, Board of Regents, State Colleges and Universities

# 2.0 Pre-Bid Meeting Agenda (continued):

2.2	Proje	ect Summary:					
	2.2.1	Summary of Work: See General Requirements Section 01 11 00					
	2.2.2	2.2.2 Temporary Facilities and Controls: See General Requirements Section 01 50 00					
	2.2.3	3 Work Sequence: See General Requirements Section 01 11 00					
	2.2.4	Contractor Use of Premises: See General Requirements Section 01 11 00					
	2.2.5	5 Project Schedule					
	2.2.6	Contract Time					
	2.2.7	<b>Liquidated Damages:</b> See General Conditions Section 00 73 13, Articles 1 and 8, and 00 41 00 Bid Proposal Form.					

2.3	Procu	Procurement and Contracting Requirements:			
	2.3.1	Section 00 11 16 – Invitation to Bid			
	2.3.2	Section 00 21 13 – Instructions to Bidders			
	2.3.3	Section 00 41 00 – Bid Proposal Form			
	2.3.4	Section 00 41 10 – Bid Package Submittal Requirements			
	2.3.5	Section 00 30 00 – General Statements for Available information			
	2.3.6	Division 50 – Project-Specific Available Information			
	2.3.7	Bonding			
	2.3.8	Insurance			
	2.3.9	Bid Security			
	2.3.10	Notice of Award			

2.4	Com	nmunication During Bidding Period:					
	2.4.1	<ul> <li>2.4.1 Obtaining Bid Documents</li> <li>2.4.2 Access to DAS Website, BizNet, and State Contracting Portal</li> <li>2.4.3 Bidder's Requests for Information: See General Requirements Sections 01 26 00</li> <li>2.4.4 Substitution Procedures (Prior to Bid): See General Requirements Section 01 25 00 &amp; General Conditions Section 00 73 13, Article 15.</li> </ul>					
	2.4.2						
	2.4.3						
	2.4.4						
	The Owner will consider Pre-Bid Equals or Substitutions Requests, if made <b>fourteen (14)</b> Calprior to the <b>Bid Due Date.</b> The information on all materials shall be consistent with the information of the consistent with the consistent with the information of the consistent with the consistent with the information of the consistent with the consistency with						
	2.4.5 Substitutions following Contract Award: See General Requirements Section 01 25 00 & Conditions Section 00 73 13, Article 15.						
		Subject to the Architect or Engineer's determination, if the material or equipment is Equal to the one specified or pre-qualified and the DAS/CS Project Manager's approval of such determination, Substitution of Material or Equipment may be allowed after the Letter of Award is issued, as specified in the Conditions Section 00 73 13, Article 15.					
	2.4.6	Addenda Procedures: See Item No. 2.7 of this form					

# 2.0 Pre-Bid Meeting Agenda (continued):

# 2.5 Contract Considerations:

2.5.1 Allowances: See General Requirements Section 01 20 00

- 2.5.2 Unit Prices: See General Requirements Section 01 20 00
  2.5.3 Supplemental Bid: See General Requirements Section 01 23 13 and 00 41 00 Bid Proposal Form.
- 2.6 Separate Contracts:
  - 2.6.1 Work by Owner
  - 2.6.2 Work of Other Contracts

# 2.7 Post Pre-Bid Meeting Addendum:

- 2.7.1 No Interpretations of the meaning of the plans, specifications or other contract documents will be made orally at any time. Every bidder <u>request</u> for such interpretation <u>shall</u> be in writing to the awarding authority and to be given consideration <u>shall</u> be received at least fourteen (14) Calendar Days <u>prior</u> to the Bid Due Date. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be posted on the State Contracting Portal.
- 2.7.2 Other Bidder Questions

# 2.8 Other Agenda Topics and Notes:

- 2.8.1 Haz-Mat Work Asbestos Abatement included in contract and not in contract.
- Phased Construction The contractor is limited to replace HVAC systems off-season. However, the Contractor can, at their own risk provide temporary heating and cooling systems of equal capacity in order to advance the schedule and perform systems replacement concurrent with the seasons.
- 2.8.3 College operations The College operates 355 360 days annually and cannot permit a loss of heat in the winter or cooling in the summer.
- 2.8.4 Work to cut-over to new electrical distribution, including emergency power, installed under this contract will need to be done off-hours on overtime under the base bid.
- 2.8.5 Review of site logistics, contractor laydown, temporary facilities, contractor parking, personal badging.

# 3.0 Pre-Bid Meeting Minutes:

# 3.1 Recording and Distribution of Pre-Bid Meeting Minutes:

3.1.1 The **Construction Administrator** is responsible for conducting the Pre-Bid Meeting and will record and distribute meeting minutes to attendees [and others known by the issuing office to have received a complete set of Procurement and Contracting Documents].

# 3.2 Pre-Bid Meeting Minutes as "Available Information"

3.2.1 Minutes of the Pre-Bid Meeting are issued as "Available Information" and <u>do not</u> constitute a modification to the Procurement and Contracting Documents. <u>Modifications to the Procurement and Contracting Documents are issued by written Addendum only.</u>

# 3.3 Pre-Bid Meeting Sign-in Sheet:

**3.3.1** Minutes will include the list of meeting attendees.

# 3.4 List of Planholders:

**3.4.1** Minutes will include the list of planholders.

# 00 25 13 Pre-Bid Meeting Agenda

00 30 00	<b>GENERAL</b>	<b>STATEMENTS</b>	FOR AVAIL	ABLE INFORMATION
	OF:4F:7VF			

NOT USED

- A. Summary: This Section is <u>not</u> a Bidding Document, but directs Bidders to <u>Division 50 00 00 Project-Specific Available Information</u> that provides project-specific information available for review by Bidders.
- B. Bidder Responsibility: The Bidder is responsible for information, including but not limited to, any interpretations and opinions of information contained in any plans, reports, evaluations, and logs, or shown on any drawings, or indicated on any drawings. Division 50 00 00 Project-Specific Available Information is provided to Bidders for their use in the preparation of a Bid.
- **C. Measurement: Division 50 00 00 Project-Specific Available Information shall** be utilized for determination of payment for the Work during construction of the project.
- D. Payment: No separate payment will be made for any Work under Division 50 00 00 Project-Specific Available Information.
- E. Related Sections: Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section. See Division 50 00 00 Project-Specific Available Information for information that is available for this Project.
- F. Please read the following **General Statement(s)** that describe the type of project-specific information that is available in **Division 50 00 00 Project-Specific Available Information**:

00 30 00	General Statements For Available Information Table Of Contents	Not Used
00 30 10	General Statement for Existing Conditions Survey	
00 30 20	General Statement for Environmental Assessment Information	
00 30 30	General Statement for Hazardous Building Materials Inspection and Inventory	
00 30 40	General Statement for Subsurface Geotechnical Report	
00 30 50	General Statement for Elevator Agreement	
00 30 60	General Statement for FM Global Checklist for Roofing	

00 30 10	GENERAL STATEMENT FOR EXISTING CONDITIONS SURVEY	Not Used ⊠
00 30 20	GENERAL STATEMENT FOR ENVIRONMENTAL ASSESSMENT INFORMATION	Not Used ⊠
00 30 30	GENERAL STATEMENT FOR HAZARDOUS BUILDING MATERIALS INSPECTION AND INVENTORY	Not Used □

A. Related Documents

#### **Asbestos Abatement:**

- Section 01 20 00 Contract Considerations
- Section 01 35 16 Alteration Project Procedures
- Section 02 82 13 Asbestos Abatement

#### **Lead-Based Paint Abatement:**

- Section 01 20 00 Contract Considerations
- Section 01 35 16 Alteration Project Procedures

#### **PCBs** in Building Materials Abatement

- Section 01 20 00 Contract Considerations
- Section 01 35 16 Alteration Project Procedures

#### **Mold and Universal Waste Abatement:**

Section 01 35 16 Alteration Project Procedures

# B. Description of Work:

# 1. Work Involving Asbestos Containing Material (ACM):

Not Used

- 1.1 Testing for asbestos has been conducted at the facility scheduled for renovation, demolition, reconstruction, alteration, remodeling, or repair. Results of the asbestos testing are summarized in Division 50 00 00 Project-Specific Available Information, Section 50 30 00 Hazardous Building Materials Inspection and Inventory at the end of the Technical Specification Sections.
- 1.2 Under no circumstance shall this information be the sole means used by the Contractor for determining the extent of asbestos. The Contractor shall be responsible for verification of all field conditions affecting performance of the Work.

# 2. Work Involving Lead-Based Paint (LBP):

Not Used ⊠

3. Work Involving Polychlorinated Biphenyls (PCBs) in Building Materials: Not Used ⊠

# 4. Work Involving Mold:

Not Used ⊠

5. Work Involving Universal Wastes

Not Used 🖂

(Products Containing Persistent Bioaccumulative Toxic Chemicals (PBT's)):

#### **End of Section**

00 30 30 General Statement for Hazardous Building Materials Inspection and Inventory

# 00 30 40 GENERAL STATEMENT FOR SUBSURFACE GEOTECHNICAL REPORT

Not Used ⊠

# 00 30 50 GENERAL STATEMENT FOR ELEVATOR AGREEMENT

Not Used ⊠

#### 00 30 60 GENERAL STATEMENT FOR FM GLOBAL CHECKLIST FOR ROOFING SYSTEMS Not Used

#### A. Related Documents:

- 1. Section 01 35 16 Alteration Project Procedures;
- 2. Section 07 72 00 Roof Accessories.

#### B. Description of Work:

- Work Involving FM Global requirements for Existing Roof Removal and Replacement With New Roof:
  - 1.1 The Contractor shall be responsible for adhering to FM Global Checklist Requirements for Roof Removal and Replacement With New Roof. See Section 01 35 16 Alteration Project Procedures and Section 07 52 16 SBS Modified Bitumen Membrane Roofing for additional technical specifications and Contractor responsibilities.
  - 1.2 Refer to the FM Global Data Sheet Website

    (http://www.fmglobal.com/fmglobalregistration/) and the FM Global Roof Design /

    Approval Web Tool RoofNav (https://roofnav.fmglobal.com/RoofNav/Login.aspx).

PAGE 3 OF 3

1.3 A sample of the FM Global Checklist is located in **Division 50 00 00 Project-Specific Available Information, 50 60 00 FM Global Checklist For Roofing Systems** at the end of the Technical Specification Sections.

End of Section 00 30 60 General Statement for FM Global Checklist for Roofing Systems

End of Section
00 30 00 General Statements for Available Information

Certificate (of Authority)
DAS Construction Services Project No.:
I (Signer's Name) <sup>1</sup> (Signer's Title)
of, an entity lawfully organized and existing under the laws  (Name of Entity)
of, do hereby certify that the following is a true and correct (Name of State or Commonwealth)
copy of a resolution adopted on the Day) <sup>2</sup> day of Month) <sup>2</sup> , 20 yet by the governing body of
, in accordance with all of its documents of governance and (Name Of Entity)
management and the laws of and further certify that such resolution has not (Name of State or Commonwealth)
been modified, rescinded or revoked, and is at present in full force and effect.
RESOLVED: that  (Name of Signer of Contract Documents) (Title Of Signer Of Contract Do
of is empowered and authorized, on behalf of the entity,  (Name of Entity)
to execute and deliver contracts and amendments thereto, and all documents required by the Governor, the Connecticut
Department of Administrative Services, the Connecticut State Properties Review Board and the Office of the Attorney
General associated with such contracts and amendments.
IN WITNESS WHEREOF, the undersigned has executed this certificate this day of (Month) , 20 (Year) .
(Signature)
(Print Name) (Title)

# **Reference Notes:**

- The signer of this certificate must be someone *other than* the signer of the contract documents *except for* a sole managing member of an LLC or the sole officer or sole principal of a corporation. *If* the signer is a sole managing member of an LLC, *then* along with this certificate the signer must provide a letter on company letterhead that indicates the signer is a sole member and managing member. If the signer is the sole officer or sole principal of a corporation, then the signer must provide with the certificate a letter on company letterhead setting forth this fact.
- 2 This date must be on or before the date of signing of the Bid Proposal (or Contract).
- 3 This person shall sign the Contract and other required documents.
- 4 This date must be on or after the date of signing of the Bid Proposal (or Contract).

#### For Your Information:

# **Certificate (of Authority)**

# **All Bidders:**

Complete page 1, print, sign, and scan to PDF. Upload the PDF form to BizNet.

What the **Certificate** is saying is that the organization authorized the signatory to sign the pertinent **documents other than** the Certificate (of Authority) and that, as of the date of **execution** of the CERTIFICATE (i.e., the date set forth in the "In Witness Whereof" blanks) there has been no change in that authorization.

# **Instructions For Completing The Certificate (of Authority)**

# The <u>Certificate (of Authority)</u> to <u>Accompany</u> the <u>Bid Proposal Form</u>:

- 1. 1<sup>st</sup> Paragraph:
  - **1.1** First, enter the name and title of the individual signing the Certificate (of Authority).
  - **1.2** Second, enter the legal name of the entity (exactly as it is shown on the Secretary of State registry).
  - **1.3** Third, enter the name of the state or commonwealth the entity is registered in.
  - **1.4** Fourth, enter the date the resolution was adopted by the governing body. This date is on or before the date the <u>Bid Proposal</u> is signed.
  - **1.5** Fifth, enter the name of the state or commonwealth the entity is registered in.
- 2. 2<sup>nd</sup> Paragraph:
  - **2.1** First, enter the name and title of the individual signing bid documents for the entity.
  - 2.2 Second, enter the legal name of the entity (exactly as it is shown on the Secretary of State registry).
- 3. Last Paragraph:
  - 3.1 Enter the Witness Date<sup>1</sup>. This date will likely be the date of execution of the Bid Proposal form.

<sup>1</sup> This Witness Date Should Not Be Before The Date Of Execution Of The Bid Proposal.

# The Certificate (of Authority) to Accompany the Contract:

- 1. 1st Paragraph:
  - 1.1 First, enter the name and title of the individual signing the Certificate (of Authority).
  - **1.2** Second, enter the legal name of the entity (exactly as it is shown on the Secretary of State registry).
  - 1.3 Third, enter the name of the state or commonwealth the entity is registered in.
  - 1.4 Fourth, enter the date the resolution was adopted by the governing body. This date is on or before the date the Contract is signed.
  - 1.5 Fifth, enter the name of the state or commonwealth the entity is registered in.
- 2. 2<sup>nd</sup> Paragraph:
  - **2.1** First, enter the name and title of the individual signing contract documents for the entity.
  - **2.2** Second, enter the legal name of the entity (exactly as it is shown on the Secretary of State registry).
- 3. Last Paragraph:
  - 3.1 Enter the Witness Date 1. This date will likely be the date of execution of the Contract.

<sup>1</sup> This Witness Date Should Not Be Before The Date Of Execution Of The Contract.

**End of Section 00 40 14 Certificate (of Authority)** 

# State of Connecticut Department of Administrative Services (DAS) Contractor Prequalification Forms

#### **IMPORTANT INFORMATION – PLEASE READ**

For Projects with estimated Construction Costs greater than \$500,000

# WHEN YOU SUBMIT A BID YOU MUST INCLUDE WITH YOUR OTHER DOCUMENTS THE FOLLOWING:

1. A copy of your "DAS Contractor Pregualification Certificate".

This document may be found at the DAS Contractor Pregualification Search:

Go to the DAS Homepage (<u>www.ct.gov/DAS</u>), click on "Doing Business with the State", click on "Apply for DAS Construction Contractor Prequalification", click on "How To", and then click on "Search Prequalified Companies".

To search for your company, just type in your company name and click on "Go" to pull up your company. When your company information appears you will notice that your company name is shown as a blue link. Just click on this link and it will take you to your Prequalification Certificate.

# 2. A "DAS Update (Bid) Statement".

This document may be found and completed on-line at the Bid Statement Online Application.

Go to the DAS Homepage (<a href="www.ct.gov/DAS">www.ct.gov/DAS</a>), click on "Doing Business with the State", click on "Apply for DAS Construction Contractor Prequalification", click on "Documents/Forms", click on "Update Bid Statement", and then click on "Bid Statements".

Follow instructions in the "Instructions for Prequalification".

Go to the DAS Homepage (<a href="www.ct.gov/DAS">www.ct.gov/DAS</a>), click on "Doing Business with the State", click on "Apply for DAS Construction Contractor Prequalification", click on "How To", and then click on "View Instructions for Prequalification".

Should you have any questions or concerns, please call (860) 713-5280.



	efhosurement (Rusiness   Fleet Sensions ) Jobs (Human Resource   Resource Directors   News
	CT Goo Home   Blood DIS   Contact DIS   Press Room   DIS Home   Quick Links   EAQ   Ste Mag-
D/IS NOME	The Department of Administrative Services, <u>Review our Privacy Policy</u> . All State disclaimers and permissions apply.  Need to contact us? Send e-mail to das webmaster@po.state.ot.us
	Copyright 40001, 2002, 2003, 2004 - Last Updated: Saturday, October 05, 2004
Get Combat 人	The software to view and print Adobe Acrobat documents (PDF Files) is available free from the Adobe website.  To get a free copy of the software, click the "Get Acrobat" image.

For information regarding the DAS Contractor Prequalification Program visit the above mentioned website or call (860) 713-5280.

http://www.das.state.ct.us - click on contractor prequalification (under the business section).

# State of Connecticut Department of Administrative Services (DAS) Contractor Prequalification Update Bid Statement

(Statement to be included with the bid)

#### Public Act No. 04-141 - AN ACT REVISING PREQUALIFICATION REQUIREMENTS FOR STATE CONSTRUCTION CONTRACTS.

On and after October 1, 2004, each bid submitted for a contract shall include a copy of a prequalification <u>certificate</u> issued by the Commissioner of Administrative Services. The bid shall also be accompanied by an update statement in such form as the Commissioner of Administrative Services prescribes. The form for such update statement shall provide space for information regarding all projects completed by the bidder since the date the bidder's prequalification certificate was issued or renewed, all projects the bidder currently has under contract, including the percentage of work on such projects not completed, the names and qualifications of the personnel who will have supervisory responsibility for the performance of the contract, any significant changes in the bidder's financial position or <u>corporate structure</u> since the date the certificate was issued or renewed, <u>any change in the contractor's qualification status</u> and such other relevant information as the Commissioner of Administrative Services prescribes. Any bid submitted without a copy of the prequalification certificate and an update statement shall be invalid.

Name of Company:					_	
FEIN:	AN FRA					
Company Address:						
Prequalification Contact and Telephone Number						
Date of Prequalification with the DAS:	Single Limit:		Aggreg	ate Work Capad	city (AWC	<b>;</b> ):
* This amount equals your company's AWC min	us the Total \$ Amount of Work I	Remaining.	* Remai	ning Aggregate	e Work Ca	apacity:
Please list all of your company's (100%) (Please add additional page(s) if required	)			tion: Date Proje	ect	Total Contract
Name of Project		Owner of P	roject	Complete		Amount
(Please add additional page(s) if required	d. Please total the Work Re	emaining c	olumn)			
(Please add additional page(s) if required		emaining c		Total Contract Amount	% Comple	Work ete Remaining (\$)
				Contract	, -	ete Remaining
				Contract	, -	ete Remaining

Name of Project that company

PAGE 4 OF 4

Please list the names and titles of the personnel who will have supervisory responsibility for the performance of the contract being bid on:

Individual Name	no	dividual
	)	
Have there been a		
business organization, which might affect your compa successfully complete this contract?	ny's ability to	
Yes or No		
If yes, please explain:		
l, certify under penalty of law that all of the information contai Statement is true and accurate to the best of my knowledge a		
Signature	Date	
It is the responsibility of the Awarding Authority to determine contractor's performance on this project.	if any of the information provided ab	ove will impact the

The DAS' Contractor Prequalification Program can be reached at (860) 713-5280

Rev.12.22.2004

# **Bid Proposal Form**

DAS I Construction Services I Office of Legal Affairs, Policy, and Procurement 450 Columbus Boulevard, Suite 1302 I Hartford, CT 06103

Date and Time of Bid Opening:	See page 1 of Section 00 11 16 Invitation To Bid.
Instructions for On-Line Bidding:	Follow the instructions in 6001 Construction On-line Bidding Instructions, available for download from the DAS/CS Library ( <a href="http://portal.ct.gov/DASCSLibrary">http://portal.ct.gov/DASCSLibrary</a> ) > 6000 Series – Bid Phase Forms. For questions, call 860-713-5794 or 860-713-5783.

# **Instructions for Completing This Bid Proposal Form:**

- **Download** and **save** the Bid Proposal Form to your computer. Close the form. Open your *saved* Bid Proposal Form and type required information in blue boxes. (Remember to keep saving to your computer.)
- · On your Word Toolbar, click "View" then "Edit Document" or "Print Layout" in order to edit the form.
- When your Bid Proposal Form is complete, perform a final "save" to your computer! Print ALL pages and sign
  your Bid Proposal Form. Scan ALL pages of your Bid Proposal Form to PDF. Upload the PDF Bid Proposal
  Form to BizNet.
- **Duly Authorized Signature:** A duly authorized representative of the Bidder or Bidder's partnership, firm, corporation or business organization must sign the Bid Proposal Form.
- · No Facsimile Signature is permitted. All information below is to be filled in by the Bidder.
- If an Addendum is issued that **changes** the **Bid Proposal Form** then the **Revised Bid Proposal Form** (issued with the Addendum) **must** be uploaded instead.
- Upload to BizNet only the additional Bid Package Documents as described in Table 1 of Section 00 41 10 Bid Package Submittal Requirements.
- A signed and scanned **Certificate** (of **Authority**), **Section 00 40 14**, **must** be uploaded to Biznet **prior** to the date and time of the Bid Opening.
- Any Bid Proposal Form that has omitted or added items, altered the form, contains conditional, alternative, or obscure bids, or is submitted without the signature of the bidder or its authorized representative, will be rejected.
   See Section 00 21 13 Instructions to Bidders for additional information.

1.0 General Bid Proposal Information:				
Construction Costs:	Greater Than \$500,000			
Bidding Limited To :	Contractors Prequalified by DAS for General Building Construction (Group C)			
Threshold Limits: (C.G.S. §29-276b)	This Project DOES NOT exceed Threshold Limits.			
Set Aside Requirements:	SBE Subcontractors &/or Suppliers: 25%; MBE Subcontractors &/or Suppliers: 6.25%			
Project Title:	Renovations to Physical Plant			
	Naugatuck Valley Community College			
Project Location:	Waterbury, CT			
Project Number:	BI-CTC-500			
Pre-Bid Meeting:	See Section 00 11 16 Invitation to Bid and Section 00 25 13 Pre-Bid Meeting.			
Plans and Specifications	BVH Integrated Services, P.C.			
prepared by A/E:	206 West Newberry Road			
	Bloomfield, CT 06002			

PAGE 2 OF 9

**1.1 Commencement and Acceptance:** (See Section 00 73 13 General Conditions, Article 4 - Commencement and Progress of Work and Article 1 - Definitions)

The Selected Bidder shall commence Work within fourteen (14) Calendar Days after receiving a

"Construction Start Date and Notice to Proceed" by the Commissioner or authorized representative

and continue for and then continue

Calendar Days for "Substantial Completion" of the project;

Calendar Days for "Acceptance" of the Work.

1.2 Liquidated Damages: (See Section 00 73 13 General Conditions, Article 8 – Damages & Article 1 - Definitions)

# 1.2.1 Liquidated Damages – Substantial Completion:

600

90

The Selected Bidder shall be assessed \$

1.587.00

per Calendar Day <u>beyond</u> the date established for Substantial

Completion of the Contract according to the **Contract Time** as defined in **Article 1.28** of **Section 00 73 13 General Conditions**, and not otherwise excused or waived pursuant to the Contract Documents, as defined in **Article 1.23** of **Section 00 73 13 General Conditions**.

# 1.2.2 Liquidated Damages - Acceptance:

The Selected Bidder shall be assessed \$

1,401.00

per Calendar Day beyond ninety (90) days after the date of

said Substantial Completion that the Selected Bidder fails to achieve **Acceptance**, as defined in **Article 1.1** of **Section 00 73 13 General Conditions** and not otherwise excused or waived as described above.

- **1.3 Bid Proposal Statements and Conditions:** This **Bid Proposal Form** shall be submitted according to, and in compliance with, the foregoing and following statements, conditions, and/or information:
- 1.3.1 This Bid Proposal Form is submitted in accordance with Chapter 60 Construction And Alterations Of State Buildings, Part II Bidding And Contracts of the Connecticut General Statutes (C.G.S.), as amended, particularly C.G.S. § 4b-91(a)(5)(A) (C), and pursuant to, and in compliance with, the **Invitation to Bid** (Section 00 11 16), the **Instructions to Bidders** (Section 00 21 13), the **Bid Package Submittal Requirements** (Section 00 41 10), and the **Contract** (Section 00 52 03).
- 1.3.2 The Bidder proposes to furnish the labor and/or materials, installed as required for the Project named and numbered on this Bid Proposal Form, submitted herein, furnishing all necessary equipment, machinery, tools, labor and other means of construction, and all materials specified in the manner and at the time prescribed strictly in accordance with the provisions of the Contract including, but not limited to, the specifications and/or drawings together with all Addenda issued by the Awarding Authority and received by the Bidder, prior to the scheduled Date and Time of the Bid Opening as stated on page 1 of the Invitation To Bid, and in conformity with requirements of the Awarding Authority and any laws or Departmental regulations of the State of Connecticut or of the United States which may affect the same, for and in consideration of the price(s) stated on this Bid Proposal Form, hereof.
- 1.3.3 The Bidder acknowledges that the Proposed Lump Sum Base Bid submitted on this Bid Proposal Form includes all work indicated on the drawings and/or described in the specifications, except for the Contingent Work described in Subsection 2.4.
- 1.3.4 The Bidder acknowledges and agrees to furnish all labor and materials required for this Project, in accordance with the accompanying Plans and Specifications prepared by the Architect/Engineer listed on page 1 of this Bid Proposal Form, for the Contract Sum specified in the Proposed Lump Sum Base Bid in Subsection 2.1 of this Bid Proposal Form, subject to additions and deductions according to the terms of the specifications, and including the number of Addenda stated in Subsection 2.2 of this Bid Proposal Form.

# 1.4 Award:

- **1.4.1** All Bid Proposals shall be subject to the provisions of **Section 00 21 13 Instructions to Bidders** and for purpose of award, consideration shall be given only to Bid Proposals submitted by qualified and responsible Bidders.
- 1.4.2 The award shall be made on the **lowest Lump Sum Bid** and any or all **Supplemental Bid(s)** as stated in **Subsection 2.4.2** of this **Bid Proposal Form**, taken sequentially, as applicable, provided funds are available.
- **1.4.4** In the event of any **discrepancy** between the amount written in words and the amount written in numerical figures, the amount written in words shall be controlling.

2.0 Bid Proposal Requirements:					
	Bidder Information:				
	Bid Uploaded On:	(Month) (Day) (Year)			
	Proposal Of:	(Complete Bidder's Legal Company Name As Registered With the CT Secretary	of State)		
	Firm Address:	(Avenue / Street) , (Town / City) , (State)	(Zip Code)		
	Contact Person:	(Name) (Title)			
Co	ntact Information:	(Phone Number) (Fax Number) (Email Addre	ess)		
	Threshold Project:	Major Contractor Registration License No.:			
		All Bidders for Projects that exceed Threshold Limits (see page 1 of Form): Insert your Firm's Major Contractor Registration License Nur provided above. NOTE: If this Project does NOT exceed Threshold Applicable" in the blue box above. Delete this note by pressing the spa	mber in the space Limits, insert "Not		
2.1	Proposed Lump S	Sum Base Bid:			
2.1.1	and "printed words"	Proposed Lump Sum Base Bid in the spaces provided below, including bo dollar amount. The Proposed Lump Sum Base Bid shall include all Angs and/or described in the specifications except for Contingent Work.			
2.1.2		Sum Base Bid shall be shown in <u>both</u> numerical figures and "printed wo crepancy the "printed" words dollar amount shall govern.	ords" dollar amount.		
2.1.3	The <b>Proposed Lump S</b>	Sum Base Bid is:			
	\$				
		(Place <u>Numerical Figures</u> in the Box Above)			
			Dollars		
		(Insert "Printed Words" Dollar Amount in the Box Above)			
2.2	Number of Adden	nda:			
2.2.1 All Bidders: Insert the Number of Addenda issued by the State of Connecticut in the space provided below.					
2.2.2 Failure to acknowledge the <u>correct number</u> of all <b>Addenda</b> in <u>the box below</u> in this <b>Bid Proposal Form <u>shall</u></b> cause <b>rejection</b> of the bid.					
2.2.3		ges that their Proposed Lump Sum Base Bid Proposal includes:  mber of Addenda. If none, enter "0".			
2.3	Allowances:				
See S	ection 01 20 00 Contract	t Considerations in Division 01 General Requirements for Allowances for app	licability.		

PAGE 4 OF 9

2.4	Car	stine	ant.	١٨/	ark.
2.4	COL	itinc	ent	VV	JI K.

- 2.4.1 Base Bid Quantities and Defined Unit Prices: See Section 01 20 00 Contract Considerations in Division 01
  General Requirements for applicability regarding Base Bid Quantities and Defined Unit Prices for Earth and Rock
  Excavation, Miscellaneous Items, Alterations Items, Environmental Remediation, and/or Hazardous Building Materials
  Abatement.
- 2.4.2 Supplemental Bids: NOTE: Select the correct choices below. Delete this note by pressing the spacebar.
  - -1 See Section 01 23 13 Supplemental Bids in Division 01 General Requirements for applicability.
  - **.2 All Bidders: If Supplemental Bids are applicable** to this Project, insert the **Supplemental Bids** in the spaces provided below. Any **Supplemental Bids** listed below, *if* accepted by the Owner, will be taken cumulatively and in numerical order as scheduled. No Supplemental Bid will be skipped or taken out of numerical order as scheduled.

Suppl	Supplemental Bid No. 1: Enter information in blue boxes below:				
ADD:	\$			Dollars	
	(Insert Nume	ical Figures)	(Insert "Printed Words" Dollar Amount)		
Suppl	emental Bid N	o. 2: Enter inforn	nation in blue boxes below:		
ADD:	\$			Dollars	
	(Insert Nume	ical Figures)	(Insert "Printed Words" Dollar Amount)		
Suppl	emental Bid N	o. 3: Enter inforn	nation in blue boxes below:		
ADD:	\$			Dollars	
	(Insert Nume	ical Figures)	(Insert "Printed Words" Dollar Amount)		
Suppl	emental Bid N	o. 4: NOT APPLIC	CABLE		
ADD:	\$			Dollars	
	(Insert Nume	ical Figures)	(Insert "Printed Words" Dollar Amount)		

# 2.5 Bidder's Qualification Statement and Objective Criteria for Evaluating Bidders:

- 2.5.1 All Bidders: Download Section 00 45 14 General Contractor Bidder's Qualification Statement from BizNet for a template and instructions. Complete and upload Section 00 45 14 General Contractor Bidder's Qualification Statement to Biznet prior to the date and time of the Bid Opening. Information with regards to the General Contractor's Bidder's Qualification Statement is submitted and is made part of this Bid Proposal Form. Failure of a Bidder to answer any question or provide required information shall be grounds for the awarding authority to disqualify and reject the bid, pursuant to Connecticut General Statutes §4b-92.
- 2.5.2 All Bidders shall comply with Section 00 45 15 Objective Criteria Established for Evaluating Qualifications of Bidders. Note: Individual Specification Sections may contain General Contractor and/or Subcontractor Qualification requirements that exceed those in Section 00 45 15 Objective Criteria Established for Evaluating Qualifications of Bidders.

# 2.6 Bidder's Pregualification Requirements for Projects Exceeding \$500,000:

All Bidders for Projects with estimated Construction Costs <u>greater</u> than \$500,000: Upload to BizNet a current copy of your Firm's "DAS Contractor Prequalification Certificate" and "Update (Bid) Statement" for the applicable Class of Work on page 1 of this Bid Proposal Form *prior* to the date and time of the Bid Opening. Failure to comply with this requirement shall cause rejection of the bid and shall not be considered a minor irregularity under C.G.S. § 4b-95. See Section 00 40 15 CT DAS Prequalification Forms for instructions on preparing and/or downloading your Firm's "DAS Contractor Prequalification Certificate" and "DAS Update (Bid) Statement".

PAGE 5 OF 9

# 2.7 Named Subcontractors and Classes of Work:

2.7.1 All Bidders for Projects with one or more Classes of Work checked in Table 2.7 below: Complete Table 2.7 according to the instructions below. Failure to properly provide all of the required information in Table 2.7 may cause rejection of the bid.

	Table 2.7: Named Subcontractors and Classes of Work:	
$\boxtimes$	Electrical Work: Enter information in blue boxes below:	
	Complete Subcontractor Name:	
	Proposed Dollar Value of Subcontract: \$	
×	HVAC Work: Enter information in blue boxes below:	
	Complete Subcontractor Name:	
	Proposed Dollar Value of Subcontract: \$	
	Masonry Work: NOT APPLICABLE	
	Complete Subcontractor Name:	
	Proposed Dollar Value of Subcontract: \$	
$\boxtimes$	Plumbing Work: Enter information in blue boxes below:	
	Complete Subcontractor Name:	
	Proposed Dollar Value of Subcontract: \$	
	Environmental Remediation: NOT APPLICABLE	
	Complete Subcontractor Name:	
	Proposed Dollar Value of Subcontract: \$	
×	Hazardous Materials Abatement: Enter information in blue boxes below:	
	Complete Subcontractor Name:	
	Proposed Dollar Value of Subcontract: \$	
2.7.2	7.2 Instructions For Table 2.7:	
.1	.1 Each Class of Work set forth in a separate section of the specifications pursuant to this Section shall be a s	ubtrade
	designated in <b>Table 2.7</b> of this <b>Bid Proposal Form</b> and shall be the matter of a <b>subcontract</b> .	
.2	.2 When a box is checked in Table 2.7, the Bidder shall insert the name of the Subcontractor with the largest p Subcontract Value; this is known as the "Named Subcontractor". The Bidder shall provide <u>all</u> of the information	
	<u>checked</u> Class of Work.	101 00011
.3	.3 If a Bidder intends to use a Subcontractor to perform any portion of the Named Classes of Work, it	
	circumstances where the Subcontractor is a Small Business Enterprise (SBE) or a Minority Business Enterprise then it must list the Subcontractor or SBE/MBE Subcontractor as the case may be, for such Class of Work. A <b>Bid</b>	
	not substitute itself for any of the Named Classes of Work. The Bidder should not list itself as the	Named
	Subcontractor if it intends to use a Subcontractor to perform any portion of the Classes of Work listed in Table	<b>2.7</b> . The
,	Bidder should name the Subcontractor.  .4 For each Class of Work specified in Table 2.7, the Bidder shall list the Subcontractor with the largest Propose	d Dollar
	Value of Subcontract for each Class of Work as the Named Subcontractor and the Proposed Dollar Val	
	Subcontract. If the Bidder intends to use more than one Subcontractor to perform a Class of Work, then it shall	indicate
	the Subcontractor Name and Subcontract Value for the <i>largest</i> single Named Subcontractor.	f Mork of
.:	.5 If a Bidder customarily performs any of the specified Classes of Work and is Prequalified by DAS for the Class of the time of the Bid Opening Date if the work is greater than \$500,000, the Bidder may list itself as a Subcontractor	
	with its <b>price</b> in the space provided in <b>Table 2.7</b> . Failure to properly provide <u>all</u> of the <b>required information</b> in <b>T</b>	
	shall cause rejection of the bid.	D: 11
.6	.6 If the Bidder does not name itself or a Subcontractor for a specified Class of Work, it shall be presumed that the intends to perform with its own employees all work in such specified classes. The Bidder shall be required to	
	with its own employees <b>all</b> of the work of the specified class. Subcontracting any portion of such specified class	
	subsequently, will be considered a violation of C.G.S. § 4b-95 and subject the Bidder to disqualification under	
-	<ul><li>4b-95(e).</li><li>.7 In the event the Bidder either lists itself or is presumed to perform with its own employees all work in a specified of the event the Bidder either lists itself or is presumed to perform with its own employees all work in a specified of the event the Bidder either lists itself or is presumed to perform with its own employees all work in a specified of the event the Bidder either lists itself or is presumed to perform with its own employees all work in a specified of the event the Bidder either lists itself or is presumed to perform with its own employees all work in a specified of the event the Bidder either lists itself or is presumed to perform with its own employees.</li></ul>	class no
	such sub-bid by a Bidder shall be considered unless the Bidder can show to the satisfaction of the awarding a	
	based on objective criteria established for such purpose, that it customarily performs such subtrade work and is	
	to do the character of work required by the applicable section of the specifications.	

PAGE 6 OF 9

- 2.8 Set Aside Requirements: (see Section 00 73 38 "CHRO Contract Compliance Regulations") 2.8.1 All SBE/MBE Bidders: Submit a current copy of your Firm's "DAS Set-Aside Certificate" with your Bid Proposal Form prior to the date and time of the Bid Opening. For Projects Less Than \$500,000: Upload a completed copy of the CHRO Employment Information Form, "Bidder 2.8.2 Contract Compliance Monitoring Report" with your Bid Proposal Form prior to the date and time of the Bid Opening. The report is on the CHRO Webpage (http://www.ct.gov/chro/cwp/view.asp?a=2525&Q=315900&chroPNavCtr=I#45679). All Bidders shall be required to award not less than the percentage(s) stated on page 1 of this Bid Proposal Form to Subcontractors who are currently certified and eligible to participate under the State of Connecticut Set-Aside Program for SBE and/or MBE contractors, in accordance with C.G.S.§ 4a-60g. Failure to meet these requirements shall cause rejection of the bid. 2.9 Insurance Coverages: The limits of liability for the Insurance required for this project shall be those listed in Article 35 Contractors Insurance of Section 00 73 13 General Conditions. Also see Section 00 62 16 Certificate of Insurance. 2.9.1 **Special Hazards Insurance:** П None is Required. "X-C-U" Coverage (explosion, collapse, and underground damage) shall be required in accordance with Article 35 Contractors Insurance of Section 00 73 13 General Conditions.  $\boxtimes$ Asbestos Abatement Insurance is required.
- 2.9.2 **Builders Risk Insurance:**

П None is Required.

The Bidder shall be required to maintain Builder's Risk Insurance providing coverage for the entire Work at the project  $\boxtimes$ site, portions of the Work located away from the site but intended for use at the site, and portions of the Work in transit. Coverage shall be written on an All-Risk, Replacement Cost, and completed Value Form basis in an amount at least equal to the projected completed value of the Work and the policy shall state that the State of Connecticut shall be named as a loss payee not as an additional insured for these coverages.

#### 2.9.3 **Commercial General Liability Insurance:**

NOTE: There is a new requirement regarding commercial general liability (CGL) insurance: All selected firms are required to provide an endorsement to the CGL insurance stating that the State of Connecticut is an additional insured. Please be advised that a blanket endorsement may not be acceptable.

# 2.9.4 Owners and Contractors Protective Liability Insurance:

The Bidder shall maintain Owner's and Contractor's Protective Liability insurance providing a total limit of \$1,000,000 for all damages arising out of bodily injury or death of persons in any one accident or occurrence and for all damages arising out of injury or destruction of property in any one accident or occurrence and subject to a total (aggregate) limit of \$2,000,000 for all damages arising out of bodily injury to or death of persons in all accidents or occurrences and out of injury to or deatruction of property during the policy period. This coverage shall be for and in the name of the State of Connecticut.

# 2.9.5 Umbrella Liability Insurance:

This project requires Umbrella Liability Insurance. The Bidder shall provide an endorsement to the Umbrella Liability Insurance stating that the State of Connecticut is an additional insured. Select the correct Umbrella Limit for this Project's Contract Value using the "Umbrella Liability Insurance Table" below.

Umbrella Liability Insurance Table:				
	Contract Value	9	Umbrella Limit	
\$1.00	to	\$500,000.00	\$1,000,000.00	
\$500,000.01	to	\$1,000,000.00	\$2,000,000.00	
\$1,000,000.01	to	\$10,000,000	\$5,000,000.00	
\$10,000,000.01	to	\$30,000,000	\$10,000,000.00	
\$30,000,000.01	to	\$80,000,000	\$15,000,000.00	
\$80,000,000.01	to	\$150,000,000	\$20,000,000.00	
\$150,000,000.01	to	\$300,000,000	\$25,000,000.00	

# 3.0 Bid Proposal Acknowledgements:

The Bidder acknowledges and agrees to the following:

- 3.1 To Upload to BizNet Submit the Bid Proposal Form (all pages), All Other Bid Documents, Affidavits, and Certifications:
- 3.1.1 The Bidder acknowledges and agrees to electronically upload to DAS BizNet <u>all pages</u> of the <u>Bid Proposal Form</u>, All Other Bid Documents, Affidavits, and Certifications, as stated in as stated in <u>Section 00 21 13 Instructions to Bidders</u> and <u>Section 00 41 10 Bid Package Submittal Requirements</u>.
- Failure to upload any of the items marked with an asterisk (\*) in **Table 1** of **Section 00 41 10 Bid Package Submittal Requirements** *shall* cause rejection of the bid and *shall not* be considered a minor irregularity under **C.G.S.** § **4b-95**.
- 3.1.3 If there are any delays in the receipt of other documents then the Bid shall remain valid for the same additional number of days. For example, if the documents are submitted four (4) Calendar Days later; then the bid shall remain valid for ninety-four (94) Calendar Days.
- **3.1.4** Failure to submit the documents before the stated deadline **may** result in rejection of the bid at the sole discretion of the Commissioner of Administrative Services.

# 3.2 To Hold Bid Price:

The Bidder acknowledges and agrees to hold the **Proposed Lump Sum Base Bid** in **Subsection 2.1** of this Bid Proposal Form for **ninety (90) Calendar Days** and any extensions caused by the Bidder's delays in required submissions. The Bidder and the State may mutually agree to extend this period. The agreement to extend the **ninety (90) Calendar Day** period may occur after the expiration of the original **ninety (90) Calendar Day** period.

# 3.3 To Use and Accept Allowances:

When applicable to this Project, the Bidder acknowledges and agrees to accept and use the Allowances as shown in Section 01 20 00 Contract Considerations of Division 01 General Requirements as part of the Proposed Lump Sum Base Bid listed in Subsection 2.1 of this Bid Proposal Form.

# 3.4 To Use and Accept the Following Contingent Work:

- **3.4.1 Unit Prices:** When applicable to this Project, the Bidder **acknowledges and agrees** to accept and use the **Units, Add Unit Prices, and Deduct Unit Prices** as shown in **Section 01 20 00 Contract Considerations** of Division 01 General Requirements in evaluating either additions to or deductions from the Work.
- 3.4.2 Supplemental Bid: When applicable to this Project and if accepted by the Owner, the Bidder acknowledges and agrees to provide all labor, material and equipment to complete the Work in accordance with the Supplemental Bid described in Section 01 23 13 Supplemental Bids of Division 01 General Requirements and provided by the Bidder in Subsection 2.4.2 of this Bid Proposal Form.

# 3.5 To Use the Named Subcontractors Listed in Table 2.7:

The Bidder <u>agrees</u> that each of the **Named Subcontractors** stated in **Table 2.7** of this Bid Proposal Form will be used for the **Class of Work** indicated, for **the Proposed Total Subcontract Value dollar amount stated**, <u>unless</u> a **substitution** is permitted by the awarding authority as provided for in and in accordance with C.G.S. § 4b-96, as amended.

#### 3.6 To Make Good Faith Efforts to Employ MBEs:

The Bidder acknowledges and agrees to make **good faith efforts** to employ **Minority Business Enterprises (MBEs)** as **Subcontractors** and **Suppliers** of materials under such Contract.

# 3.7 To Submit a Certified Check or Bid Bond (if required):

The Bidder acknowledges and agrees to submit a **Certified Check** or **Standard Bid Bond** *prior* to the due date and time of the Bid Opening (if required). Download **Section 00 43 16 Standard Bid Bond** from BizNet for a template and instructions.

# 3.8 To Accept the Current Prevailing Wage Rate Schedule:

The U. S. Secretary of Labor's latest decision and the State of Connecticut Department of Labor (DOL) Prevailing Wage Rate Schedule are all incorporated in the documents. The higher rate (Federal or State) for any given occupation shall prevail. At the time of bidding, the Bidder agrees to accept the current Prevailing Wage Rate Schedule, as well as the annual adjustment to the prevailing wage rate that is in effect each July 1st, as provided by DOL. See Section 00 73 44 Prevailing Wage Rates/Contractor's Wage Certification/Payroll Certification. Annual adjustments of prevailing wage rates will not be considered a matter for a contract amendment with DAS/CS.

PAGE 8 OF 9

# 3.0 Bid Proposal Acknowledgements (continued):

# 3.9 To Comply With CHRO Requirements:

If applicable, the Apparent Low Bidder acknowledges and agrees to provide the Commission on Human Rights and Opportunities with such information as is requested by the Commission concerning their **employment practices and procedures** as they relate to the current provisions of the Connecticut General Statutes governing Contract requirements within **fifteen (15) calendar days after** receipt of the "Request for the Affirmative Action Plan and Employment Information Form Letter" from the DAS/CS Office of Legal Affairs, Policy, and Procurement.

# 3.10 To Ensure Executive Order No. 11246 for Equal Employment Opportunity & Non-Segregated Facilities Has Been Met:

The Apparent Low Bidder acknowledges and agrees to ensure that Executive Order No. 11246 for Equal Employment Opportunity & Non-Segregated Facilities has been met for their firm and their Subcontractors. The Apparent Low Bidder also agrees to certify (if required) to the compliance of non-segregated facilities.

# 3.11 To Obtain and Maintain Required Insurance Coverages:

The Bidder acknowledges and agrees to obtain and maintain the required Insurance Coverages and submit the Firm's "Certificate of Liability Insurance Acord® form" within ten (10) business days *after* receipt of the "Letter of Intent" from the DAS/CS Office of Legal Affairs, Policy, and Procurement, as discussed in Section 00 62 16 Certificate of Insurance and Article 35, "Contractors Insurance" in Section 00 73 13 General Conditions.

# 3.12 To Comply With Security Requirements for CT Department of Correction Facilities:

When applicable to this Project, the Bidder acknowledges and agrees to comply with Section 00 73 63 CT Department of Correction (CT DOC) Security Requirements for Contract Forces on CT DOC Facilities.

# 3.13 To Ensure C.G.S. § 12-430 for Non-Resident Contractors Has Been Met:

If applicable, the Apparent Low Bidder acknowledges and agrees to provide either a copy of the "Notice of Verified Status" (Verification Letter) from the Connecticut Department of Revenue Services (DRS) (for Verified Nonresident General/Prime Contractors) or a copy of Form AU-965 "Acceptance of Surety Bond" from DRS (for Unverified Nonresident General/Prime Contractors) within ten (10) business days after receipt of the "Letter of Intent" from the DAS/CS Office of Legal Affairs, Policy, and Procurement which evidences that C.G.S. § 12-430 for non-resident contractors has been met, as described in Section 00 92 30 Procedures Regarding Taxation for Nonresident General/Prime Contractor and Subcontractors.

# 3.14 To Execute Contract:

If selected as the Prime Contractor, the Bidder acknowledges and agrees to **execute a Contract** in accordance with the terms of this **Bid Proposal Form** and the **Contract** within **fifteen (15) Calendar Days** (legal State holidays excluded) **after** notification thereof by the awarding authority. See **Section 00 52 03 Contract** for a sample.

# 4.0 Confidentiality of Documents:

- **4.1** The **undersigned** agrees that if not selected as the Prime Contractor for this project, all plans and specifications in their possession for the project shall be destroyed.
- **4.2** The **undersigned** agrees that if selected as the Prime Contractor for this project:
- **4.2.1** The plans and specifications shall not be disseminated to anyone except for construction of this project.
- **4.2.2** The **following provision** shall be included in all of its contracts with subcontractors and sub-consultants:

"Any and all drawings, specifications, maps, reports, records or other documents associated with the contract shall only be utilized to the extent necessary for the performance of the work and duties under this contract. Said drawings, specifications, maps, reports, records and other documents may not be released to any other entity or person except for the sole purpose of the work described in this contract. No other disclosure shall be permitted without the prior written consent of DAS Construction Services. When any such drawings, specifications, maps, reports, records or other documents are no longer needed, they shall be destroyed."

**4.2.3** Upon completion of the construction and the issuance of a certificate of occupancy, the plans and specifications shall be returned to DAS Construction Services, or destroyed, or retained in a secure location and not released to anyone without first obtaining the permission of DAS Construction Services.

# 5.0 Bid Proposal Declarations:

I (we), the undersigned, hereby declare that I am (we are) the only person(s) interested in the Bid Proposal and that it is made without any connection with any other person making any Bid Proposal for the same work. No person acting for, or employed by, the State of Connecticut is directly or indirectly interested in this Bid Proposal, or in any Contract which may be made under it, or in expected profits to arise therefrom. This Bid Proposal is made without directly or indirectly influencing or attempting to influence any other person or corporation to bid or refrain from bidding or to influence the amount of the Bid Proposal of any other person or corporation. This Bid Proposal is made in good faith without collusion or connection with any other person bidding for the same work and this proposal is made with distinct reference and relation to the plans and specifications prepared for this Contract. I (we) further declare that in regard to the conditions affecting the Work to be done and the labor and materials needed, this Bid Proposal is based solely on my (our) own investigation and research and not in reliance upon any representations of any employee, officer or agent of the State.

6.0 Duly Authorized Signature:					
Type of Business: (	(Check Applicable Box)				
☐ Limited Liabilit	☐ Limited Liability Corporation (LLC) ☐ Corporation (If Checked, Provide Corporate Seal Below)				
☐ Partnership					
☐ Sole Proprieto	or				
☐ Doing Busines	ss As (d/b/a)				
(If d/b/a box is che	cked provide complete name below)	_ (Provide	de <u>exact</u> corporate name from corporate seal below)		
(Do	ing Business As Name)		(Name On Corporate Seal)	_	
Signed:					
	(Month) (	Day)	(Year)	•	
Bidder's Signature:					
	(Duly Authorized)		(Title)		
	(Print Named)		(Date)		

# **Bid Package Submittal Requirements:**

DAS I Construction Services I Office of Legal Affairs, Policy, and Procurement 450 Columbus Boulevard, Suite 1302 I Hartford, CT 06103

# 1.1.1 On-Line Bidding: 1.1.1 All Bidders shall electronically upload their Bid Package Documents to BizNet following the instructions in the DAS/CS publication, 6001 Construction On-line Bidding Instructions, available for download here: Go to the DAS Homepage (<a href="https://www.ct.gov/DAS">www.ct.gov/DAS</a>) > Doing Business With The State > State Building Construction > Publications and Forms > DAS Construction Services Library > 6000 Series > 6001 Construction On Line Bidding Instructions. 1.1.2 For questions, call 860-713-5794.

# 1.2 Bid Package Submittal Requirements:

All Bidders are required to **electronically upload Bid Package Documents** to BizNet *prior* to the date and time of the Bid Opening. Additional documents must be either **electronically uploaded** to BizNet **or** submitted as **paper copies** to the **appropriate Agency**. See Tables 1, 2, and 3 for specific submittal requirements.

- 1.2.1 All Bidders: See Table 1. All Documents in Table 1 must be electronically uploaded to BizNet.
- **1.2.2** Three (3) Apparent Lowest Bidders: See Table 2.
- **1.2.3** Apparent Low Bidder: See Table 3.

# 1.3 Deadlines for Receipt of Bid Package Documents:

- **Table 1:** Bid Package Documents must be uploaded to BizNet *prior* to the date and time of the Bid Opening. Failure to upload to BizNet any of the items **marked with an asterisk (\*)** prior to the Bid Opening **shall** cause rejection of the bid and shall not be considered a minor irregularity under Connecticut General Statutes (C.G.S.)
- **1.3.2 Tables 2 and 3:** See the tables for additional deadlines. Failure to submit the documents before the stated deadlines **may** result in rejection of the bid at the sole discretion of the Commissioner of Administrative Services.

# 1.4 Delays in Receipt of Supportive Documents from the Three Apparent Lowest Bidders:

- **1.4.1** If there are any delays in the receipt of the supportive documents specified in Tables 2 and 3, then the Bids shall remain valid for the same additional number of days.
  - .1 For example, since the Three (3) Apparent Lowest Bidders are required to Hold The Bid Price for ninety (90) calendar days, if supportive documents are submitted four (4) calendar days later, then the bid shall remain valid for ninety-four (94) calendar days.
- **1.4.2** Failure to submit the documents before the stated deadline **may** result in rejection of the bid at the sole discretion of the Commissioner of Administrative Services.

	TABLE 1 ALL BIDDERS			
Constructure Less Than \$500,000	nrier to the Date and Time of the Did Opening		Form Location	
	В	id Proposal Form and Other Bid Package Documents		
$\boxtimes$	$\boxtimes$	* Section 00 41 00 Bid Proposal Form	BizNet	
$\boxtimes$	$\boxtimes$	* Section 00 43 16 Standard Bid Bond or Certified Check	BizNet	
$\boxtimes$	$\boxtimes$	* Section 00 45 14 General Contractor Bidder's Qualification Statement	BizNet	
	$\boxtimes$	* DAS Prequalification Certificate	BizNet	
	$\boxtimes$	* DAS Update (Bid) Statement	BizNet	
$\boxtimes$		Section 00 40 14 Certificate (of authority)	BizNet	
$\boxtimes$		DAS Set-Aside Certificate	BizNet	
		Bidder Contract Compliance Monitoring Report	CHRO Website	
		Affidavits and Certifications		
$\boxtimes$		* Gift and Campaign Contribution Certification – OPM Ethics Form 1	BizNet	
$\boxtimes$	$\boxtimes$	* Consulting Agreement Affidavit – OPM Ethics Form 5	BizNet	
$\boxtimes$		* Ethics Affidavit (Regarding State Ethics) – OPM Ethics Form 6	BizNet	
	$\boxtimes$	* Iran Certification – OPM Ethics Form 7	BizNet	
	$\boxtimes$	Nondiscrimination Certification – Form A, B, C, D, or E	BizNet	

<sup>\*</sup> **NOTE:** Failure to electronically upload any of the items marked above with an asterisk (\*) prior to the date and time of the Bid Opening **shall** cause rejection of the bid and shall not be considered a minor irregularity under CGS 4b-95.

	TABLE 2 THREE (3) APPARENT LOWEST BIDDERS					
Construc	tion Costs:	WHEN APPLICABLE:				
Less Than \$500,000	Greater Than \$500,000	Submit within ten (10) Calendar Days after receipt of the "Set-Aside Contractor Schedule Request" from the DAS/CS Procurement Unit:	Form Location			
	$\boxtimes$	Set-Aside Contractor Schedule for each subcontracted SBE and/or MBE firm(s) (See Section 00 73 27 Set-Aside Contractor Schedule for a sample Request.)	Email From DAS/CS Procurement Unit			
	$\boxtimes$	DAS Set-Aside Certificate(s) for each subcontracted SBE and/or MBE firm(s) listed in the Set-Aside Contractor Schedule.	Download from BizNet			
	$\boxtimes$	Section 00 45 17 Named Subcontractor Bidder's Qualification Statements for each Named Subcontractor listed in the Bid Proposal Form.	Copy from Project Manual			
	$\boxtimes$	DAS Prequalification Certificate(s) and Update (Bid) Statement(s) for each Named Subcontractor listed in the Bid Proposal Form with Subcontracts greater than \$500,000.	Download from BizNet			

	Subcontracts greater than \$500,000.					
	TABLE 3 APPARENT LOW BIDDER					
Construc	tion Costs:					
Less Than \$500,000	Greater Than \$500,000	When Applicable, submit the following documents as noted: Form				
Submit with	Submit within fifteen (15) calendar days after receipt of the "Request for the Affirmative Action Plan and Employment Information Form Letter" from the DAS/CS Procurement Unit:					
$\boxtimes$	$\boxtimes$	If Contractor has 50 or more employees and/or the Project is equal to or greater than \$500,000, submit to CHRO: Affirmative Action Plan and Employment Information Form (DAS-45).	CHRO Website & BizNet			
$\boxtimes$	$\boxtimes$	Submit to DAS/CS Procurement Unit: Copy of Transmittal Letter to confirm the Affirmative Action Plan was filed with CHRO. (copy transmittal)				
$\boxtimes$	$\boxtimes$	Submit to CT Department of Labor: Contractors Wage Certification Form. See Section 00 73 44 Prevailing Wage Rates/Contractor's Wage Certification/Payroll Certification.	Copy from Project Manual			

#### TABLE 3 APPARENT LOW BIDDER (continued) **Construction Costs:** Submit within ten (10) business days after receipt of the "Letter of **Form Location Less Than Greater Than** Intent" from the DAS/CS Procurement Unit: \$500,000 \$500.000 **Email From DAS/CS** $\boxtimes$ $\bowtie$ Section 00 40 14 Certificate (of authority) **Procurement Unit Email From DAS/CS** $\square$ $\boxtimes$ Section 00 52 03 Contract **Procurement Unit Email From DAS/CS** $\times$ Section 00 52 73 Subcontract Agreement Form (Named & Listed) **Procurement Unit** Certificate of Liability Insurance Acord® form **Email From DAS/CS** $\boxtimes$ $\boxtimes$ **Procurement Unit** (See Section 00 62 16 Insurance Certificate Form for details) Certificate of Asbestos Abatement Liability Insurance (for asbestos abatement only) **Email From DAS/CS** $\boxtimes$ $\times$ **Procurement Unit** (See Section 00 62 16.1 Asbestos Abatement Liability Insurance for details) X $\boxtimes$ **Performance Bond Labor & Material Bond** Section 00 92 10: **Email From DAS/CS Additional Forms Surety Sheet Procurement Unit Bidder's Certification: Financial Position &** $\mathbb{X}$ **Corporate Structure Surety Company** Power of Attorney from the Surety Company Nonresident (Out of State) Contractors: Verified Nonresident General/Prime Contractors must submit a copy of their "Notice of Verified Status" (Verification Letter) from the CT Department of Revenue Services (DRS). CT Department of $\square$ $\boxtimes$ Unverified Nonresident General/Prime Contractors must submit a copy **Revenue Services** of Form AU-965 "Acceptance of Surety Bond" from the DRS. (See Section 00 92 30 Procedures Regarding Taxation for Nonresident General/Prime Contractor and Subcontractors for additional details.) General Permit for the Discharge of Stormwater and **Dewatering Wastewaters from Construction Activities:** For projects disturbing one or more total acres of land area, submit a DAS/CS $\boxtimes$ Xcopy of the signed Stormwater Pollution Control Plan "Contractor Architect/Engineer Certification Statement" and License Transfer Form, as directed by the DAS/CS Architect/Engineer, prior to commencement of any construction activities. Ethics Affidavit (Regarding State Ethics) OPM Ethics Form 6 for $\boxtimes$ **BizNet** each Named Subcontractor CT Department of Threshold Projects Only: Submit Major Contractor Registration $\boxtimes$ $\times$ Consumer License Number(s) for Subcontractors Protection X X **SEEC Website** SEEC Form 10 Secretary of the $\boxtimes$ Certificate of Legal Existence from Corporations State

End of Section
00 41 10 Bid Package Submittal Requirements

PAGE 1 OF 1

	INSTRUCTIONS FOR CERTIFIED CHECK OR BID BOND (select one):					
	All Bidders:					
	Edit this page, print, sign, and scan to PDF. Upload the PDF form to BizNet.					
	CERTIFIED CHECK OPTION: Prior to the Date and Time of the Bid Opening:					
	(1) Check the box for "Certified Check Option";					
	(2) Print, scan to PDF, and upload the PDF form to Biznet; and					
	(3) Deliver the Certified Check, made payable to "Treasurer, State of Connecticut", to the following address:					
	State of Connecticut					
	Department of Administrative Services, Construction Services					
	Office of Legal Affairs, Policy, and Procurement					
	450 Columbus Boulevard, North Tower, Suite 1302 Hartford, CT 06103-1835					
<u> </u>	'					
ΙШ	BID BOND OPTION (see template below): Prior to the Date and Time of the Bid Opening:					
	(1) Check the box for "Bid Bond Option";					
	(2) Complete the <b>Standard Bid Bond</b> (below), print, sign, scan to PDF, and upload the PDF Bid Bond to Biznet.					

# **Standard Bid Bond**

# DAS ■ Construction Services ■ Office of Legal Affairs, Policy, and Procurement

KNOW ALL MEN BY THESE PRESENTS, That we,									
				, he	reinaf	iter cal	led th	ne Princip	al,
of				, as	Princ	ipal,			
and								,hereina	ıfter
called the Surety, a corporation organized and existi	ng ur	der the la	aws of	the					
State of				, and	duly	author	rized	to transa	ct a
surety business in the State of Connecticut, as Sure	ty, are	held and	d firml	y bou	nd un	to the	State	of	
Connecticut, as Obligee, in the penal sum of ten (10)	perc	ent of the	amou	int of	the bi	d set f	orth i	n a	
proposal hereinafter mentioned,									
									<u> </u>
lawful money of the United States of America, for the the Principal and the Surety bind themselves, their									
jointly and severally, firmly by these presents.	iens,	executors	s, aui		ators	, succ	C3301	s and as	sigiis,
THE CONDITION OF THIS OBLIGATION IS SUCH, Th						bmitte	d		
or is about to submit a proposal to the Obligee relate				-					
NOW, THEREFORE, if the said contract be awarded to may be specified, enter into the said contract in wi									
bonds, with surety acceptable to the Obligee, or if	the	Principal :	shall	fail to	do s	so, pay	/ to t	he Oblige	e the
damages which the Obligee may suffer by reason of this obligation shall be void, otherwise to remain in				ceedin	g the	penal	ty of	this bond	, then
SIGNED, SEALED AND DELIVERED this		day of				. 20			$\neg$
GIGHED, GEALED AND DELIVERED UNG		auy or				, 20			=
(Principal's Signature)	ł				Su	rety			
, , , , , , , ,	by					,			
(Print Name)	, ,	Its attorney in fact Signature							
Company Name				(1	Print N	lame)			

PAGE 1 OF 7

# **General Contractor Bidder's Qualification Statement**

DAS ■ Construction Services ■ Office of Legal Affairs, Policy, and Procurement

# Instructions:

- All Bidders are required to upload this form to BizNet, properly completed, prior to the date and time of the Bid Opening.
- Failure of a Bidder to answer any question or provide required information shall be grounds for the awarding authority to disqualify and reject the bid, pursuant to Connecticut General Statutes §4b-92.
- If a question or request for information does not pertain to your organization in any way, use the symbol "NA" (Not Applicable).
- Attach additional information on 8 1/2" x 11" sheets with your letterhead as necessary and reference specific section and subsection numbers.
- NOTE: The Department reserves the right to request any additional or supplemental information

	nece	necessary to complete its evaluation of a Bidder's qualification.				
1.0	Proj	oject Information:				
	1.1	DAS/CS Project Number:				
	1.2	Project Name:				
	1.3	Project Location:				
2.0	Proj	ects with Construction Costs Estimated T	о Ве	Greater than \$5	500,000:	
	. 8	Select the applicable Class of Work as stated	d in t	ne <b>00 11 16 Invit</b>	ation to Bid.	
		Select YES if your Firm has the applicable the DAS Prequalification Certificate and Ipdate (Bid) Statement or NO if it does not.				
		YES, upload the applicable DAS Prequalification Certificate and Update (Bid) statement to BizNet <i>prior</i> to the date and time of the Bid Opening.				
		Not Applicable - Construction Costs Less than \$500,000				
		Class of Work:		DAS Prequalifica	have the applicable ation Certificate and d) Statement?	
	2.1	☐ General Building Construction (Group A):	]	YES	NO 🗆	
	2.2	☐ General Building Construction (Group B):	]	YES	NO 🗆	
	2.3	☐ General Building Construction (Group C):	]	YES 🗆	NO 🗆	
	2.4	General Trades (Interior Work Only):	]	YES	NO 🗆	
	2.5	☐ CPS Projects ONLY: Insert Class of Work		YES	NO 🗆	

PAGE 2 OF 7

3.0	<b>Firm's Present Legal Name:</b> (the <i>complete</i> <b>legal name</b> <i>exactly</i> as it appears with the <b>Secretary of State registry</b> . The appropriate <b>title</b> must be used throughout the documents, for example:				
	Genera Name:	l Partner, Member, Manager, Sole Member, etc.)			
	ivaille.				
4.0	How m	nany years has your Firm been in business under its <b>Present Legal Name</b> ?			
5.0	How m	any years has your Firm been in business as a General Contractor?			
6.0		e <u>all</u> other <b>names</b> by which your Firm has been known and the <b>length of time</b> by each name:			
	6.1	Years Months			
	6.2	Years Months			
	6.3	Years Months			
7.0	This Fi	rm's Certification with the CT Secretary of State:			
	Check Box	Type of Business Entity: Certification Year			
		Corporation			
		Partnership			
		Sole Proprietorship			
		Other:			
		Oulei.			
8.0	8.0 Attach resumes of all supervisory personnel, such as Principals, Project Managers, and Superintendents, who will be directly involved with the project on which you are now a bidder. Indicate their construction related training, certifications and licenses and the number of years of actual construction experience. Indicate the number of years of this actual construction experience which were in a Supervisory capacity.				

PAGE 3 OF 7

9.0	Nam	med Subcontractor – Bidder Intends to Self-Perform:						
	inter	eck YES or NO for each "Named Subcontractor" Class of Work which your firm ends to perform with its own employees for this Contract; see Section 2.7 of Section 41 00 Bid Proposal Form.						
	com for e cale	OTE: For Projects with Construction Costs estimated to be greater than \$500,000, implete Section 00 45 17 Named Subcontractor Bidder's Qualification Statement each Named Subcontractor Class of Work checked YES and submit within ten (10) lendar days after receipt of the "Set-Aside Contractor Schedule Request" from DAS/CS fice of Legal Affairs, Policy, and Procurement.						
		Not Applicable – No Named Subcontract	ors	&/or No	t Self-Pei	rformin	g	
		Named Subcontractor Class of Work		Does your Firm intend to self-perform this Named Subcontractor Class of Work?				
	9.1	Electrical:		YES		NO		
	9.2	HVAC:		YES		NO		
	9.3	Masonry:		YES		NO		
	9.4 Plumbing:			YES		NO		
	9.5	Environmental Remediation:		YES		NO		
	9.6	Hazardous Materials Abatement:		YES		NO		
10.0	<ul> <li>Named Subcontractor - Class of Work Greater than \$500,000 and Self-Performing:         <ul> <li>Select the applicable Named Subcontractor Class of Work which your firm intends to perform with its own employees for this Contract.</li> <li>Select YES if your Firm has the applicable the DAS Prequalification Certificate and Update (Bid) Statement or NO if it does not.</li> <li>If YES, submit the applicable DAS Prequalification Certificate and Update (Bid) Statement within ten (10) calendar days after receipt of the "Set-Aside Contractor Schedule Request" from DAS/CS Office of Legal Affairs, Policy, and Procurement.</li> </ul> </li> </ul>				icate and ate (Bid) contractor ement.			
		Not Applicable – No Class of Work Greater \$500,000 &/or Not Self-Performing				rforming		
		Named Subcontractor Class of Work Greater Than \$500,000		Does your Firm have the applicable DAS Prequalification Certificate and Update (Bid) Statement?				
	10.1	☐ Electrical:	)	YES		NO		
	10.2	☐ HVAC:		YES		NO		
	10.3	☐ Masonry:		YES		NO		
	10.4 Plumbing:			YES		NO		

PAGE 4 OF 7

11.0	<u>all</u> d	of the information listed below der does not make <b>all</b> requ	r Firm has completed in the <u>past five (5) years.</u> Provide w. DAS/CS may reject a bid as <b>non-responsive</b> if the ired pre-award submittals within the designated time as necessary <u>using the following format</u> :		
	yea agg com Sec	rs shall be (1) single project of regate projects; (2) of commentable projects; (2) of commentation equirection 00 11 16 Invitation to Bi	f the construction projects completed in the past five (5) contracts that have reached substantial completion, not ercial and/or institutional construction work (this includes ements); (3) within the Cost Estimate Range stated in d for this project; and (4) of the size and complexity of a two such projects shall result in rejection of the bid.		
	11.1	Project Title:			
	11.2	Project Location:			
	11.3	Construction Start Date:			
	11.4	Construction Finish Date:			
	11.5	Describe the Scope of Work your Firm performed:			
	11.6	Original Contract Amount:			
	11.7	Final Contract Amount:			
	11.8	Original Contract Duration (Calendar Days):			
	11.9	Final Contract Duration (Calendar Days):			
	11.10	Owner:			
	11.11	Owner's Representative:	(Name) (Phone Number)		
	11.12	Design Firm:	(Name) (Frione Number)		
	11.13	Design Firm's Representative:			
			(Name) (Phone Number)		
12.0	Refe	erences:			
	Furnish references from <b>architects</b> , <b>engineers or owners</b> indicating that your Firm has satisfactorily completed in a timely manner contract work for projects within the cost estimate range, size and complexity of this project. Provide explanations where delays have occurred. This information should cover work done over the past five years.				
13.0	Construction Scheduler: For Projects greater than \$5 Million: Submit the name, resume and references of the Construction Scheduler in accordance with the requirements called for in Section 01 32 16.13 Critical Path Method Schedules of the General Requirements.  Not Applicable – Project Less Than \$5 Million				

PAGE 5 OF 7

14.0	List and explain if your Firm has ever failed to complete a contract or if any officer or partner of your Firm has ever been an officer or partner of another organization that failed to complete a contract. Indicate below the circumstances leading to the project failure and the name of the company which provided the bonding for the failed contract(s):  Not Applicable
15.0	List and explain if your Firm has ever had a contract terminated, indicating the
	circumstances leading to the project termination of contract(s):  Not Applicable
16.0	List and explain all legal or administrative proceedings against your Firm or any officers, principals, partners, members, or employees of the organization currently pending or concluded adversely within the last five years, and any judicial or administrative sanctions that are still in effect against such organization, and any of its officers, principals, partners, members, or employees. (Exclude Occupational Safety and Health Act [OSHA] violations which are called for elsewhere in this statement). Add attachments as necessary.
	Not Applicable
17.0	List and explain any disbarments or suspensions that have been imposed on your Firm in the past five years or that were still in effect during the five year period or that are still in effect. Such list must include disbarments and suspensions of officers, principals, partners, members, and employees of your Firm:  Not Applicable
18.0	List and explain any other reason(s) that precludes your Firm or any officer, principal, partner, member, or employees thereof from bidding on a contract in Connecticut or any other jurisdiction:  Not Applicable
19.0	List and explain all willful or serious violations your Firm has had of any OSHA or of any standard, order or regulation promulgated pursuant to such act, during the three year period preceding the bid, provided such violations were cited in accordance with the provisions of any State Occupational Safety and Health Act or Occupational Safety and Health Act of 1970. Indicate whether these were abated within the time fixed by the citation or whether the citation was appealed. If appealed what is the status or disposition. Add attachments as necessary.  Not Applicable

P	Δ	G	F	6	<b>n</b>	F	7

20.0	List and explain any criminal convictions your Firm has had related to the injury or death of any employee in the three-year period preceding the bid: Add attachments as necessary.  Not Applicable
	Trot Applicable
21.0	List and explain any changes in your Firm's financial condition or business organization, which might affect your Firm's ability to successfully complete this contract:
	Not Applicable
<u> </u>	
22.0	<b>NEW:</b> List and explain if your Firm has ever failed to submit an Affirmative Action Plan to the Commission on Human Rights and Opportunities (CHRO). Indicate below the circumstances leading to the failure to submit the Affirmative Action Plan to CHRO:  Not Applicable
23.0	NEW: List and explain if your Firm's Affirmative Action Plan has ever been disapproved by CHRO or determined to be noncompliant. Indicate below the circumstances leading to the disapproval or finding of noncompliance of your Affirmative Action Plan by CHRO:  Not Applicable

PAGE 7 OF 7

24. Signature				
Dated at				
Signed this	day of , 20			
Name of Firm:				
Firm Address:				
Signature:				
Print or Type Name:				
Title:				
	25. Notary Statement			
Mr./Mrs./Ms.	being duly sworn			
deposes and says tha	t he/she is the of			
	, and that the answers to the foregoing			
(Firm Name) questions and all statements therein contained are true and correct.				
Subscribed and sworn before me this day of , 20				
Notary Public				
My Commission Expir	res, 20			

End of Section
00 45 14 General Contractor Bidder's Qualification Statement

PAGE 1 OF 3

# Objective Criteria Established for Evaluating Qualifications of Bidders:

CT DAS ■ Construction Services ■ Office of Legal Affairs, Policy, and Procurement

The following items are established pursuant to Sections 4b-92, 4b-94 and 4b-95a of the Connecticut General Statutes (C.G.S.) as amended.

The Objective Criteria Established for Evaluating Qualifications of Bidders (Section 00 45 15) are to assure that the State of Connecticut will secure the "lowest responsible and qualified bidder" who has the ability and capacity to successfully complete the Bid Proposal Form and the Work. Failure to comply with any portion of this requirement may cause rejection of the bid. Note: Individual Specification Sections may contain General Contractor and/or Subcontractor Qualification requirements that exceed those in Section 00 45 15 Objective Criteria Established for Evaluating Qualifications of Bidders.

THE BIDDER MUST HAVE OR HAVE COMPLETED THE FOLLOWING:

#### 1.1 DAS Prequalification Requirements:

For Projects with Construction Costs greater than \$500,000, all Bidders shall upload to BizNet a valid Department of Administrative Services (DAS) **Prequalification Certificate** and **Update (Bid) Statement** *prior* to the date and time of the Bid Opening.

1.2	Evalu	Evaluation:			
	1.2.1	All Bidders shall upload to BizNet Section 00 45 14 General Contractor's Bidder Qualifications Statement <i>prior</i> to the date and time of the Bid Opening.			
	1.2.2	If applicable, the Three (3) Lowest Bidders shall submit Section 00 45 17 Named Subcontractor's Bidder Qualification Statement(s) to DAS Construction Services (DAS/CS) Office of Legal Affairs, Policy, and Procurement within ten (10) calendar days <i>after</i> receipt of the "Set-Aside Contractor Schedule Request" <i>from</i> DAS/CS.			
	1.2.3 The Bidder must demonstrate that the Bidder and, if applicable, its Named Subcontractors, mee objective criteria for this specific project.				
that have reached substantial completion, not aggregate projects – of commercial and/construction work (this includes compliance with general requirements) during the past within the Cost Estimate Range stated in Section 00 11 16 Invitation to Bid for this projects and complexity of this project. The failure to identify to such projects shall result in a bid.  1.2.5  If the Bidder identifies two projects that meet the above criteria, the State's evaluation on the performance record of the prospective Bidder as a general, prime contractor subcontractors during the course of the two (2) comparable projects, and not just the enstate will conduct the evaluation based on its interpretation of its objective criteria. Evaluation include: Faithful and efficient performance; fulfilment of contract obligations; financiand technical abilities; and integrity and the absence of any conflicts of interest. Any or factors noted in this paragraph as well as in the other criteria set forth in this Section 00 grounds for the determination by the State, in its sole discretion, of the Bidder's respective.		The <b>responses</b> to the Statement(s) must identify two (2) <b>projects completed</b> – single project contracts that have reached substantial completion, not aggregate projects – of commercial and/or institutional construction work (this includes compliance with general requirements) during the past five (5) years within the Cost Estimate Range stated in Section 00 11 16 <b>Invitation to Bid</b> for this project, and of the size and complexity of this project. The failure to identify to such projects shall result in rejection of the bid.			
		If the Bidder identifies two projects that meet the above criteria, the <b>State's evaluation</b> shall be based on the <b>performance record</b> of the prospective Bidder as a general, prime contractor and its named subcontractors during the course of the two (2) comparable projects, and not just the end result. The state will conduct the evaluation based on its interpretation of its objective criteria. <b>Evaluation criteria</b> shall include: Faithful and efficient performance; fulfilment of contract obligations; financial, managerial and technical abilities; and integrity and the absence of any conflicts of interest. Any one or all of the factors noted in this paragraph as well as in the other criteria set forth in this <b>Section 00 45 15</b> may be grounds for the determination by the State, in its sole discretion, of the Bidder's responsibility and qualifications necessary for the faithful performance of the work required of this project.			

#### 1.3 References:

Furnished **references from architects**, **engineers or owners** indicating that it has satisfactorily completed in a timely manner contract work for projects and provide explanations where delays have occurred. This information should cover work done over the **past five years**. Review of DAS/CS projects shall be included in the evaluation of the bidder's qualifications and anticipated future performance.

#### 1.4 Qualified Personnel:

- 1.4.1 Shown that it customarily employs or has on its payroll **supervisory personnel**, **qualified** to perform the work required for this project and to coordinate the work called for in the Bid Specifications.
- 1.4.2 If the project is for \$5 Million or more, submit the name, resume and references of the Construction Scheduler in accordance with the requirements called for in Section 01 32 16.13 Critical Path Method Schedules of the General Requirements.

#### 1.5 Past Performance:

Demonstrated a good track record of **past performance** on State or other projects relative to quantity, quality, timeliness, cost, cooperation and harmonious working relationships with subcontractors, suppliers and client agencies. DAS/CS will review the Bidders past performance ratings prepared by DAS/CS or prepared as part of the DAS Contractor Prequalification Program. This review may focus on the comments relative to: Quality of Supervision, Adherence to Contract Documents, On Time Project Completion, Subcontractor performance, and the handling of Change Orders. Unacceptable ratings for several criteria shall be sufficient cause to deem a bidder not responsible.

#### 1.6 Financial Responsibility:

Shown that it is **financially responsible** to perform the work as bid. If requested, additional financial information shall be provided. Prompt and proper payments to its subcontractors and material suppliers is a critical factor to be considered by DAS/CS.

#### 1.7 [Left Blank]

#### 1.8 Equipment Requirements:

Shown that it owns or possesses, rented, or leased **equipment** of the type customarily required by contractors in the performance of contract work and that such equipment, if needed, is available for this project.

#### 1.9 Materials and Suppliers:

Purchased **materials** over the past three years from suppliers who customarily sell such materials in quantity to contractors.

#### 1.10 Physical Facilities:

Control of adequate **physical facilities** from which the work can be performed.

#### 1.11 Compliance with Subcontractor Requirements:

Demonstrated that on **previous state projects** the bidder complied in good faith with the requirements of listing subcontractors as outlined in C.G.S. Sections 4b-93 and 4b-95.

#### 1.12 Threshold Building and Major Contractor Requirements:

Demonstrated that **all major subcontractors** are in compliance with the provisions of C.G.S. Section 20-341gg, as revised, concerning licensure requirements to perform work on any structure that exceeds the threshold limits contained in C.G.S. Section 29-276b, as revised.

#### 1.13 OSHA Requirements:

Proven that the Bidder has not been found to be in violation of three or more willful or serious violations of Occupational Safety and Health Administration (OSHA) regulations in the past three years.

PAGE 3 OF 3

#### 1.14 Criminal Convictions and Injuries or Death of Employees:

Not received a **criminal conviction** related to the injury or death of any employee in the three-year period preceding the bid.

#### 1.15 Legal or Administrative Proceedings:

Listed all **legal** (court and/or arbitration) or **administrative proceedings** currently pending as well as any legal (court and/or arbitration) or administrative proceeding related to procurement or performance of any public or private construction contracts which has concluded adversely within the last three years.

#### 1.16 Contract Performance and Surety:

Identified any situations where: (1) the bidder failed to complete a construction contract; or (2) bonds were called during the past three years. If applicable, attach a sheet providing explanation including date(s) and location(s).

#### 1.17 State Tax Requirements:

Not been found to be in violation of any **state tax** requirements of the Connecticut Department of Revenue Services in the five (5)-year period preceding the bid.

#### 1.18 State and Federal Labor Requirements:

Not been found to be in violation of any State or Federal **labor laws** as required through the Department of Labor including violations of prevailing wage laws in the five (5)-year period preceding the bid.

#### 1.19 Change Order Pricing and State Ethics:

Been found to be in compliance with all statutory and regulatory requirements. This Item shall include, but not be limited to, any DAS/CS determinations related to improper Change Order pricing relative to C.G.S. Section 1-101nn of The State Ethics Statutes.

#### 1.20 Internal Revenue Services (IRS) Requirements:

Not been found in violation of any of the **Internal Revenue Service Tax Requirements** regarding classification of employees and independent contractors in the five (5)-year period preceding the bid.

#### 1.21 Workers Compensation and Insurance Requirements:

Not been found to be in any violation of C.G.S. Section 31-288 relating to employee classification for purposes of Workers' Compensation insurance premiums in the five (5)-year period preceding the bid.

NOTE: The foregoing Item Numbers 1.13 and 1.14 are meant to comport with C.G.S. Section 31-57b.

#### 00 45 15 Objective Criteria Established for Evaluating Qualifications of Bidders

PAGE 1 OF 7

# Named Subcontractor Bidder's Qualification Statement

DAS I Construction Services I Office of Legal Affairs, Policy, and Procurement

#### Instructions:

- This Section is only applicable to Projects with Construction Costs Greater than \$500,000.00. See Subsection 2.7 Named Subcontractors and Classes of Work of 00 41 00 Bid Proposal Form for applicability.
- If a question or request for information does not pertain to your organization in any way, use the symbol "NA" (Not Applicable). Attach additional information on 8 ½" x 11" sheets with your letterhead as necessary and reference specific subsection number.
- Submit this form for each of the Named Subcontractors, within ten (10) calendar days after receipt of the "Set-Aside Contractor Schedule Request" to:

State of Connecticut

Department of Administrative Services, Construction Services

Office of Legal Affairs, Policy, and Procurement

	450 Columbus Boulevard, Suite 1302 Hartford, CT 06103			
1.0	Project Information:			
	1.1 DAS/CS Project Number:			
	1.2 Project Name:			
	1.3 Project Location:			
2.0	Named Subcontractor Class of	Work:		
	Check the applicable Class of Wo	rk:		
	2.1 Electrical Work:			
	2.2 HVAC Work:			
	2.3 Masonry Work:			
	2.4 Plumbing Work:			
	2.5 Environmental Remediation	n:		
	2.6 Hazardous Materials Abate	ement:		
3.0	Subcontractor's Present Legal	Name:		
	Name:			

PAGE 2 OF 7

4.0	How m	any years has the <b>Subcontractor</b> been in business under its <b>Present Legal Name</b> ?			
5.0	How m of Wor				
6.0	If the <b>Subcontractor</b> has not always been a Subcontractor for this Class of Work then list the trade(s) that your firm customarily performed prior to the time that you became a Subcontractor in this <b>Class of Work</b> :				
	6.1				
	6.2				
	6.3				
7.0		e all other names by which this Subcontractor has been known and the length of nown by each name:			
	7.1	Years Months			
	7.2	Years Months			
	7.3	Years Months			
8.0	The-Su	bcontractor's Certification with the CT Secretary of State:			
	Check Box	Type of Business Entity: Certification Year			
		Corporation			
		Partnership			
		Sole Proprietorship			
		Limited Liability Company (LLC)			
		Other:			

9.0 Attach resumes of all supervisory personnel, such as Principals, Project Managers, and Superintendents, who will be directly involved with this project on which you are now a Named Subcontractor Bidder for a specific Class of Work. Indicate the number of years of construction experience and number of years of which they were in a Supervisory capacity.

10.0			n customarily performs with cal and plumbing trades fo	own employees – this table r all projects.
		Trade Name	License Holder Name	Connecticut D.C.P. License No.: Format: Prefix - Number - Suffix
	10.1			
	10.2			
	10.3			
	10.4			
	10.5			

#### 11.0 Trade References:

Names, addresses and telephone numbers of several firms with whom your organization has regular business dealings (attach separate sheets as necessary).

12.0	List <u>all</u> construction projects your firm currently has under contract. Provide <u>all</u> of the information listed below. DAS/CS <i>may</i> reject a bid as <b>non-responsive</b> if the bidder does not make <u>all</u> required pre-award submittals within the designated time period. Attach additional sheets as necessary <u>using the following format</u> :			
	12.1	Project Title:		
	12.2	Project Location:		
	12.3	Construction Start Date:		
	12.4	Construction Finish Date:		
	12.5	Describe the Scope of Work your Firm performed:		
	12.6	Original Contract Amount:		
	12.7	Final Contract Amount:		
	12.8	Original Contract Duration (Calendar Days):		
	12.9	Final Contract Duration (Calendar Days):		
	12.10	*Briefly describe any complaints about your Firm's quality control or construction management.		
		*Attach a separate sheet if more	space is required.	
	12.11	Owner:		
	12.12	Owner's Representative:	(Name)	(Phone Number)
	12.13	Design Firm:		
	12.14	Design Firm's Representative:	(Name)	(Phone Number)
	12.15	General Contractor:	(1.46.114)	
	12.16	G.C.'s Representative:		
			(Name)	(Phone Number)

13.0	<u>ten</u> liste req	List <u>all</u> construction projects your firm has completed in the <u>past five (5) years or list the ten (10) projects</u> your firm has most recently completed. Provide <u>all</u> of the information listed below. DAS/CS <i>may</i> reject a bid as <b>non-responsive</b> if the bidder does not make all required pre-award submittals within the designated time period. Attach additional sheets as necessary <u>using the following format</u> :				
	13.1	Project Title:				
	13.2	Project Location:				
	13.3	Construction Start Date:				
	13.4	Construction Finish Date:				
	13.5	Describe the Scope of Work your Firm performed:				
	13.6	Original Contract Amount:				
	13.7	Final Contract Amount:				
	13.8	Original Contract Duration (Calendar Days):				
	13.9	Final Contract Duration (Calendar Days):				
	13.10	*Briefly describe any complaints about your Firm's quality control or construction management.				
		*Attach a separate sheet if more	space is required.			
	13.11	Owner:				
	13.12	Owner's Representative:				
	13.13	Design Firm:	(Name)	(Phone Number)		
	13.14	Design Firm's Representative:	(Name)	(Phone Number)		
	13.15	General Contractor:				
	13.16	G.C.'s Representative:				
			(Name)	(Phone Number)		

PAGE 6 OF 7

14.0	Has your Firm ever failed to complete a contract or has any officer or partner of your Firm ever been an officer or partner of another organization that failed to complete a contract? If so, indicate below the circumstances leading to the project failure and the name of the company which provided the bonding for the failed contract(s):  Not Applicable
15.0	List all legal or administrative proceedings currently pending or concluded adversely within the last five years which relate to procurement or performance of any public or private construction contracts. (Exclude Occupational Safety and Health Act [OSHA] violations which are called for elsewhere in this statement). Add attachment as necessary.  Not Applicable
16.0	List all willful or serious violations of any OSHA or of any standard, order or regulation promulgated pursuant to such act, during the three year period preceding the bid, provided such violations were cited in accordance with the provisions of any State Occupational Safety and Health Act or Occupational Safety and Health Act of 1970. Indicate whether these were abated within the time fixed by the citation or whether the citation was appealed. If appealed what is the status or disposition. Add attachments as necessary.  Not Applicable
17.0	Has your Firm had any criminal convictions related to the injury or death of any employee in the three-year period preceding the bid? Please list any such convictions below. Add attachments as necessary.  Not Applicable

18. Signature						
Dated at						
Signed this	day of					
Name of Firm:						
Firm Address:						
	(Signature)					
	(Print or Type Name)					
	(Title)					
	(True)					
	19. Notary Statement					
Mr./Mrs./Ms.	being duly sworn					
deposes and says th	nat he/she is the of					
	(Position or Title)					
	, and that the answers to the foregoing  (Firm Name)					
	atements therein contained are true and correct.					
Subscribed and swo	orn before me this day of , 20					
Notary Public						
My Commission Exp	pires, 20					

00 45 17 Named Subcontractor Bidder's Qualification Statement

#### Contract

#### DAS I Construction Services I Office of Legal Affairs, Policy, and Procurement

Contract For:	
Dated as of	by and between the State of Connecticut (herein called the
_	(Month, Day, Year)
"State") acting he	rein by its Commissioner, Department of Administrative Services under the
provisions of the	Connecticut General Statutes (C.G.S.) Sections 4-8, 4a-1, 4a-1a, 4a-2, 4b-1, and 4b-3,
as revised, and	(herein called the "Contractor").
	(Print Name of Contractor)

WITNESSETH, that the State and the Contractor in consideration of the hereinafter contained mutual promises and covenants, do hereby agree as follows:

#### 1. CONTRACT AND CONTRACT DOCUMENTS:

The Invitation for Bids, the enumerated Plans, the Specifications and Amendments thereto, the Addenda, the Bid Proposal as accepted by the Commissioner, Department of Administrative Services, Order of Award, which Order is made a part of this Contract, the General Conditions, the General Requirements, the Contract and the Bonds shall form part of this Contract and the provisions thereof shall be as binding upon the parties as if they were fully set forth herein. The tables of contents, titles, headings, running headlines and marginal notes contained herein and in said Documents, are solely to facilitate to various provisions of the Contract Documents and in no way affect, limit, or cast light upon the interpretations of the provisions to which they refer. Whenever the term "Contract Documents" is used, it shall mean and include this Contract, the Invitation for Bids, the enumerated Plans, Specifications and Amendments thereto, the Addenda, the Bid Proposal as accepted by the Commissioner, Department of Administrative Services, the General Conditions, the General Requirements, the Bonds, the Notice to Bidders, the Wage Scales, the Supplementary Conditions, and the Insurance Certificates.

#### 2. SCOPE OF THE WORK:

The Contractor shall furnish all plant, labor, materials, supplies, equipment, and other facilities and things necessary or proper for or incidental to the work contemplated by this Contract as required by and in strict accordance with applicable Plans, Specifications and Amendments thereto, and Addenda (hereinafter enumerated), and as required by and in strict accordance with such changes as are ordered and approved pursuant to this Contract, and will perform all other obligations imposed on him by this Contract.

#### 3. ENUMERATION OF PLANS, SPECIFICATIONS AND ADDENDA:

The following is an enumeration of the Plans, Specifications, and Addenda:

Prepared By:	
	(Print Name of Architect/Engineer Firm)
Plans and Specifications:	
Addenda:	
COMPENSATION TO B	E PAID THE CONTRACTOR
The State will pay and t	he Contractor will accept in full consideration for the performance
of the Contractor's oblig	gation hereunder the sum of:
	Dollars and 00/100 (\$ )

#### 5. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

For all State contracts as defined in the **C.G.S.** §9-612(f)(1)(C), having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See **SEEC Form 10**.

Contractor hereby irrevocably assigns to the State of Connecticut all rights, title and interest in and to all Claims\* associated with this Contract that Contractor now has or may or will have and that arise under the antitrust laws of the United States, 15 USC Section 1, et seq. and the antitrust laws of the State of Connecticut, C.G.S. §35-24, et seq., including but not limited to any and all Claims for overcharges. This assignment shall become valid and effective immediately upon the accrual of a Claim without any further action or acknowledgment by the parties.

\*Definition of Claims associated with this Contract: "All actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum."

4.

**IN WITNESS WHEREOF,** the Commissioner, Department of Administrative Services for and on behalf of the State of Connecticut, and the Contractor have executed this contract on the day and year first written.

Attested By	:		State Of Connecticut
WITNESS:		Ву:	
	(Signature)	] -7.	(Signature)
Print Name:		Print Name:	Melody A. Currey
		l Its:	Commissioner
WITNESS:			Department of Administrative Services
	(Signature)		
Print Name:		Date Signed:	
			SEAL
		Contractor:	
WITNESS:		Ву:	
	(Signature)		(Signature)
Print Name:		Its:	, Duly Authorized
		Print Name:	
WITNESS:		Date Signed:	
5	(Signature)		
Print Name:			

End of Section 00 52 03 Contract

#### **Subcontract Agreement Form**

#### DAS ■ Construction Services ■ Office of Legal Affairs, Policy, and Procurement

In accordance with the requirements of the Connecticut General Statutes (C.G.S.) §4b-96, the Contractor selected for the Contract shall provide to each of its listed or substitute Named Subcontractors the relevant subcontract, along with a notice setting forth the time limit for execution of such subcontract. The Contractor selected for the Contract shall file with the State of Connecticut Department of Administrative Services (DAS) Construction Services Office of Legal Affairs, Policy, and Procurement an executed copy of each subcontract within ten (10) days (Saturdays, Sundays and legal holidays excluded) of presentation of the subcontract to each subcontractor. Each subcontract shall include at least the provisions set forth in the **Subcontract** form found in C.G.S. §4b-96 and shall follow the order of this **Subcontract Agreement Form**.

## C.G.S. §4b-96. Subcontract, form. Procedure on failure of subcontractor to execute subcontract. General bidder's responsibilities.

Within five days after being notified of the award of a general contract by the awarding authority, or, in the case of an approval of a substitute subcontractor by the awarding authority, within five days after being notified of such approval, the general bidder shall present to each listed or substitute subcontractor (1) a subcontract in the form set forth in this section and (2) a notice of the time limit under this section for executing a subcontract. If a listed subcontractor fails within five days, Saturdays, Sundays and legal holidays excluded, after presentation of a subcontract by the general bidder selected as a general contractor, to perform his agreement to execute a subcontract in the form hereinafter set forth with such general bidder, contingent upon the execution of the general contract, the general contractor shall select another subcontractor, with the approval of the awarding authority. When seeking approval for a substitute subcontractor, the general bidder shall provide the awarding authority with all documents showing (A) the general bidder's proper presentation of a subcontract to the listed subcontractor and (B) communications to or from such subcontractor after such presentation. The awarding authority shall adjust the contract price to reflect the difference between the amount of the price of the new subcontractor and the amount of the price of the listed subcontractor if the new subcontractor's price is lower and may adjust such contract price if the new subcontractor's price is higher. The general bidder shall, with respect to each listed subcontractor or approved substitute subcontractor, file with the awarding authority a copy of each executed subcontract within ten days, Saturdays, Sundays and legal holidays excluded, of presentation of a subcontract to such subcontractor. The subcontract shall be in the following form:

(See page 2 and page 3)

#### **SUBCONTRACT**

THIS AGREEMENT made this day of , 20, by and between a corporation organized and existing under the
laws of (a partnership consisting of ) (an individual doing business as ) hereinafter called the "Contractor" located at
(insert complete address), and a corporation organized and
existing under the laws of (a partnership consisting of ) (an individual doing business as ) hereinafter called the
"Subcontractor", located at (insert complete address)

WITNESSETH that the Contractor and the Subcontractor for the considerations hereafter named, agree as follows:

1. The Subcontractor agrees to furnish all labor and materials required for the completion of all work specified in Section No. of the specifications for (Name of Subtrade) and the plans referred to therein and addenda No., and for the (Complete title of project and the project number taken from the title page of the specifications) all as prepared by (Name of Architect or Engineer) for the sum of (\$) and the Contractor agrees to pay the Subcontractor said sum for said work. This price includes the following alternates:

Sup	p	len	nei	ntal	No.	(s)	,	,	,	,	,	,	,	

- (a) The Subcontractor agrees to be bound to the Contractor by the terms of the hereinbefore described plans, specifications (including all general conditions stated therein which apply to his trade) and addenda No. , , , and , and , and to assume to the Contractor all the obligations and responsibilities that the Contractor by those documents assumes to the (Awarding Authority) , hereinafter called the "Awarding Authority", except to the extent that provisions contained therein are by their terms or by law applicable only to the Contractor.
- (b) The Contractor agrees to be bound to the Subcontractor by the terms of the hereinbefore described documents and to assume to the Subcontractor all the obligations and responsibilities that the Awarding Authority by the terms of the hereinbefore described documents assumes to the Contractor, except to the extent that provisions contained therein are by their terms or by law applicable only to the Awarding Authority.
- 2. The Contractor agrees to begin, prosecute and complete the entire work specified by the Awarding Authority in an orderly manner so that the Subcontractor will be able to begin, prosecute and complete the work described in this subcontract; and, in consideration thereof, upon notice from the Contractor, either oral or in writing, the Subcontractor agrees to begin, prosecute and complete the work described in this Subcontract in an orderly manner in accordance with completion schedules prescribed by the general contractor for each subcontract work item, based on consideration to the date or time specified by the Awarding Authority for the completion of the entire work.
- 3. The Subcontractor agrees to furnish to the Contractor, within a reasonable time after the execution of this subcontract, evidence of workers' compensation insurance as required by law and evidence of public liability and property damage insurance of the type and in limits required to be furnished to the Awarding Authority by the Contractor.
- 4. The Contractor agrees that no claim for services rendered or materials furnished by the Contractor to the Subcontractor shall be valid unless written notice thereof is given by the Contractor to the Subcontractor during the first forty (40) days following the calendar month in which the claim originated.
- 5. This agreement is contingent upon the execution of a general contract between the Contractor and the Awarding Authority for the complete work.

**IN WITNESS WHEREOF,** the parties hereto have executed this agreement the day and year first above-written.

		Subcontracto	or
		Ву:	Subcontractor  (Print Name)
	SEAL	lts:	Duly Authorized
ATTEST:	(Signature)		(Subcontractor Signature)
Date:		Date:	
		Contractor	
		Ву	Contractor
			(Print Name)
	SEAL	lts	Duly Authorized
ATTEST:	(Signature)		(Contractor Signature)
Date:		Date:	

End of Section 00 52 73 Subcontract Agreement Form

ACORD CERT	ΓIF	IC.	ATE OF LIA	BIL	ITY IN	SURA	NCE	DATE (	(MM.DD.YYYYY)																					
THIS CERTIFICATE IS ISSUED AS A CERTIFICATE DOES NOT AFFIRMATI BELOW. THIS CERTIFICATE OF INS REPRESENTATIVE OR PRODUCER, ALL	IVELY SURA ND TI	Y OR NCE HE CE	NEGATIVELY AMEND, DOES NOT CONSTITU ERTIFICATE HOLDER.	TE A	ND OR ALTI CONTRACT I	ER THE CO BETWEEN T	VERAGE AFFORDED I THE ISSUING INSURER	BY THE R(S), AL	POLICIES																					
IMPORTANT: If the certificate holder the terms and conditions of the policy certificate holder in lieu of such endon	, cert	ain p	olicies may require an e																											
PRODUCER				CONTA NAME:	CT																									
				PHONE	n. Eutir		FAX (A.C. No:																							
				E MAIL ADDRE	55:		1000100																							
						URER/S) AFFOR	RDING COVERAGE		NAIC#																					
				INSURE					10.00																					
INSURED				INSURE																										
Contractor's Legal Nar	ne a	and	Address	INSURE																										
				INSURE																										
				INSURE																										
				INSURE																										
COVERAGES CER	TIFIC	CATE	NUMBER:				REVISION NUMBER:																							
THIS IS TO CERTIFY THAT THE POLICIES INDICATED. NOTWITHSTANDING ANY RE CERTIFICATE MAY BE ISSUED OR MAY EXCLUSIONS AND CONDITIONS OF SUCH	PERT. POLIC	AIN, T	NT, TERM OR CONDITION THE INSURANCE AFFORD	OF AN	Y CONTRACT THE POLICIE REDUCED BY	OR OTHER IS S DESCRIBED PAID CLAIMS	DOCUMENT WITH RESPE	CT TO	WHICH THIS																					
INSR LTR TYPE OF INSURANCE	ADDL	SUUR	POLICY NUMBER		(MM/DD/YYYY)	(MM/DD/YYYY)	LIM	rs																						
GENERAL LIABILITY			D. II. N	- 7	Policy	Policy	EACH OCCURRENCE	\$	1,000,000																					
✓ COMMERCIAL GENERAL LIABILITY			Policy Number m	nust		Expiration	DAMAGE TO RENTED PREMISES (Ea occurrence)	8	100,000																					
CLAMS-MADE ✓ OCCUR			be provided		Effective Date	Date must	MED EXP (Any one person)	8	5,000																					
				must be		be	PERSONAL & ACY INJURY	s	1,000,000																					
						provided	GENERAL AGGREGATE	8	2,000,000																					
GENLAGGREGATE LIMIT APPLIES PER				provided			PRODUCTS - COMPYOP AGG	s	2,000,000																					
AUTOMOBILE LIABILITY			Delia Neede		et Policy	Policy	COMBINED SINGLE LIMIT (Ea scodent)	s	1,000.000																					
✓ ANY AUTO			Policy Number m	nust	Effective	Expiration	BODILY INJURY (Per person)	\$																						
ALL OWNED SCHEDULED			be provided		Date must	Date must	BODILY INJURY (Per accident)	8																						
HIRED AUTOS AUTOS HIRED AUTOS AUTOS																										be provded	be	PROPERTY DAWAGE (Per accident)	\$	
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AND EMPLOYERS' LIABILITY  ANY PROPRIETOR/PARTNER/EXECUTIVE			Policy Number m	nust	Effective	Expiration	E.L. EACH ACCIDENT	8	100,000																					
OFFICERMEMBER EXCLUDED? (Mandatory in NH)	N/A		be provided		Date must	Date must	E.L. DISEASE - EA EMPLOYE	\$	100,000																					
If yes, describe under DESCRIPTION OF OPERATIONS below					be provided	be provided	E.L. DISEASE - POLICY LIMIT		500,000																					
							Bodilylinjury or Death (per occ.) Total		\$ 1,000,000																					
Owner's and Contractor's Protective Liability							Property Damages Total (aggregate)		\$ 2,000,000																					
Builder's Risk (include here when applicable)									Completed Value																					
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICL Indicate Project Number and Title h		Attach A	CORD 101, Additional Remarks	Schedule	, if more space is	required)																								
•		ıl lac	urad with respect to C	Sanar	l Lighiliha sa	nd Heshaelle	Evages Linhills Inc	uranan	PRIVATE DE																					
The State of Connecticut is an Addi								urance	voverage.																					
If Builder's Risk and or Inland Marin	e/Tra	ansit	insurance is required	tnen	ine State is	endorsed a	as a Loss Payee.																							
CERTIFICATE HOLDER				CAN	CELLATION																									
State of Connecticut Department of Administrative Servi Office of Legal Affairs, Policy and F				SHO	OULD ANY OF	N DATE THE	ESCRIBED POLICIES BE C ERECF, NOTICE WILL CY PROVISIONS.																							
450 Columbus Boulevard, Suite 13				AUTHO	RIZED REPRESE	NTATIVE																								
Hartford, CT 06103-1838																														
				'	gent of F	roducer																								
ACORD 25 (2010/05)					© 19	88-2010 AC	ORD CORPORATION.	All rigi	hts reserved.																					

**End of Section** 00 62 16 Certificate of Insurance

#### **Asbestos Abatement Liability Insurance**

DAS ■ Construction Services ■ Office of Legal Affairs, Policy, and Procurement

Contractor shall provide Asbestos Abatement Liability insurance with limits of no less than \$1,000,000.00 per occurrence. Such insurance shall include all operations associated with hazardous materials removal and shall be written on an occurrence basis form. The State of Connecticut shall be named as an Additional Insured.

Asbestos abatement coverage may alternatively be provided under a Commercial General Liability policy provided the policy is specifically endorsed to provide asbestos abatement coverage.

End of Section 00 62 16.1 Asbestos Attachment To Accord Form

# General Conditions of the Contract for Construction For Design-Bid-Build Department of Construction Services State of Connecticut TABLE OF CONTENTS

ARTICLE	TITLE			
1	Definitions			
2	Conditions of Work	5		
3	Correlation of Contract Documents			
4	Commencement and Progress of Work			
5	Submittals, Product Data, Shop Drawings and Samples	7		
6	Separate Contracts	7		
7	Cooperation of Trades	7		
8	Damages	7		
9	Minimum Wage Rates	8		
10	Posting Minimum Wage Rates			
11	Construction Schedules			
12	Preference in Employment			
13	Compensation for Changes in the Work			
14	Deleted Work	11		
15	Materials: Standards	11		
16	Inspection and Tests			
17	Royalties and Patents			
18	Surveys, Permits, and Regulations			
19	Protection of the Work, Persons and Property	13		
20	Temporary Utilities			
21	Correction of Work			
22	Guarantees and Warranties			

ARTICLE	TITLE	PAGE	
23	Cutting, Fitting, Patching, and Digging	14	
24	Cleaning Up	15	
25	All Work Subject to Control of the Commissioner	15	
26	Authority of the Construction Administrator	15	
27	Schedule of Values: Application for Payment	15	
28	Partial Payments	16	
29	Delivery of Statement Showing Amounts Due for Wages, Materials, and Supplies		
30	Substantial Completion and Acceptance		
31	Final Payment		
32	Owner's Right to Withhold Payments		
33	Owner's Right to Stop Work or Terminate Contract		
34	Subletting or Assigning of Contract		
35	Contractor's Insurance		
36	Foreign Materials		
37	Hours of Work		
38	Claims		
39	Diesel Vehicle Emissions Control		
Appendixes			
Appendix 1 – CT DCS 7048 General Contractor Retainage Reduction Request Form		25	

### ARTICLE 1 DEFINITIONS

WHENEVER THE FOLLOWING TERMS, OR PRONOUNS IN PLACE OF THEM, ARE USED THE INTENT AND MEANING SHALL BE AS FOLLOWS:

- **1.1 ACCEPTANCE:** The Owner's acknowledgement of the Work from the Contractor upon certification by the Construction Administrator and Architect or Engineer that all Work has been completed.
- **1.2 ADDITIONAL OR DELETED WORK:** Work required by the Department that, in the judgment of the Com-missioner, involves any addition to, deduction from, or modification of the Work required by the Contract Documents.
- **1.3 AGENCY:** The (User) Agency of the State of Connecticut having administrative authority of the facility in which the Work is being performed.
- 1.4 APPLICATION FOR PAYMENT, PARTIAL PAYMENT OR REQUISITION: Contractor's certified request for payment for completed portions of the Work and, if the Contract so provides, for materials or equipment suitably stored pending their incorporation into the Work.
- **1.5 ARCHITECT OR ENGINEER:** A sole proprietor, partnership, firm, corporation or other business organization under Contract with the Owner, commissioned to prepare Contract Drawings and Specifications, to advise the Owner and in certain cases, to perform regular inspections during construction and when authorized to perform the duties of the Construction Administrator.
- **1.6 AS-BUILT DRAWINGS:** Construction Drawings revised by the Contractor to show all significant Modifications made during the construction process.
- **1.7 BASE BID:** Monetary value stated in the Bid Proposal Form as the sum for which the Bidder offers to perform the Work described in the Bidding Documents, exclusive of adjustments for Supplemental Bids.
- **1.8 BID BOND:** Form of Bid Security executed by the Bidder as Principal and by a Surety to guarantee that the Bidder will enter into a Contract within a specified time and furnish any required bond as mandated by Connecticut General Statute Section 4b-92.
- **1.9 BIDDER:** A sole proprietor, partnership, firm, corporation or other business organization submitting a Bid on the Bid Proposal Form for the Work contemplated.
- **1.10 BIDDING DOCUMENTS:** Collectively, the Bidding Requirements and the proposed Contract Documents, including any addenda issued prior to receipt of Bids.
- **1.11 BID OR BID PROPOSAL FORM:** A complete and duly signed proposal to perform Work (or a designated portion thereof) for a stipulated sum submitted in accordance with the Bidding Documents.

- **1.12 BID SECURITY:** Certified check or Bid Bond submitted with Bid Proposal Form, which provides that the Bidder, if awarded the Contract, will execute such Contract in accordance with the requirements of the Bidding Documents.
- **1.13 BUILDER'S RISK INSURANCE:** A specialized form of property insurance which provides coverage for loss or damage to the Work pursuant to the Contract Documents.
- **1.14 CASH ALLOWANCE:** An amount established in the Contract Documents for inclusion in the Contract Sum to cover the cost of prescribed items not specified in detail, and as shown in the Allowance Schedule.
- **1.15 CERTIFICATE OF ACCEPTANCE:** A document issued by the Owner to the Contractor stating that all Work specified in the Certificate of Acceptance has been completed and accepted by the Owner.
- **1.16 CERTIFICATE OF COMPLIANCE:** A document stating that for the portion of the Project completed, either the design portion or the construction portion, has been performed in substantial compliance with all applicable building codes.
- **1.17 CERTIFICATE OF OCCUPANCY:** Document is-sued by the authority having jurisdiction certifying that all or a designated portion of a building is approved for its designated use
- **1.18 CERTIFICATE OF SUBSTANTIAL COMPLE-TION:** A document prepared by the Architect or Engineer and approved by the Owner on the basis of an inspection stating:
  - **1.18.1** that the Work, or a designated portion thereof, is determined to be Substantially Complete;
  - 1.18.2 the date of Substantial Completion;
  - **1.18.3** the responsibilities of the Owner and the Contractor for security maintenance, heat, utilities, damage to the Work and insurance; and
  - **1.18.4** the time within which the Contractor shall complete the remaining Work.
- **1.19 CHANGE ORDER:** Written authorization signed by the Owner, authorizing a modification in the Work, an adjustment in the Contract Sum, or an adjustment in the Con-tract Time.
- **1.20 COMMISSIONER:** The State of Connecticut, Department of Construction Services (CT DCS) Commissioner acting directly or through specifically authorized CT DCS personnel or agent(s) having authority to perform duties defined in Article 25.
- **1.21 COMMISSIONING AGENT (CxA):** An independent entity under contract directly with the Owner or Owner's Representative responsible for performing the specified commissioning procedures.
- **1.22 CONSTRUCTION ADMINISTRATOR:** A sole proprietor, partnership, firm, corporation or other business organization, under Contract or employed by the Owner commissioned and/or authorized to oversee the fulfillment of all requirements

- of the Contract Documents. The authorized Construction Administrator may be a Department of Construction Services Assistant Project Manager, Department of Construction Services Project Manager, a Clerk of the Works, an Architect, a Consulting Architect, a Consulting Construction Administrator, a Consulting Engineer etc. or any other designee as authorized and identified by the Owner.
- **1.23 CONSTRUCTION CHANGE DIRECTIVE:** A written authorization signed by the Owner, directing a modification in the Work and stating a proposed basis for adjustment, if any, in the Contract Sum, Contract Time or both. Any Construction Change Directive effecting an adjustment to the Contract Sum or Contract Time shall result in a Change Order.
- **1.24 CONTRACT DOCUMENTS OR CONTRACT:** The Agreement between Owner and Contractor, Conditions of the Contract (General Conditions, Supplementary Conditions, General Requirements and other Conditions), Drawings, Specifications, and Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract, all of which shall constitute the Contract.
- **1.25 CONTRACTOR OR GENERAL CONTRACTOR:** A sole proprietor, partnership, firm or Corporation, under direct Contract with the Department of Construction Services, responsible for performing the Work under the Contract Documents. Whenever the words "Contractor" or "General Contractor" are used it shall be understood to mean Contractor.
- **1.26 CONTRACTOR'S LIABILITY INSURANCE:** Insurance purchased and maintained by the Contractor that insures the Contractor for claims for property damage, bodily injury or death.
- **1.27 CONTRACT START DATE OR DATE OF COMMENCEMENT OF THE WORK:** The date, specified by the Owner in the Notice to Proceed, on which the Contractor is required to start the Work.
- **1.28 CONTRACT SUM:** The sum stated in the Contract, which is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.
- **1.29 CONTRACT TIME:** The period of time allotted in the Contract Documents for Substantial Completion of the Work, including authorized adjustments thereto. The Contract Time is the sum of all Working Days and Non-Working Days as further defined herein and specified in the Contract Documents.
- **1.30 DAY:** Whenever the word Day is used it shall be understood to mean calendar day stated on the Bidding Documents, unless stated otherwise.
- 1.31 DEPARTMENT OF CONSTRUCTION SERVICES (CT DCS) PROJECT MANAGER: The individual employed by the Owner, designated and authorized by the Commissioner, to be

- responsible for the overall management and oversight of the Project, and to represent the (User) Agency.
- **1.32 DIESEL VEHICLE EMMISSIONS CONTROL:** The reduction of air pollution emissions from diesel powered vehicles through the use of diesel engine emission control technologies.
- 1.33 EQUAL(S): Any deviation from the Specification which is defined as follows: A replacement for the specified material, device, procedure, equipment, etc., which is recognized and accepted as substantially equal to the first listed manufacturer or first listed procedure specified after review by the Architect/Engineer, and may be rejected or approved at the sole discretion of the Owner. All equals must be substantially equivalent to the first manufacturer or first procedure listed in the Specifications with reference to all of the following areas: the substance and function considering quality, workmanship, economy of operation, durability, and suitability for purposes intended; size, rating, and cost. The equal does not constitute a modification in the scope of Work, the Schedule, or Architect/Engineer's design intent of the specified material, device, procedure, equipment, etc.
- **1.34 FINAL INSPECTION:** Review of the Work by the Architect or Engineer and Owner to determine whether Acceptance has been achieved.
- **1.35 FINAL PAYMENT:** The last payment made by the Owner to the Contractor, made after notice of the Acceptance. Payment shall include the entire unpaid balance of the Contract Sum as adjusted by modifications.
- **1.36 GENERAL CONDITIONS:** The General Conditions of the Contract for Construction, part of Division 00 of the Specifications.
- **1.37 GENERAL REQUIREMENTS:** That part of the Contract Documents entitled General Requirements, which is Division 01 of the Specifications.
- 1.38 GUARANTEE: See Warranty.
- **1.39 LIQUIDATED DAMAGES:** A sum established in a Contract, usually as a fixed sum per Day, as the predetermined measure of damages to be paid to the Owner due to the Contractor's failure to complete the Work within the Contract Time.
- **1.40 LUMP SUM:** An item or category priced as a whole rather than broken down into its elements.
- **1.41 MOBILE SOURCE:** A source designed or constructed to move from one location to another during normal operation except portable equipment and includes, but is not limited to, automobiles, buses, trucks, tractors, earth moving equipment, hoists, cranes, aircraft, locomotives operating on rails, vessels for transportation on water, lawnmowers, and other small home appliances.
- **1.42 NON-WORKING DAYS:** All Saturdays, Sundays, Legal State Holidays (12), and any other Days identified in the

Contract Documents that the Contractor is not permitted to execute the Work. The restriction of Non-Working Days may be suspended upon the approval or direction of the Commissioner.

- **1.43 NOTICE TO BIDDER:** A notice contained in the Bidding Document informing prospective Bidders of the opportunity to submit Bids on a Project.
- **1.44 NOTICE TO PROCEED:** Written notice, issued by the Commissioner or the Commissioner's authorized representative, to the Contractor authorizing the Contractor to proceed with the Work and establishing the date for commencement of the Contract Time.
- **1.45 OWNER OR DEPARTMENT:** The State of Connecticut, Department of Construction Services acting through its Commissioner or specifically authorized Department personnel or agent.
- **1.46 OVERHEAD:** Indirect costs including: supervision (any position over the foreman), field and home office expense, insurance, and small tools and consumables.
- **1.47 PAYMENT, BOND, LABOR BOND OR MATERIAL BOND:** A bond in which the Contractor and the Contractor's surety guarantee to the Owner that the Contractor will pay for labor and materials furnished for use in the performance of the Contract, as required by Connecticut General Statutes Section 49-41.
- **1.48 PERFORMANCE BOND OR SURETY BOND:** A bond in which the Contractor and the Contractor's surety guarantee to the Owner that the Work will be performed in accordance with the Contract Documents, as required by Connecticut General Statutes Section 49-41.
- **1.49 PERFORMANCE SPECIFICATION:** A description of the desired results or performance of a product, material, assembly, procedure, or a piece of equipment with criteria for identifying the standard.
- **1.50 PLANS OR DRAWINGS:** All Drawings or reproductions of Drawings pertaining to the construction of the Work contemplated and its appurtenances.
- **1.51 PROJECT:** The total construction of which the Work performed under the Contract Documents may be the whole or a part.
- **1.52 PROJECT MANUAL:** The set of documents assembled for the Work which includes, but is not limited to, Contract Documents, Bidding Requirements, Sample Forms, General Conditions of the Contract for Construction, General Requirements, and the Specifications.
- **1.53 PROPRIETARY SPECIFICATION:** A specification that describes a product, procedure, function, material, assembly, or piece of equipment by trade name and/or by naming the manufacturer(s) or manufacturer's procedure, exact model number, item, etc., of those products acceptable to the Owner.

- **1.54 RETAINAGE:** A percentage of each Application for Payment and a percentage of the total Contract Sum retained by the Owner.
- **1.55 SCHEDULE:** A Critical Path Method (CPM) or Construction Schedule as required by the Contract Documents which shall be a diagram, graph or other pictorial or written Schedule showing all events expected to occur and operations to be performed and indicating the Contract Time, start dates, durations and finish dates as well as Substantial Completion and Acceptance of the Work, rendered in a form permitting determination of the optimum sequence and duration of each operation.
- **1.56 SCHEDULE OF VALUES:** A document furnished by the Contractor to the Architect or Engineer and Owner stating the portions of the Contract Sum allocated to the various portions of the Work, which is to be used for reviewing the Contractor's Applications for Payment.
- **1.57 SECONDARY SUBCONTRACTOR:** A sole proprietor, partnership, firm or Corporation under direct Contract with the Subcontractor to the General Contractor.
- **1.58 SENSITIVE RECEPTOR SITES:** Areas where concentrations of diesel emissions may be harmful to sensitive populations, including, but not limited to, hospitals, school and university buildings being occupied during a student semester, residential structures, daycare facilities, elderly housing, and convalescent facilities.
- **1.59 SHOP DRAWINGS:** Drawings provided to Architect or Engineer and Owner by a Contractor that illustrate construction, materials, dimensions, installation, and other pertinent information for the incorporation of an element or item into the construction as detailed Contract Documents.
- **1.60 SPECIFICATIONS:** The description, provisions and other requirements pertaining to the method and manner of performing the Work and/or to the quantities and quality of materials to be furnished under the Contract.
- **1.61 SUBCONTRACTOR:** A sole proprietor, partnership, corporation or other business organization under direct Contract with the Contractor supplying labor and/or materials for the Work at the site of the Project.
- **1.62 SUBMITTALS:** Documents including, but not limited to, samples, manufacturer's data, Shop Drawing, or other such items submitted to the Owner and Architect or Engineer by the Contractor for the purpose of approval or other action, as required by the Contract Documents.
- **1.63 SUBSTANTIAL COMPLETION:** The stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents.
- **1.64 SUBSTITUTION:** Any deviation from the specified requirements, which is defined as follows: A replacement for

the specified material, device, procedure, equipment, etc., which is not recognized or accepted as equal to the first manufacturer or procedure listed in the Specification after review by the Architect/Engineer, and may be rejected or approved by the Owner. The Substitution is not equal to the specified requirement in comparison to the first manufacturer or first procedure listed in the Specifications in one or more of the following areas: the substance and function considering quality, workmanship, economy of operation, durability, and suitability for purposes intended; size, cost, and rating. The Substitution constitutes a modification in the scope of Work, the Schedule, or the Architect/Engineer's design intent of the specified material, device, procedure, equipment, etc.

- **1.65 SUPERINTENDENT:** The Contractor's representative at the site who is responsible for continuous field supervision, coordination, in, completion of the Work, and, unless another person is designated in writing by the Contractor to the Owner and the Construction Administrator, for the prevention of accidents.
- **1.66 SUPPLEMENTAL BID:** The monetary value stated in the Bid to be added to the amount of the Base Bid if the corresponding Work, as described in the Bidding Documents, is accepted.
- **1.67 SUPPLEMENTARY CONDITIONS:** An extension in the Bid to be added to the amount of the Base Bid if the corresponding Work, as described in the Bidding Documents, is accepted.
- **1.68 THRESHOLD LIMIT BUILDING:** Any proposed (new) structures or additions as defined by the Connecticut General Statutes Section 29-276b.
- **1.69 UNIT PRICE:** The monetary value stated by the Owner or the Contractor, as a price per unit of measurement for materials or services as described in the Contract Documents and/or Bidding Documents.
- **1.70 WARRANTY:** A written, legally enforceable assurance of specified quality or performance of a product or Work or of the duration of satisfactory performance.
- **1.71 WORK:** The construction and services required by the Contract Documents, and including all labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

### ARTICLE 2 CONDITIONS OF WORK

2.1 The Contractor shall carefully examine and study the conditions under which the Work is to be performed and the site of the Work, and compare the Contract Documents with each other and to information furnished by the Owner including but not limited to the Plans and Specifications, the form of the Contract, General Conditions, Supplementary Conditions, General Requirements, Bonds and all other Contract Documents associated with the Work.

- 2.2 The Contractor shall report to the Construction Administrator all errors, inconsistencies or omissions discovered. The Contractor shall not be liable to the Owner for damage resulting from errors, inconsistencies or omissions in the Contract Documents unless the Contractor recognized such errors, inconsistencies or omission and failed to report it to the Construction Administrator. If the Contractor performs any actions or construction activity knowing it involves an error, inconsistency or omission in the Contract Documents without notice to the Construction Administrator, the Contractor shall assume responsibility for such performance and related costs for the correction and shall not be allowed to submit any claim related to error, inconsistencies or omission.
- 2.3 The Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to the Contractor with the Contract Documents before commencing activities. Errors, inconsistencies or omissions discovered shall be reported to the Construction Administrator at once; and it will be assumed that the Contractor has been satisfied as to all requirements of the Contract Documents. Any deterrent conditions at the site of the Work which are obvious and apparent upon examination of the site but are not indicated on the Plans shall be corrected by the Contractor without additional compensation.
- 2.4 In performing the Work, the Contractor must employ such methods or means as will not cause any interruption of or interference with the Work of any other Contractor, nor any inordinate disruption with the normal routine of the Owner, institution or Agency operating at the site.
- **2.5** No claims for additional compensation will be considered when additional costs result from conditions made known to, discovered by, or which should have been discovered by, the Contractor prior to Contract signing.
- **2.6** All Communications from the Contractor concerning proposed changes to the Contract Sum, Contract Time, or Work shall be in writing.
- **2.7** The Contractor shall perform the Work in accordance with the Contract Documents and approved Submittals pursuant to Article 5.

### ARTICLE 3 CORRELATION OF CONTRACT DOCUMENTS

- **3.1** The Contract Documents are complementary, and what is called for by any one shall be as binding as if called for by all. Where discrepancies or conflict occur in the Contract Documents the following order of precedence shall be utilized:
  - **3.1.1** Amendments and addenda shall take precedence over previously issued Contract Documents.
  - **3.1.2** The Supplementary Conditions take precedence over the General Conditions.
  - **3.1.3** The General Conditions take precedence over the General Requirements.

- **3.1.4** The Specifications shall take precedence over the Plans.
- **3.1.5** Stated dimensions shall take precedence over scaled dimensions.
- **3.1.6** Large-scale detail Drawings shall take precedence over small-scale Drawings.
- **3.1.7** The Schedules contained in the Contract Documents shall take precedence over other data on the Plans.
- 3.2 Neither party to the Contract shall take advantage of any obvious error or apparent discrepancy in the Contract Documents. The Contractor shall give immediate written notification of any error or discrepancy discovered to the Construction Administrator, who shall take the necessary actions to obtain such corrections and interpretations as may be deemed necessary for the completion of the Work in a satisfactory and acceptable manner. The Contractor shall then promptly proceed under the direction of the Owner and the provisions of Article 13. The Contractor's failure to provide immediate notice shall mean the Contractor will not be entitled to any additional compensation, either monetary or Contract Time adjustment, with respect to any discrepancy.
- **3.3** Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.
- **3.4** Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings, shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.
- **3.5** Unless otherwise stated in the Contract Documents, words which have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

### ARTICLE 4 COMMENCEMENT AND PROGRESS OF WORK

- 4.1 The Work shall start upon the date given in the Notice to Proceed. The Contractor shall complete all the Work necessary for Final Payment, including but not limited to Substantial Completion, Contract close-out, testing and demonstration of all systems as required for Acceptance, punchlist Work, training and submission of Record Documents, manuals, Guarantees and Warranties as stated in the Contract Document.
- 4.2 Time is of the essence with respect to the Contract Time. By executing the Contract, the Contractor confirms and agrees that the Contract Time is a reasonable period to perform the Work. The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time. The Contractor may, at his discretion, plan to complete the Work and achieve Substantial Completion in less time than the Contract Time.

- notwithstanding, the Owner reserves the right to order Modifications to the Work in accordance with Article 13 at any time during the Contract Time.
- 4.4 The Contractor shall not be entitled to costs for delay due to Owner ordered Modifications or any other circumstances for the period of time between the Contractor's elected early completion and the end of the Contract Time. Such costs include, but are not limited to, extended home office costs, field office costs, or supervisory and management costs incurred in performance of the Work. Early completion of the Work shall not merit additional compensation.
- 4.5 If the Contractor is delayed at any time in the progress of Work by acts of God, such as fire or flood or any action, injunction or stop order issued by any court, judge or officer of the court or any other court action beyond the Owner's control, then the Contract Time may be extended by Change Order for such reasonable time as demonstrated by the Contractor's Schedule and as the Owner may determine that such event has delayed the Work. In any event, the granting of an extension of time shall be solely within the discretion of the Owner.
- **4.6** Except as otherwise may be provided herein, extensions of time shall be the Contractor's sole remedy for such delay. No payment or compensation of any kind shall be made to the Contractor for damages because of hindrance in the orderly progress of Work caused by the aforesaid causes.
- **4.7** The Contractor acknowledges that the Contract amount includes and anticipates any and all delays, whether avoidable or unavoidable, from said orders, which may issue from any court, judge, court officer, or act of God, and that such delays shall not, under any circumstances, be construed as compensable delays.
- **4.8** Any extension of the Contract Time shall be by Change Order pursuant to Article 13.
- **4.9** The Contractor shall employ a competent project manager who shall represent the Contractor. Communications given to the project manager shall be binding as if given to the Contractor. The project manager will be employed full time on the Project and be located and assigned to the Project site during and for the duration of the Work.
- **4.10** The Contractor shall employ a competent Superintendent and necessary assistants who will be in attendance at the project site during the performance of the Work.
- **4.11** Upon execution of the Contract, materials may be purchased. No material escalation costs will be valid or compensable unless the Owner directs, in writing, a delay in the procurement.

# ARTICLE 5 SUBMITTALS, PRODUCT DATA, SHOP DRAWINGS AND SAMPLES

4.3 The Contractor's early completion Schedule

Page 7 OF 25

- **5.1** Contractor shall review, approve, and submit to the Construction Administrator all Submittals including but not limited to, product data, Shop Drawings, and samples, with such promptness as to cause no delay in the Work.
- **5.2** Correction or approval of such Submittals, Shop Drawings, product data and samples will be made with reasonable promptness by the Architect or Engineer. Approval will be general only and shall not relieve the Contractor from responsibility for errors in dimensions, for construction and field coordination of the Work or for any departure from the Contract Documents, unless such departure has received the Owner's written approval.
- **5.3** No Work governed by such Shop Drawings, Schedules or samples shall be fabricated, delivered or installed until approved by the Architect or Engineer.
- **5.4** No damages for delays or time extensions will be granted, even if approvals deviate from the approved Schedule.

### ARTICLE 6 SEPARATE CONTRACTS

- **6.1** The Owner reserves the right to perform Work in connection with the Contract with the Owner's own forces, or to let separate contracts relating to the Contract (Project) site or in connection with Work on adjoining sites. In such cases, the Contractor shall afford such parties reasonable opportunity for storage of materials and equipment and coordinate and connect the Work with the work on adjoining sites or other Projects, and shall fully cooperate with such parties in the matter required under Article 7 herein.
- **6.2** Contractors working in the same vicinity shall cooperate with one another and, in case of dispute, decision of the Owner shall be final and binding to all Contractors involved, including Contractors under separate Contracts.
- 6.3 The Contractor shall assume all liability, financial or otherwise, in connection with this Contract and shall protect and hold harmless the Owner from any and all damages or claims that may arise because of inconvenience or delay which the Contractor may cause other Contractors. If the Contractor experiences a loss because of the presence and operations of other Contractors working adjacent to or within the limits of the same Project, then as between the Owner and the Contractor, the Contractor shall bear such loss.
- **6.4** Insofar as possible, the Contractor shall arrange the Work and shall place and dispose of the materials being used so as not to interfere with the operations of other Contractors adjacent to or within the limits of the same Project. The Contractor shall join its Work with that of others in an acceptable manner, and perform the Work in proper accordance with that of the others.
- **6.5** In no event shall the Owner be responsible for any claim or damages that are the result of the Contractor's failure

to coordinate the Work with any other Contractor or Subcontractor.

### ARTICLE 7 COOPERATION OF TRADES

- 7.1 he Contractor shall be responsible for and shall control all activities of their Subcontractors. The Subcontractors shall consult and cooperate with one another. Each Subcontractor shall furnish all necessary information to other Subcontractors and shall lay out and install their own Work so as to avoid any delays or interference with the Work of others.
- **7.2** Any cost or changes, cutting and/or repairing, made necessary by the failure to observe the above requirements shall be borne by the party or parties responsible for such failure or neglect or their faulty Work installed.

### ARTICLE 8 DAMAGES

**8.1** The Liquidated Damages, provided in the Bidding Documents, will be assessed at two distinct times, as follows:

### 8.1.1 Liquidated Damages – Substantial Completion:

If the Contractor fails to achieve Substantial Completion of the Work by the Substantial Completion Date, and such delay is not otherwise excused under this Contract, then the Contractor agrees to pay to the Owner Liquidated Damages for the dollar amount specified in the Bid Proposal Form for this Project, for each Day beyond Substantial Completion that the Contractor fails to achieve Substantial Completion. The parties to this Contract acknowledge and agree that the actual damages that are to be anticipated as a result of the neglect, failure, or refusal of the Contractor to substantially complete the Project by the established Substantial Completion Date are uncertain in amount or extremely difficult to determine. Accordingly, the parties to this Contract do intend and in fact now agree to liquidate damages in advance and stipulate that the amount set forth in this subparagraph is reasonable and an appropriate remedy and is intended to constitute compensatory damages and does not constitute a penalty of any kind. The parties understand and agree that, by including a provision for Liquidated Damages in this Contract, or in pursuing any relief pursuant to such provision:

- .1 the parties do not intend to set a price for the privilege not to perform;
- .2 the availability of Liquidated Damages may not be relied upon as a basis for argument that the Owner has an adequate remedy at law; and
- **3** the remedies available to the Owner under this Agreement are cumulative and not exclusive.

#### 8.1.2 Liquidated Damages – Acceptance:

If the Contractor fails to complete all of the Work required for Acceptance of the Work within ninety (90) Days of Substantial Completion then the Contractor agrees to pay to the Owner Liquidated Damages for the dollar amount specified in the Bid Proposal Form for each Day in excess of ninety (90) Days beyond the Substantial Completion Date that the Contractor fails achieve Acceptance. The parties to this Contract acknowledge and agree that the actual damages that are to be anticipated as a result of the failure of the Contractor to complete all of the Work required for Acceptance within ninety (90) Days of the established Substantial Completion Date are uncertain in amount or extremely difficult to determine. Accordingly, the parties to this Contract do intend and in fact now agree to liquidate damages in advance and stipulate that the amount set forth in this subparagraph is reasonable and an appropriate remedy and is intended to constitute compensatory damages and does not constitute a penalty of any kind. The parties understand and agree that, by including a provision for Liquidated Damages in this Contract, or in pursuing any relief pursuant to such provision:

- .1 the parties do not intend to set a price for the privilege not to perform;
- .2 the availability of Liquidated Damages may not be relied upon as a basis for argument that the Owner has an adequate remedy at law; and
- .3 the remedies available to the Owner under this Agreement are cumulative and not exclusive.
- **8.2** The Liquidated Damages or any portion thereof may be waived at the sole discretion of the Commissioner.
- **8.3** No payment by the Owner, either partial or final, shall be construed to waive the Owner's right to seek Liquidated Damages.
- 8.4 In the event a court determines that the Contract herein is null and void for any reason, Contractor agrees that Contractor will not seek or pursue any lawsuit or claim for damages, including, but not limited to, claims for loss of Overhead or anticipated profits, against the Owner and the Owner shall not be liable for any damages which Contractor may incur as a result of such decision. In addition, if the court enjoins the Owner from entering into or proceeding with the Contract herein, the Owner shall not be liable for any damages arising out of or relating to the award of such Contract which Contractor may have incurred as a result of the injunction.

### ARTICLE 9 MINIMUM WAGE RATES

**9.1** In accordance with the provisions of the Connecticut General Statutes Section 31-53, the following applies:

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

to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each payday."

**9.2** Each Contractor who is awarded a Contract on or after October 1, 2002 shall be subject to provisions of the Connecticut General Statutes, Section 31-53 as amended by Public Act 02-69, "An Act Concerning Annual Adjustments to Prevailing Wages."

No wage adjustment will be made to the Contract for any wage increase under this Article.

### ARTICLE 10 POSTING MINIMUM WAGE RATES

- **10.1** The Contractor shall post at conspicuous points on the site of the Contract a Schedule showing all determined wage rates for all trades and all authorized deductions, if any, from wages to be paid.
- **10.2** The Contractor shall provide weekly certified payrolls to the Owner for all persons working on the site.

### ARTICLE 11 CONSTRUCTION SCHEDULES

- **11.1** Unless otherwise specified in the Contract Documents, within twenty-one (21) Days from the Contract Start Date, the Contractor shall submit the following to the Owner for approval:
  - 11.1.1 A comprehensive Schedule of Submittals required by the Specifications. Said Schedule shall include Submittal dates, required approval dates and date material must be on site.
  - 11.1.2 The Contractor shall allow a minimum of 14 Days for the Owner and its agents' review of Submittals. No extension of the Contract Time shall be granted for revisions and resubmission. Further, the Contractor shall allow a minimum of eight weeks for testing and Acceptance of the Work by the Owner.
  - 11.1.3 When the Contract Documents specify a "CPM Schedule" a detailed Critical Path Method Schedule is required using software approved by the Owner and/or Construction Administrator with as many activities as necessary to make the Schedule an effective tool for planning and monitoring the progress of the Work. The Contractor shall show all pertinent activities requiring coordination between trades.
  - 11.1.4 When the Contract Documents specify a "Construction Schedule" a detailed Construction Schedule is required using software approved by the Owner as a horizontal bar chart with a separate bar for each major portion of the Work or operation to make the Schedule an effective

tool for planning and monitoring the progress of the Work.

- 11.2 Unless otherwise specified under the Contract Documents, the Contractor shall provide a monthly update of the CPM Schedule or Construction Schedule in the format required by the Owner as well as a disk of the updated Schedule and program. If, in the opinion of the Owner, the Work is falling behind Schedule, the Contractor shall submit a revised Schedule demonstrating a recovery plan to ensure Substantial Completion of the Work within the Contract Time.
- **11.3** Overtime, increased manpower, and additional shifts: If ordered by the Owner in writing, the Contractor shall work overtime, and/or add additional manpower and/or shifts:
  - **11.3.1** If the Contractor is not behind Schedule, the Owner will pay the Contractor the actual additional premium portion of the wages for overtime or additional shift work not included in the Contract price, but the Contractor shall not be entitled to Overhead and Profit.
  - **11.3.2** If the Contractor, through its sole or partial fault or neglect is behind Schedule, the Owner may order the Contractor, at the Contractor's expense, to increase its manpower or to work any overtime or additional shifts or take other action necessary to expedite the Work to meet the Project Schedule.
  - 11.3.3 If the Schedule is shown to be more than 21 Days behind in any critical activity, overtime, increase manpower and/or additional shifts shall be implemented immediately regardless of who is at fault. A disagreement over the cause of the impact will not relieve the Contractor from the obligation of complying with this Article. Once liability for the impact is determined, compensation will be determined in accordance with 11.3.1 or 11.3.2.
  - **11.3.4** The Owner reserves the right to suspend activity under Paragraph 11.3. Suspension shall be in writing and at the sole discretion of the Commissioner.
- **11.4** Requisitions for partial payment will not be processed until the Contractor has complied with this requirement.

## ARTICLE 12 PREFERENCE IN EMPLOYMENT

- 12.1 Should this Contract be for the construction or repair of any building, then in the employment of labor to perform the Work specified herein, preference shall be given to citizens of the United States, who are, and continuously for at least three (3) months prior to the date hereof, have been residents of the labor market area, as established by the State of Connecticut Labor Commissioner, in which such Work is to be done, and if no such qualified person is available, then to citizens who have continuously resided in the county in which the Work is to be performed for at least three (3) months prior to the date hereof, and then to citizens of the state who have continuously resided in the State at least three months prior to the date hereof.
- 12. Should this Contract be for a Construction Services

- Project other than for the construction, remodeling or repairing of public buildings covered by Connecticut General Statutes 31-52, then in the employment of mechanics, laborers or workmen to perform the Work specified herein, preference will be given to residents of the state who are, and continuously for at least six (6) months prior to the date hereof have been residents of this State, and if no such person is available then to residents of other states.
- 12.3 The provisions of this Article shall not apply where the state or any subdivision thereof may suffer the loss of revenue granted or to be granted from any Agency or Department of the federal government as a result of this Article or regulations related thereto.

## ARTICLE 13 COMPENSATION FOR CHANGES IN THE WORK

- 13.1 At any time, without invalidating the Contract and by a written order and without notice to the sureties, the Owner, through the Construction Administrator, may order modifications in the Work consisting of additions, deletions or other revisions. Upon request, the Contractor shall supply the Construction Administrator promptly with a detailed proposal for the same, showing quantities of and Unit Prices for the Work and that of any Subcontractor involved.
- 13.2 Modifications to the Work will be authorized by a written Change Order, or if necessary to expedite the Work, a written Construction Change Directive, issued by the Owner as provided for in Article 25. Change Orders and Construction Change Directives shall be processed in accordance with the terms of the Contract Documents. Upon receipt of the written Change Order, the Contractor shall proceed with the Work when and as directed.
- **13.3** If a Change Order makes the Work less expensive for the Contractor, the proper deductions shall be made from the Contract Sum, said deductions to be computed in accordance with the provisions listed in this Article 13.
- **13.4** The Contractor shall not be entitled to an extension of time if in the opinion of the Owner the Additional Work in conjunction with the Work can be performed without impact on the Contract Time.
- 13.5 The Contractor may request, and the Owner may grant additional Contract Time when, in the opinion of the Owner, the Contractor has demonstrated that the Additional Work cannot be performed in conjunction with the Work without impact on the original Substantial Completion and/or Acceptance (if applicable) date.
- **13.6** The amount of compensation to be paid to the Contractor for any Additional or Deleted Work that results in a Change Order shall be determined in one of the following manners:
  - 13.6.1 AMOUNT OF COMPENSATION FOR CHANGE ORDER COSTS: LABOR, EQUIPMENT, BENEFITS AND MATERIAL:

Page 10 OF 25

**13.6.1.1 Unit Price:** As stated in the Contract Documents.

**13.6.1.2 Unit Price:** As subsequently agreed upon by the Contractor and Owner

13.6.1.3 Lump Sum: Agreed upon sum by the Owner and the Contractor. The Owner may rely on costs, prices, and documentation provided by the Contractor or Subcontractor in agreeing to a Lump Sum. If the Owner believes that additional information is necessary to substantiate the accuracy of the cost, the Owner reserves the right to request and receive additional information from the Contractor. The Lump Sum must be based upon the following itemized costs:

13.6.1.3.1 Labor: (Contractor's or Subcontractor's own forces) No Change Order Proposal shall be negotiated if the request is solely for the increased labor rate over those originally carried by the Contractor in its original bid. Additional foreman hours shall not be included unless additional crews are added and/or a compensable time extension is granted. Project Executive time shall not be included as a direct cost as it is part of the overhead mark-up allowed. Project manager hours shall not be included unless a compensable time extension is granted.

**13.6.1.3.2 Material:** (Actual cost to the Contractor or Subcontractor) Cost shall not be based upon list pricing unless it reflects the actual prices being paid and no discounts or other offsets are being received by the Contractor or Subcontractor. No Change Order Proposal shall be negotiated if the request is solely for the escalation of material prices over those originally carried by the Contractor in its original bid.

**13.6.1.3.3 Benefits:** (The established rates of the following benefit costs inherent to the particular labor involved):

**13.6.1.3.3.1** Workers Compensation.

**13.6.1.3.3.2** Federal Social Security.

**13.6.1.3.3.3** Connecticut Unemployment Compensation.

**13.6.1.3.3.4** Fringe Benefits.

**13.6.1.4 Rented Equipment:** (Used directly on the Work and by the Contractor's or Subcontractor's own forces).

**13.6.1.5 Owned Equipment:** (Used directly on the Work and by the Contractor's or Subcontractor's own forces). Daily rate is not to exceed 3% of the monthly rental rate as identified by a nationally recognized construction cost estimating guide or service.

#### 13.6.1.6 Small Tools:

Include items such as shovels, picks, rakes, ladders, and power tools which are expected to be utilized on a project. Trade related equipment, hand tools, and power tools normally supplied with the labor or are normally expected to be owned in the performance of the typical work for a trade are not compensable. These costs shall not be approved as part of the Direct Cost of a Change Order as they are included in the Contractor's overhead mark-up percentage.

**13.6.2 OVERHEAD AND PROFIT PERCENTAGES:** (Maximum allowable percentages applied to labor, equipment, and material)

**13.6.2.1** Contractor's mark-up for Work performed by its own forces:

Change Order Amount	Overhead and Profit
\$0 to \$ 5,000	20%
\$5,001 to \$15,000	17%
\$15,001 to \$25,000	15%
\$25,000 and greater	12%

**13.6.3 OVERHEAD AND PROFIT PERCENTAGES:** (Maximum allowable percentages applied to labor, equipment, benefits and material)

**13.6.3.1** Contractor's mark-up for Work performed by its Subcontractor's forces and not allowable for any subsidiary in which the Contractor has a majority ownership:

Change Order Amount	Overhead and Profit
\$0 and greater	6%

**13.6.4 OVERHEAD AND PROFIT PERCENTAGES:** (Maximum allowable percentages applied to labor, equipment, benefits and material) Subcontractor's mark-up for Work performed by its own forces:

Change Order Amount	Overhead and Profit
\$0 to \$ 5,000	20%
\$5,001 to \$15,000	17%
\$15,001 to \$25,000	15%
\$25,000 and greater	12%

**13.6.5 OVERHEAD AND PROFIT PERCENTAGES:** (Maximum allowable percentages applied to labor, equipment, benefits and material)

**13.6.5.1** Subcontractor's mark-up for Work performed by its Secondary Subcontractor's forces. Limited to one level (tier) below the Subcontractor and not allowable for any subsidiary in which the Subcontractor has a majority ownership.

Change Order Amount	Overhead and Profit
\$0 and greater	6%

#### 13.7 BOND COSTS

13.7.1 Actual additional bonding costs associated with the value of the Change Order will be compensable only when supported by written documentation by the bonding company that the Change Order requires an increase to the original Performance, Payment, Labor or Material Bond.

**13.7.2** The Contractor shall notify the bonding company at each \$500,000 increase to the contract value as the cumulative result of change orders. A copy of the Consent of Surety must be provided to the Owner prior to the execution of any change order which exceeds each cumulative \$500,000.

**13.8** Trade discounts, rebates, and amounts received from the sales by the Contractor of surplus materials and equipment shall accrue to the Owner.

- **13.9** If the parties cannot agree upon a Lump Sum, then the Commissioner, through the Project Manager, may at the option of the Commissioner take the following action(s):
  - **13.9.1** Issue a Construction Change Directive for the Additional or Deleted Work. The amount of compensation shall be computed by the actual net costs to the Contractor determined by time and material or Unit Prices based upon the same information required in Subparagraphs 13.6.1.3.3.1 through 13.6.1.5:
    - **13.9.1.1 Labor:** (Contractor's or Subcontractor's own forces).
    - **13.9.1.2 Material:** (Used by Contractor's or Subcontractor's own forces).
    - **13.9.1.3 Benefits:** (The established rates of the following benefit costs inherent to the particular labor involved):
      - 13.9.1.3.1 Workers Compensation.
      - 13.9.1.3.2 Federal Social Security.
      - 13.9.1.3.3 Connecticut Unemployment Compensation.
      - 13.9.1.3.4 Fringe Benefits.
    - **13.9.1.4 Rented Equipment:** (Used directly on the Work and by the Contractor's or Subcontractor's own forces).
    - **13.9.1.5 Owned Equipment**: (Used directly on the Work and by the Contractor's or Subcontractor's own forces). Daily rate is not to exceed 3% of the monthly rental rate that can be identified by a nationally recognized construction cost estimating guide or service.
  - **13.9.2** Issue a Change Order adjusting the Contract Sum in the amount as determined by the Commissioner.
- **13.10** For any Change Order or Construction Change Directive the Contractor shall, when requested, promptly furnish in a form satisfactory to the Construction Administrator and the Owner a complete detailed accounting of all costs relating to the Additional Work, including but not limited to certified payrolls and copies of accounts, bills and vouchers to substantiate actual costs. Further, the Owner reserves the right to access and make copies of the Contractor's records at any time upon written request from the Commissioner.
- 13.11 Failure of the Contractor to negotiate in good faith issues of time and costs or failure to provide requested documentation within fourteen (14) Days, or a time period accepted by the Commissioner, shall constitute a waiver by the Contractor of any claim. In such cases the Owner may elect to issue a unilateral Change Order in an amount deemed to be fair and equitable by the Commissioner. The provisions hereof shall not affect the power of the Contractor to act in case of emergency, threatened injury to persons, or damage to Work on any adjoining property. In this case the Commissioner, through the Project Manager, shall issue a Change Order for such amount as the Commissioner finds to be reasonable cost of such Work.

## ARTICLE 14 DELETED WORK

- **14.1** Without invalidating any of the terms of the Contract, the Commissioner may order deleted from the Contract any items or portions of the Work deemed necessary by the Commissioner.
- **14.2** The compensation to be deducted from the Contract Sum for such deletions shall be determined in the manner provided for under the provisions of Article 13 or in the event none of the provisions of Article 13 are applicable then by the value as estimated by the Owner.

## ARTICLE 15 MATERIALS: STANDARDS

- **15.1** Unless otherwise specifically provided for in the Specifications, all equipment, materials and articles incorporated in the Work are to be new and of the best grade of their respective kinds for the purposes. Wherever in the Contract Documents a particular brand, make of material, device, or equipment is shown or specified, the first manufacturer listed in the specification section is to be regarded as the standard. When the specification is proprietary and only one manufacturer is listed, the Contractor shall use the named manufacturer and no Substitutions or Equals will be allowed.
- **15.2** Any other brand, make of material, device, equipment, procedure, etc. which is a deviation from the specified requirement is prohibited from use, but may be considered by the Owner for approval as an Equal or Substitution. The Contractor is to adhere to the specific requirements of the Contract Documents. Substitutions are discouraged and are only approved by the Commissioner as an exception.

#### 15.3 Submittals – Equals and Substitution Requests:

- **15.3.1** Substitution of Materials and Equipment before Bid Opening. The Owner will consider requests for Equals or Substitutions, if made prior to the receipt of the Bid. The information on all materials shall be consistent with the information herein.
  - **15.3.1.1** Statement of Variances a statement of variances must list all features of the proposed Substitution which differ from the Drawings, Specifications and/or product(s) specified and must further certify that the Substitution has no other variant features. A request will be denied if submitted without sufficient evidence.
  - **15.3.1.2** Substitution Denial any Substitution request not complying with the above requirements will be denied. Substitution request sent after the deadline established in the Notice to Bidder will be denied.
  - **15.3.1.3** An addendum shall be issued to inform all prospective Bidders of any accepted Substitution in accordance with Owner's addenda procedures.
- 15.3.2 Substitution of Materials and Equipment After Bid Opening: Subject to the Architect or Engineer's determination, if the material or equipment is Equal to the

Page 12 OF 25

one specified or pre-qualified and the CT DCS Project Manager's approval of such determination, Substitution of Material or Equipment may be allowed after the Letter of Award is issued only:

- **15.3.2.1** If the specified or pre-qualified item is delayed by unforeseeable contingencies beyond the control of the Contractor which would cause a delay in the Project completion;
- **15.3.2.2** If any specified or pre-qualified item is found to be unusable or unavailable due to a change by the manufacturer or other circumstances; or
- **15.3.2.3** If the Contractor desires to provide a more recently developed material, equipment, or manufactured model from the same named manufacturer than the one specified or pre-qualified; or **15.3.2.4** If the specified material and/or equipment inadvertently lists only a single manufacturer.
- **15.4** Contractor shall submit each request for Equal or Substitution to the Architect or Engineer who shall review each request and make the following recommendations to the Owner:
  - **15.4.1** Acceptance or non-acceptance of the adequacy of the submission and required back-up,
  - **15.4.2** Determination of the category of the request for Substitution or Equal, and
  - **15.4.3** Overall recommendation for approval or rejection of the Substitution or Equal. The determination of the category as a Substitution may be grounds for an immediate rejection by the Owner.
- 15.5 Approval of the Owner for each Equal or Substitution shall be obtained before the Contractor proceeds with the Work. The decision of the Commissioner, in this regard, shall be final and binding on the Contractor.
- 15.6 No extension of time will be allowed for the time period required for consideration of any Substitution or Equal. No extension of time will be allowed and no responsibility will be assumed by the Owner when a Contractor submits a request for Substitution or Equal, whether such request be approved or denied, and the Contractor shall not be entitled to any claim for damages for delay.
- **15.7** If the Contractor submits any request for an Equal or a Substitution, he shall bear the burden of proof that such requested Equal or Substitution meets the requirements of the Plans and Specifications.
- **15.8** The Contractor shall purchase no materials or supplies for the Work which is subject to any chattel mortgage or which are under a conditional sale or other agreement by which an interest is retained by the seller. The Contractor warrants that the Contractor has good title to all materials and supplies used by him in the Work.
- **15.9** All products and systems supplied to the State as a result of a purchase by a Contractor shall be certified that, to the best of the supplier's knowledge, there are no materials that are classified as hazardous materials being used within the assembly. Hazardous materials include, but are not limited

to, products such as asbestos, lead, and other materials that have proven to cause a health risk by their presence.

## ARTICLE 16 INSPECTION AND TESTS

- 16.1 The purpose of the inspections will be to assure that the Work is performed in accordance with the Contract Documents. These inspections shall include, but not be limited to, all inspections and testing as required by the Owner, and any authorities have jurisdiction.
- All material and workmanship, if not otherwise designated by the Specifications, shall be subject to inspection, examination and test by the Commissioner at any and all times during manufacture and/or construction and at any and all places where such manufacture and/or The Contract Documents construction is carried on. additionally identify the parties responsible for performing and paying for the required testing and inspections. All required tests performed in a laboratory will be obtained and paid for by the Owner, except when the tests show the Work to be defective. The Contractor shall pay for all the costs associated with re-tests and re-inspections for all tests and inspections which fail. The Owner will issue a deduct Change Order to recover said retesting costs from the Contractor. All other tests, unless otherwise specified, shall be made at the Contractor's expense. Notice of the time of all tests to be made at the site shall be given to all interested parties, including the Owner.
- **16.3** Without additional cost to the Owner, the Contractor shall promptly furnish facilities, labor and materials necessary to coordinate and perform operational tests and checkout of the Work. The Contractor shall furnish promptly all reasonable facilities, labor, and materials necessary to make all such testing safe and convenient.
- If, at any time before final payment and Acceptance of the Work, the Commissioner considers it necessary or advisable to examine of any portion of the Work already completed by removing or tearing out the same, the Contractor shall, upon request, furnish promptly all necessary facilities, labor, and materials. If such Work is found to be defective in any material respect, as determined by the Owner, because of a fault of the Contractor or any of the Contractor's Subcontractors, or if any Work shall have been covered without the approval or consent of the Commissioner (whether or not it is found to be defective), the Contractor shall be liable for testing costs and all costs of correction, including removal and/or demolition of the defective Work, including labor, material, and testing, including labor, material, re-testing or reinspecting, services of required consultants, additional supervision, the Commissioner's and the Construction Administrator's administrative costs, and other costs for services of other consultants.
- **16.5** Cost of Systems Commissioning Retesting: The cost to retest a pre-functional or functional test, if the Contractor is responsible for the deficiency, shall be the Contractor's. If the Contractor is not responsible, any cost

recovery for retesting costs shall be negotiated with the Contractor.

- 16.5.1 For a deficiency identified, not related to any pre-functional checklist or start-up fault, the following shall apply: The Commissioning Agent (CxA) and Construction Administrator will direct the retesting of the equipment once at no "charge" to the Contractor for their time. However, the Commissioning Agent's and Construction Administrator's time for additional testing will be charged to the Contractor.
- 16.5.2 The time for the Systems Commissioning Agent and Construction Administrator to direct any retesting required because a specific pre-functional checklist or start-up test item, reported to have been successfully completed, but determined during functional testing to be faulty, will be back charged to the Contractor.
- **16.5.3** Any required retesting by any Subcontractor shall not be considered a justified reason for a claim of delay or for a time extension by the Contractor.

## ARTICLE 17 ROYALTIES AND PATENTS

- 17.1 If the Contractor desires to use any design, device, material or process covered by a patent or copyright, the Contractor shall provide for such use by suitable legal agreement with the holder of said patent or copyright. The Contractor shall furnish a copy of this legal agreement to the Owner.
- 17.2 The Contractor shall indemnify and hold harmless the Owner and Construction Administrator for any costs, expenses and damage which it may be obliged to pay by reason of any infringement of a patent or a copyright, at any time during the prosecution or after the Final payment of the Work.

## ARTICLE 18 SURVEYS, PERMITS AND REGULATIONS

- **18.1** Unless otherwise provided for, the Contractor shall furnish surveys necessary for the execution of the Work. The Owner will furnish the Contractor with two base lines and a benchmark.
- **18.2** The Contractor shall obtain and pay for permits and licenses necessary for the execution of the Work and the occupancy and use of the completed Work.
- **18.3** The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations including building and fire safety codes relating to the performance of the Work.
- 18.4 If underground utilities may be involved in part of the Work the Contractor is required to request "Call-Before-You-Dig" to verify the location of underground utilities at least (3) Working Days, as further defined under Paragraph 1.71 herein, prior to the start of any excavation. The Contractor shall also notify the Owner and Agency at least (3) Working Days prior to the start of any excavation. If "Call-Before-You-Dig" fails or refuses to respond to the Contractor's request, then the Contractor shall obtain the services of a qualified

underground utility locating firm, at no additional cost to the Owner, to verify locations of underground utilities prior to the start of any excavation. The Contractor shall be held responsible for providing safety, protecting the Work and protecting workmen as necessary to perform the Work. The Contractor shall be responsible for maintaining and protecting all original utility mark-out at no additional cost to the Owner.

## ARTICLE 19 PROTECTION OF THE WORK, PERSONS AND PROPERTY

- 19.1 The Contractor shall continuously and adequately protect the Work against damage from any cause, and shall protect materials and supplies furnished by the Contractor or Subcontractors, whether or not incorporated in the Work, and shall make good any damage unless it be due directly to errors in the Contract Documents or is caused by agents or employees of the Owner.
- **19.2** To the extent required by law, by public authority, or made necessary in order to safeguard the health and welfare of the personnel or occupants of any of the state institutions, the Contractor shall adequately protect adjacent property and persons, and provide and maintain all facilities, including but not limited, to passageways, guard fences, lights, and barricades necessary for such protection.
- 19.3 The Contractor shall take all necessary precautions for the safety of employees on the Work and shall comply with applicable provisions of federal and state safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the premises where the Work is being performed. The Contractor shall also comply with the applicable provisions of the Associated General Contractors' "Manual of Accident Prevention in Construction", the standards of the Connecticut Labor Department and Occupational Safety and Hazard Association (OSHA).
- 19.4 The Contractor shall erect and properly maintain at all times, as required by the conditions and progress of the Work, all necessary safeguards for the protection of employees of the State and the public, and shall post danger signs warning against any dangerous condition or hazard created by such things as protruding nails, well holes, elevator hatchways, scaffolding, window openings, excavations, tripping hazards or slipping, stairways and falling materials.
- **19.5** The Contractor shall designate a qualified and responsible on-site staff person, whose duty shall be the prevention of accidents. The name and position of the designated person shall be reported to the Owner by the Contractor at the commencement of the Contract.
- 19.6 The Contractor shall at all times protect excavations, trenches, buildings, and all items of Work from damage by rain, water from melted snow or ice, surface water run off and subsurface water usual for the vicinity at the time of operations; and provide all pumps and equipment and enclosures to insure such protection.

- **19.7** The Contractor shall construct and maintain all necessary temporary drainage and provide all pumping necessary to keep excavation, basements, footings and foundations free of water.
- **19.8** The Contractor shall remove all snow and ice as may be required for access to the site and proper protection and prosecution of the Work.
- **19.9** The Contractor shall install bracing, shoring, sheathing, sheet piling, caissons and any other underground facilities as required for safety and proper execution of the Work, and shall remove this portion of the Work when no longer necessary.
- **19.10** During cold weather the Contractor shall protect all Work from damage. If low temperature makes it impossible to continue operations safely in spite of cold weather precautions, the Contractor may cease Work upon the written approval of the Commissioner.

## ARTICLE 20 TEMPORARY UTILITIES

**20.1** Unless expressly provided for otherwise in the Contract Documents, the Contractor shall include in the proposed contract bid price as stated on the Bid Proposal Form, the costs of all temporary utilities required for Project completion and protection of the Work. Said temporary utilities include, but are not limited to, lighting, heating, cooling, electrical power, water, telephone, sanitary facilities, and potable water.

## ARTICLE 21 CORRECTION OF WORK

- 21.1 The Contractor shall promptly and without expense to the Owner remove from the premises all materials rejected by or unacceptable to the Commissioner as failing to conform to the Contract Documents, whether incorporated in the Work or not.
- 21.2 The Contractor shall promptly and without expense to the Owner replace any such materials, which do not conform to the Contract Documents, and shall bear the expense of making good all Work of other Contractors or Subcontractors destroyed or damaged by such removal or replacement.
- **21.3** If the Contractor, after receipt of notice from the Owner, shall fail to remove such rejected or unacceptable materials within a reasonable time as fixed in said notice, the Owner may remove and store such materials at the expense of the Contractor.
- 21.4 Such action shall not affect the obligation of the Contractor to replace and complete assembly and installation of the Work and to bear the expenses referred to above. Prior to the correction of rejected or unacceptable Work or if the Commissioner deems it inexpedient or undesirable to correct any portion of the Work which was rejected, deemed unacceptable, or not done in accordance with the Contract

Documents, the Contract Sum shall be reduced by such amount as, in the judgment of the Commissioner, shall be equitable.

- 21.5 No extension of time will be given to the Contractor for correction of rejected or unacceptable Work. All significant punchlist Work shall be completed before Substantial Completion is determined. The remaining minor punchlist Work, as determined by the Commissioner, shall be completed within ninety (90) Days of established Substantial Completion date.
- **21.6** Final Payment shall not relieve the Contractor of responsibility for the defects in material or workmanship.
- 21.7 Unless expressly provided for otherwise in the Contract Documents, the Contractor shall remedy any rejected or unacceptable Work, and any Work found to be not conforming to the Contract Documents which is discovered within 18 Months after the date of Substantial Completion. The Contractor shall pay for any damage to other Work caused by such nonconforming Work or any damage created in correcting the nonconforming Work.

## ARTICLE 22 GUARANTEES and WARRANTIES

- **22.1** Unless expressly provided for otherwise in the Contract Documents, the Contractor shall provide a Warranty on the Work for an 18-Month period from the date of Substantial Completion. The Contractor shall warrant that the equipment, materials and workmanship are of good quality and new, unless permitted elsewhere by the Contract Documents, and that the Work shall be free from defects not inherent in the quality required or permitted and that the Work conforms to the Contract Documents.
- **22.2** Disclaimers and limitations from manufactures, Subcontractors, suppliers or installers to the Contractor shall not relieve the Contractor of the Warranty on the Work. The Contract Documents detail the related damages, reinstatement of Warranty, replacement cost and Owner's recourse.

## ARTICLE 23 CUTTING, FITTING, PATCHING, AND DIGGING

- **23.1** The Contractor will perform or will cause the Subcontractors to perform all cutting, fitting, or patching of the portion(s) of the Work that may be required to make the several parts thereof joined and coordinated in a manner satisfactory to the Commissioner and in accordance with the Plans and Specifications.
- 23.2 The responsibility for defective or ill-timed Work shall be with the Contractor, but such responsibility shall not in any way relieve the Subcontractor who performed such Work. Except with the consent of the Commissioner, neither the Contractor nor any of its Subcontractors shall cut or alter the Work of any other Contractor or Subcontractor.

Page 15 OF 25

### ARTICLE 24 CLEANING UP

- **24.1** The Contractor shall, on a daily basis, keep the premises free from accumulations of waste material or rubbish.
- 24.2 Prior to Acceptance of the Work, the Contractor shall remove from and about the site of the Work, all rubbish, all temporary structures, tools, scaffolding, and surplus materials, supplies, and equipment which may have been used in the performance of the Work. If the Commissioner in his sole discretion determines that the Contractor has failed to clean the work site, the Owner may remove the rubbish and charge the cost of such removal to the Contractor. A deduct Change Order will be issued by the Owner to recover such cost.

## ARTICLE 25 ALL WORK SUBJECT TO CONTROL OF THE COMMISSIONER

- 25.1 The Commissioner hereby declares that the CT DCS Project Manager is the Commissioner's only authorized representative to act in matters involving the Owner's, and/or Architect's or Engineer's, ability to revoke, alter, enlarge or relax any requirement of the Contract Documents; to settle disputes between the Contractor and the Construction Administrator; and act on behalf of the Commissioner. In all such matters, the provisions of Articles 13 and 14 herein shall guide the CT DCS Project Manager.
- 25.2 In no event may the Contractor act on any instruction of the Agency without written consent of the Owner. In the event the Contractor acts without such consent, he does so at his own risk and at his own expense, not only for the Work performed, but for the removal of such Work as determined necessary by the Commissioner.
- **25.3** In the performance of the Work, The Contractor shall abide by all orders, directions, and requirements of the Commissioner at such time and places and by such methods and in such manner and sequence as the Commissioner may require.
- **25.4** The Commissioner shall determine the amount, quality, acceptability and fitness of all parts of the Work, shall interpret the plans, Specifications, Contract Documents and extra work orders and shall decide all other questions in connection with the Work.
- 25.5 The Contractor shall employ no plant, equipment, materials, methods, or persons to which the Commissioner objects and shall remove no plant materials, equipment, or other facilities from the site of the Work without the permission of the Commissioner. Upon request, the Commissioner shall confirm in writing any oral order, direction, requirement or determination.
- **25.6** In accordance with Section 4b-24 of the Connecticut General Statutes, the public auditors of the State of Connecticut and the auditors or accountants of the

Commissioner of Construction Services shall have the right to audit and make copies *of* the books of any Contractor employed by the Commissioner.

## ARTICLE 26 AUTHORITY OF THE CONSTRUCTION ADMINISTRATOR

- **26.1** The Construction Administrator employed by the Commissioner is authorized to inspect all Work for conformance to the Contract Documents. The Construction Administrator is authorized to reject all Work found to be defective, unacceptable and nonconforming to the Contract Documents. Such inspections and rejections may extend to all or any part of the Work, and to the preparation or manufacture of the material to be used.
- 26.2 The Construction Administrator is not empowered to revoke, alter, enlarge, or relax any requirements of the Contract Documents, or to issue instructions contrary to the Contract Documents. The Construction Administrator shall in no case act as foreman or perform other duties for the Contractor, nor shall the Construction Administrator interfere with the management of the Work by the Contractor. Any advice, which the Construction Administrator may give the Contractor, shall in no way be construed as binding the Commissioner or Owner in any way, nor releasing the Contractor from the fulfillment of the terms of the Contract.
- **26.3** In any dispute arising between the Contractor and the Construction Administrator with reference to inspection and rejection of the Work, the Construction Administrator may suspend Work on the non-compliant portion of the Work until the dispute can be referred to and decided by the Commissioner.

## ARTICLE 27 SCHEDULE OF VALUES, APPLICATION FOR PAYMENT

- 27.1 Immediately after the signing of the Contract, the Contractor shall furnish for the use of the Commissioner, as a basis for estimating partial payments, a certified Schedule of Values, totaling the Contract Sum and broken down into quantities and unit costs, as outlined in the Contract Documents and as directed by the Owner. The Schedule of Values must reflect true costs and be in sufficient detail to be an effective tool for monitoring the progress of the Work Upon request of the Commissioner; the Contractor shall supply copies of signed Contracts, vendor quotations, etc. as back up to the Schedule of Values.
- **27.2** Approval of the Schedule of Values by the Commissioner is required prior to any payment by the Owner.
- **27.3** The Schedule of Values shall include a breakdown of the Contractor's general condition costs.
- **27.3.1** Non-recurring costs, (i.e. Mobilization costs, utility hook-ups, temporary heat) will be paid at the time of occurrence.

- **27.3.2** Reoccurring costs will be paid in proportion to the percent of completion of the Project.
- **27.3.3** Further detail can be found in the General Requirements 01.29.76; paragraphs 1.3.B.4 for this project.
- **27.4** The Schedule of Values shall include a breakdown of Contract closeout costs including systems certification testing and acceptance, training, Warranties, Guarantees, As-Built Drawings and attic stock.
- **27.5** The Contractor shall make periodic applications for payment, which shall be subdivided into categories corresponding with the approved Schedule of Values and shall be in such numbers of copies as may be designated by the Commissioner.

## ARTICLE 28 PARTIAL PAYMENTS

- **28.1** Commissioner will examine the Contractor's Applications For Payments to determine, in the opinion of the Commissioner, the amounts that properly represent the value of the Work completed and the materials suitably stored on the site.
- **28.2** In making such Application For Payment for the Work, there shall be deducted <u>seven</u> and <u>one-half</u> percent (7.5%) of the amount of each Application for Payment to be retained by the Owner as Retainage until Final Completion.
  - The Commissioner has the sole discretion in 28.2.1 the determination of reduction in Retainage. At fifty percent (50%) completion of the Work the Owner shall issue a "Contractor's Performance Evaluation". If the Contractor receives a performance evaluation score of "Good" or better, then the Retainage withheld may be reduced to five percent (5%). All subsequent Applications for Payment shall be subject to five percent (5%) Retainage. Upon Substantial Completion, the Retainage may be reduced at the request of the Contractor and recommendation of the CT DCS Project Manager. In the event of a reduction in Retainage to below five percent (5%), the minimum Retainage withheld shall not be less than the CT DCS Project Manager's estimate of the remaining Work or two and one-half percent (2.5%), which ever is greater. All requests for Retainage Reduction shall be done on CT DCS Form 7048 General Contractor Retainage Reduction Request, which can be found at the end of the General Conditions.
  - **28.2.2** Subsequent to Substantial Completion, in limited circumstances, at the sole discretion of the Commissioner, a reduction of Retainage below Two and one-half percent (2.5%) may be considered.
  - **28.2.3** A "Good" Contractor's Performance Evaluation score shall be defined as a minimum total score of sixty percent (60%).
- **28.3** The decision of the Commissioner to reduce the Retainage rate will be based upon the Contractor's Performance Evaluation score for completed portions of the

- Work as set out above and other factors that the Commissioner may find appropriate as follows:
  - **28.3.1** The Contractor's timely submission of an appropriate and complete CPM Schedule or Construction Schedule and Schedule of Values, in compliance with the Contract requirements and the prompt resolution of the Owner's and/or Architect's or Engineer's comments on the submitted material resulting in an appropriate basis for progress of the Work.
  - **28.3.2** The Contractor's timely and proper submission of all Contract Document required submissions: including, but not limited to, Shop Drawings, material certificates and material samples and the prompt resolution of the Owners and/or Architect's or Engineer's comments on the submitted material, resulting in an appropriate progress of the Work.
  - **28.3.3** The Contractor's provision of proper and adequate supervision and home office support of the Project.
  - **28.3.4** The Work completed to date has been installed or finished in a manner acceptable to the Owner.
  - **28.3.5** The progress of the Work is consistent with the approved CPM Schedule or Construction Schedule.
  - **28.3.6** All approved credit change orders have been invoiced.
  - **28.3.7** All Change Order requests for pricing are current.
  - **28.3.8** The Contractor has and is maintaining a clean worksite in accordance with the Contract Documents.
  - **28.3.9** All Subcontractor payments are current at the time of reduction request.
  - **28.3.10** Contractor is compliant with set-aside provisions of the contract.
  - 28.3.2.11 Pursuant to C.G.S. Sec. 4a-101, the General Contractor shall compile evaluation information during the performance of the contract on each of its subcontractors who are performing work with a value in excess of five hundred thousand dollars (\$500,000.00). The General Contractor shall complete and submit to the State of Connecticut Department of Construction Services (CT DCS) evaluations of each such subcontractor upon fifty percent (50%) completion of the project and upon Substantial Completion of the project. The General Contractor acknowledges that its failure to complete and submit these evaluations in a timely manner may, by statute; result in a delay in project funding and, consequently, payment to the General Contractor.
- **28.4** No payments will be made for improperly stored or protected materials or unacceptable Work.
- **28.5** At his or her sole discretion, the Commissioner may allow to be included in the monthly requisitions payment requests for materials and equipment stored off the site.
  - **28.5.1** In the event the Commissioner allows the Contractor to include in its requisitions payment requests for materials and equipment stored off the site, the Contractor shall also submit any additional bonds and/or insurance certificates relating to off-site stored materials

Page 17 OF 25

and equipment, and follow such other procedures as may be required by the State to obtain the Commissioner's approval of such requests.

**28.5.2** The Architect or Engineer, or Construction Administrator shall have inspected said materials and equipment and recommended payment therefore. The Contractor shall pay for the cost of the Architect's or Engineer's, or Construction Administrator's time and expense in performing these inspection services.

# ARTICLE 29 DELIVERY OF STATEMENT SHOWING AMOUNTS DUE FOR WAGES, MATERIALS, AND SUPPLIES

- 29.1 For each Application for Payment under this Contract, the Owner reserves the right to require the Contractor and every Subcontractor to submit a written verified statement, in a form satisfactory to the Owner, showing in detail all amounts then due and unpaid by such Contractor or Subcontractor for daily or weekly wages to all laborers employed by it for the performance of the Work or to other persons for materials, equipment or supplies delivered at the site.
- **29.2** The term "laborers" as used herein shall include workmen, workwomen, and mechanics.
- **29.3** Failure to comply with this requirement may result in the Owner withholding the Application for Payment pursuant to Article 28.

## ARTICLE 30 SUBSTANTIAL COMPLETION AND ACCEPTANCE

#### 30.1 Substantial Completion:

- **30.1.1** When the Contractor considers that the Work or a portion thereof is Substantially Complete, the Contractor shall request an inspection of said Work in writing to the Construction Administrator. The request shall certify that the Contractor has completed its own inspection prior to the request and that the Contractor is compliant with all requirements of Section 01 77 00 of the General Requirements. The request must also include a statement that a principal or senior executive of the Contractor is ready, willing and able to attend a walk through inspection with the Architect or Engineer.
- **30.1.2** Upon receipt of the request, the Architect or Engineer, Construction Administrator and Owner, will make an inspection to determine if the Work or designated portion thereof is Substantially Complete. A principal or senior executive of the Contractor shall accompany the Architect or Engineer during each inspection/re-inspection. If the inspection discloses any item, whether or not included on the inspection list, which is not in accordance with the requirements of the Contract Documents, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item.
- **30.1.3** The Contractor shall then submit a request for another inspection. The determination of Substantial Completion is solely within the discretion of the Owner. Any

costs for re-inspection beyond one, shall be at the expense of the Contractor and such costs will be recovered by issuance of a credit Change Order. When the Work or designated portion thereof is determined to be Substantially Complete, the Contractor will be provided a Certificate of Substantial Completion from the Owner. The Certificate of Substantial Completion shall establish the date when the responsibilities of the Contractor for security, maintenance, heat, utilities, damage to the Work, and insurance, are transferred to the Owner and shall fix the time within which the Contractor shall finish all items on the inspection list accompanying the Certificate. If the punch list is not complete in 90 Days, the Owner reserves the right to complete the outstanding punch list items with their own forces or by awarding separate contracts and to deduct the cost thereof from the amounts remaining due to the Contractor.

**30.1.4** The Certificate of Substantial Completion shall be signed by the Construction Administrator, Owner, and Architect or Engineer. Upon Substantial Completion of the Work or designated portion thereof and upon application by the Contractor and certification by the Construction Administrator and Architect or Engineer, the Owner shall make payment reflecting adjustment in Retainage, if any, for such Work or portion thereof as provided in the Contract Documents.

#### 30.2 Acceptance:

- **30.2.1** Upon completion of the Work, the Contractor shall forward to the Construction Administrator a written notice that the Work is ready for inspection and Acceptance.
- **30.2.2** When the Work has been completed in accordance with terms and conditions of the Contract Document as determined by the Owner a Certificate of Acceptance shall be issued by the Owner.

#### ARTICLE 31 FINAL PAYMENT

- **31.1** The Owner reserves the right to retain for a period of thirty (30) Days after filing of the Certificate of Acceptance the amount therein stated less all prior payments and advances whatsoever to or for the account of the Contractor.
- **31.2** All prior estimates and payments, including those relating to extra or additional Work, shall be subject to correction by the Final Payment.
- **31.3** No Application for Payment, Final or Partial, shall act as a release to the Contractor or the Contractor's sureties from any obligations under this Contract.
- **31.4** The Architect or Engineer and Construction Administrator will promptly issue the Certificate for Payment, stating that to the best of their knowledge, information and belief, and on the basis of their observations and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in said Final Payment is due and payable.

- **31.5** Final Payment shall not be released until a Certificate of Acceptance and a Certificate of Compliance have been issued.
- **31.6** Neither Final Payment nor any Retainage shall become due until the Contractor submits to the Owner the following:
  - **31.6.1** An affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied.
  - **31.6.2** A certificate evidencing that insurance required by the Contract Documents to remain in force after Final Payment is currently in effect and will not be canceled or allowed to expire without at least 30 Days prior written notice to the Owner.
  - **31.6.3** A written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents.
  - **31.6.4** Written consent of surety, if any, to Final Payment.
  - 31.6.5 If required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorney's fees.

## ARTICLE 32 OWNER'S RIGHT TO WITHHOLD PAYMENTS

- **32.1** The Commissioner may withhold a portion of any Payment due the Contractor that may, in the judgment of the Commissioner, be necessary:
  - **32.1.1** To assure the payment of just claims then due and unpaid to any persons supplying labor or materials for the Work.
  - **32.1.2** To protect Owner from loss due to defective, unacceptable or non-conforming Work not remedied by the Contractor.
  - **32.1** To protect the Owner from loss due to injury to persons or damage to the Work or property of other Contractors, Subcontractors, or others caused by the act or neglect of the Contractor or any of its Subcontractors.
- **32.2** The Owner shall have the right to apply any amount withheld under this Article as the Owner may deem proper to satisfy protection from claims. The amount withheld shall be considered a payment to the Contractor.
- **32.3** The Owner has the right to withhold payment if the Contractor fails to provide accurate submissions of Submittals,

- up date the status including but not limited to the following: As-Built Drawings, request for information (RFI) log, Schedule, submittal log, Change Order log, certified payrolls and daily reports and all other requirement of the Contract Documents.
- **32.4** If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorney's fees.

## ARTICLE 33 OWNER'S RIGHT TO STOP WORK OR TERMINATE CONTRACT

- **33.1** The Commissioner shall have the authority to suspend the Work wholly or in part, for such period or periods as the Commissioner considers being in the best interests of the State, or in the interests of public necessity, convenience or safety. During such periods the Contractor shall store all materials and equipment, in such a manner to prevent the materials and equipment from being damaged in any way, and the Contractor shall take precautions to protect the Work from damage.
- **33.1.1** If the Commissioner, in writing, orders the performance of all or any portion of the Work to be suspended or delayed for an unreasonable period of time (i.e. not originally anticipated, customary, or inherent in the construction industry) and the Contractor believes that additional compensation and/or Contract Time is due as a result of such suspension or delay, the Contractor shall submit to the Commissioner in writing a request for a Contract adjustment within 7 Days of receipt of the notice to resume Work. The request shall set forth the specific reasons and support for said adjustment.
- **33.1.2** The Commissioner shall evaluate any such requests received. If the Commissioner agrees that the cost and/or time required for the performance of the Contract has increased as a result of such suspension and that the suspension was caused by conditions beyond the control of and not the fault of the Contractor, its suppliers, or Subcontractors, and was not caused by weather, then the Commissioner will make a reasonable adjustment, excluding profit, of the Contract terms. The Commissioner will notify the Contractor of the determination as to what adjustments of the Contract, if any, that the Commissioner deems warranted.
- **33.1.3** No Contract adjustment will be made unless the Contractor has submitted the request for adjustment within the time prescribed.
- **33.1.4** No Contract adjustment will be made under this Article to the extent that performance would have been suspended or delayed by any other cause within the Contractor's control or by any factor for which the Contractor is responsible under the Contract; or that such an adjustment is provided for or excluded under other term or condition of this Contract.
- 33.2 Notwithstanding any provision or language in the

Contract to the contrary, the State may terminate the Contract whenever the Commissioner determines at his sole discretion that such termination is in the best interests of the State. Any such termination shall be effected by delivery to the Contractor of a written Notice of Termination specifying the extent to which performance of Work under the Contract is terminated, and the date upon which such termination shall be effective.

- **33.2.1** In the event of such termination, the Contractor shall be entitled to reasonable compensation as determined by the Commissioner, however, no claim for lost Overhead or profits shall be allowed.
- **33.2.2** All Work and materials obtained by the Contractor for the Work, that have been incorporated into the Work, inspected, tested as required, accepted by the Commissioner, and paid for by the State, shall become the property of the State.
- **33.2.3** Materials obtained by the Contractor for the Work that have been inspected, tested as required, and accepted by the Commissioner, and that are not incorporated into the Work, shall, at the option of the Commissioner, be purchased from the Contractor at actual cost as shown by receipted bills. To this cost shall be added all actual costs for delivery at such points of delivery as may be designated by the Commissioner, as shown by actual cost records.
- **33.2.4** Termination of the Contract shall not relieve the Contractor or its Surety of their responsibilities for the completed Work, nor shall it relieve the Contractor's Surety of its obligations to ensure completion of the Work and to pay legitimate claims arising out of Work.

## ARTICLE 34 SUBLETTING OR ASSIGNING OF CONTRACT

- **34.1** The Contract or any portion thereof, or the Work provided for therein, or the right, title, or interest of the Contractor therein may not be sublet, sold, transferred, assigned, or otherwise disposed of to any person, firm, or corporation without the written consent of the Commissioner.
- **34.2** No person, firm, or corporation other than the Contractor to whom the Contract was awarded shall be permitted to commence Work at the site of the Contract until such consent has been granted.

## ARTICLE 35 CONTRACTOR'S INSURANCE

35.1 The Contractor shall not start Work under the Contract until they have obtained insurance as stated in SECTIONS 00 62 16 CERTIFICATE OF INSURANCE and 00 40 13 BID PROPOSAL FORM, subsections 4.4.2 and 4.4.3, of the Project Manual and until the insurance has been approved by the Owner. The Contractor shall not allow any Subcontractor to start Work until the same insurance has been obtained by the Subcontractor and approved by the Owner or the Contractor's insurance provides coverage on behalf of the Subcontractor. The Contractor shall send Certificates of Liability Insurance to the Bidding and Contracts Unit, Department of Construction Services, 165 Capitol Avenue, Room G-35, Hartford, CT 06106 unless otherwise directed in

writing. Presented below is a narrative summary of the insurance required.

- **35.1.1 Commercial General Liability** Insurance including contractual liability, products/completed operations, broad form property damage and independent Contractors. The limits shall be no less than \$1,000,000 each occurrence and \$2,000,000 annual aggregate. Coverage for hazards of explosion, collapse and underground (X-C-U) and for asbestos abatement when applicable to this Contract, must also be included when applicable to the Work to be performed. The State of Connecticut, the Department of Construction Services, and their respective officers, agents, and employees shall be named as an Additional Insured. This coverage shall be provided on a primary basis.
- **35.1.2** Owner's and Contractor's Protective Liability insurance providing a total limit of \$1,000,000 for all damages arising out of bodily injury or death of persons in any one accident or occurrence and for all damages arising out of injury or destruction of property in any one accident or occurrence and subject to a total (aggregate) limit of \$2,000,000 for all damages arising out of bodily injury to or death of persons in all accidents or occurrences and out of injury to or destruction of property during the policy period. This coverage shall be for and in the name of the State of Connecticut.
- **35.1.3 Automobile Liability** The operation of all motor vehicles including those owned, non-owned and hired or used in connection with the Contract shall be covered by Automobile Liability insurance providing for a total limit of \$1,000,000 for all damages arising out of bodily injuries to or death of all persons in any one accident or occurrence and for all damages arising out of injury to or destruction of property in any one accident or occurrence. In cases where an insurance policy shows an aggregate limit as part of the automobile liability coverage, the aggregate limit must be at least \$2,000,000. This coverage shall be provided on a primary basis. Should the Contractor not own any automobiles, the automobile & liability requirement shall be amended to allow the Contractor to maintain only hired and non-owned liability coverage.
- **35.1.4** Excess Liability (Other than Umbrella Form) insurance in the amount of \$5,000,000 for bids of \$1,000,000 \$10,000,000 and in the amount of \$10,000,000 for bids of \$10,000,001 \$20,000,000. Refer to Section 00 92 00 Amendments of the Project Manual for Excess Liability insurance requirements for bids exceeding \$20,000,000.
- **35.1.5** Workers' Compensation and Employer's Liability as required by Connecticut Law and Employers' Liability with a limit of not less than \$100,000 per occurrence, \$500,000 disease policy limit and \$100,000 disease each employee. When Work is on or contiguous to navigable bodies of waterways and ways adjoining, the Contractor shall include the Federal Act endorsement for the U.S. Longshoremen's and Harbor Workers Act.

- **35.1.6 Special Hazards Insurance**, if required, will be stated in SECTION 00 40 13 BID PROPOSAL FORM, subsection 4.4.2 of this Project Manual. This includes coverage for explosion, collapse or underground damage and for asbestos abatement when applicable to this Contract and shall be no less than \$1,000,000 each occurrence.
- **35.1.7 Builder's Risk Insurance**, if required, will be stated in Section 00 40 13 Bid Proposal Form, subsection 4.4.3 of this Project Manual.
- **35.1.8 Inland Marine/Transit Insurance**: With respect to property with values in excess of \$100,000 which is rigged, hauled or situated at the site pending installation, the Contractor shall maintain inland marine/transit insurance provided the coverage is not afforded by a Builder's Risk policy.
- **35.1.9** When required to be maintained, the Builder's Risk and/or Inland Marine/Transit Insurance policy shall endorse the State of Connecticut as a Loss Payee and the policy shall state it is for the benefit of and payable to the State of Connecticut.
- 35.2 Satisfying Limits Under an Umbrella Policy: If necessary, the Contractor may satisfy the minimum limits required above for either Commercial General Liability, Automobile Liability, and Employer's Liability coverage under an Umbrella or Excess Liability policy. The underlying limits may be set at the minimum amounts required by the Umbrella or Excess Liability policy provided the combined limits meet at least the minimum limit for each required policy. The Umbrella or Excess Liability policy shall have an Annual Aggregate at a limit not less than two (2) times the highest per occurrence minimum limit required above for any of the required coverages. The State of Connecticut shall be specifically endorsed as an Additional Insured on the Umbrella or Excess Liability policy, unless the Umbrella or Excess Liability policy provides continuous coverage to the underlying policies on a complete "Follow-Form" basis.
- **35.3** The Contractor shall, at its sole expense, maintain in full force and effect at all times during the life of the Contract or the performance of Work hereunder, insurance coverage as described herein. Certificates shall include a minimum thirty (30)-day endeavor to notify requirement to the Owner prior to any cancellation or non-renewal.
- **35.4** The Contractor shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention, including any loss not covered because of the operation of such deductible, coinsurance penalty, or self-insured retention.
- **35.5** The requirement contained herein as to types and limits of insurance coverage to be maintained by the Contractor are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor.

Hold Harmless Provisions: The Contractor shall at all times indemnify and save harmless the State of Connecticut, the Department of Construction Services, and their respective officers, agents, and employees, on account of any and all claims, damages, losses, litigation, expenses, counsel fees and compensation arising out of injuries (including death) sustained by or alleged to have been sustained by the officers, agents, and employees of said State or Department, or of the Contractor, his Subcontractor, or materialmen and from injuries (including death) sustained by or alleged to have been sustained by the public, any or all persons on or near the Work, or by any other person or property, real or personal (including property of said State or Department) caused in whole or in part by the acts, omissions, or neglect or the Contractor including, but not limited to, any neglect in safeguarding the Work or through the use of unacceptable materials in constructing the Work of the Contractor, any Subcontractor, materialman, or anyone directly employed by them or any of them while engaged in the performance of the Contract, including the entire elapsed time from the date of the Notice to Proceed or the actual Commencement Of The Work whichever occurs first until its completion as certified by the Department of Construction Services.

## ARTICLE 36 FOREIGN MATERIALS

- **36.1** Preference shall be given to articles or materials manufactured or produced in the United States, Canada, and Mexico, (the members of the North American Free Trade Agreement (NAFTA)); and the products shall meet all of the referenced standards and Specifications for conditions of performance, quality, and price with duty being equal.
- **36.2** Only articles or materials manufactured or produced in the United States, Canada, and Mexico, (the members of the North American Free Trade Agreement (NAFTA)), will be allowed. The foregoing provisions shall not apply to foreign articles or materials required by the Contract Documents.

#### ARTICLE 37 HOURS OF WORK

- 37.1 No person shall be employed to work or be permitted to work more than eight (8) hours in any Day or more than forty (40) hours in any week for any Work provided in the Contract, in accordance with Connecticut General Statute Section 31-57.
- **37.2** The operation of such limitation of hours of work may be suspended during an emergency, upon the approval of the Commissioner, in accordance with Connecticut General Statute Section 31-57.

## ARTICLE 38 CLAIMS

**38.1 General:** When filing a formal claim under Section 4-61 (referred to as "Section 4-61" below) of the Connecticut

General Statutes (as revised), either as a lawsuit in the Superior Court or as a demand for arbitration, the Contractor must follow the procedures and comply with the requirements set forth in this Article. This Section does not, unless so specified, govern informal claims for additional compensation which the Contractor may bring before the Department. The Contractor should understand, however, that the Department may need, before the Department can resolve such a claim, the same kinds of documentation and other substantiation that it requires under this Article. It is the intent of the Department to compensate the Contractor for actual increased costs caused by or arising from acts or omissions on the part of the Department that violate legal or contractual duties owed to the Contractor by the Department.

**38.2 Notice of Claim:** Whenever the Contractor intends to file a formal claim against the Department under Section 4-61, seeking compensation for additional costs, the Contractor shall notify the Commissioner in writing (in strict compliance with Section 4-61) of the details of said claim. Such written notice shall contain all pertinent information described in Paragraph 38.5 below.

Once formal notice of a claim under Section 4-61(b) (as revised) has been given to the Commissioner, the claimant may not change the claim in any way, in either concept or monetary amount, (1) without filing a new notice of claim and demand for arbitration to reflect any such change, and (2) without the minimum period of six months after filing of the new demand commencing again and running before any hearing on the merits of the claim may be held. The only exception to this limitation will be for damages that continue to accrue after submission of the notice, in ways described and anticipated in the notice.

- **38.3 Record Keeping:** The Contractor shall keep daily records of all costs incurred in connection with its Work on behalf of the Department. The daily records shall identify each aspect of the Project affected by matters related to any claim for additional compensation that the Contractor has filed, intends to file, or has reason to believe that it may file against the Department; the specific Project locations where Project work has been so affected; the number of people working on the affected aspects of the Project at the pertinent time(s); and the types and number of pieces of equipment on the Project site at the pertinent time(s). Any potential or anticipated effect on the Project's progress or Schedule which may result in a claim by the Contractor shall be noted contemporaneously with the cause of the effect, or as soon thereafter as possible.
- **38.4** Claim Compensation: The payment of any claim, or any portion thereof, that is deemed valid by the Department shall be made in accordance with the following provisions of this Article:
- **38.4.1** Compensable Items: The liability of the Department for claims will be limited to the following specifically identified items of cost, insofar as they have not otherwise been paid for by the Department, and insofar as they were caused solely by the actions or omissions of the Department or its agents (except that with regard to payment for extra work, the Department will pay to the Contractor the Overhead and profit percentages provided for in Article 13.):

- 38.4.1.1 Additional Project-site labor expenses.
- 38.4.1.2 Additional costs for materials.
- **38.4.1.3** Additional, unabsorbed Project-site Overhead (e.g., for mobilization and demobilization).
- 38.4.1.4 Additional costs for active equipment.
- **38.4.1.5** For each Day of Project delay or suspension caused solely by actions or omissions of the Department either:
  - **38.4.1.5.1** an additional ten percent (10%) of the total amount of the costs identified in Subparagraphs 38.4.1.1 through 38.4.1.4 above; except that if the delay or suspension period prevented the Contractor from incurring enough Project costs under Subparagraphs 38.4.1.1 through 38.4.1.4 during that period to require a payment by the Department that would be greater than the payment described in Subparagraph 38.4.1.5.2 below, then the payment for affected home office Overhead and profit shall instead be made in the following *per diem* amount:
  - **38.4.1.5.2** six percent (6%) of the original total Contract amount divided by the original number of Days of Contract Time. Payment under either 38.4.1.5.1 or 38.4.1.5.2 hereof shall be deemed to be complete and mutually satisfactory compensation for any unabsorbed home office overhead and any profit related to the period of delay or suspension.
- **38.4.1.6** Additional equipment costs. Only actual equipment costs shall be used in the calculation of any compensation to be made in response to claims additional Project compensation. equipment costs shall be based upon records kept in the normal course of business and in accordance with generally accepted accounting principles. Under no circumstances shall Blue Book or other guide or rental rates be used for this purpose (unless the Contractor had to rent the equipment from an unrelated party, in which case the actual rental charges paid by the Contractor, so long as they are reasonable, shall be used). Idle equipment, for instance, shall be paid for based only on its actual cost to the Contractor.
- **38.4.1.7** Subcontractor costs limited to, and determined in accordance with, Subparagraphs 38.4.1.1 through 38.4.1.5 above and applicable statutory and case law. Such Subcontractor costs may be paid for by the Department only: (a) in the context of an informal claims settlement; or (b) if the Contractor has itself paid or legally assumed, present unconditional liability for those Subcontractor costs.
- **38.4.2** Excusable But Not Compensable Items: The Contractor may be allowed Days but the Department will have no liability for the following non-compensable items:
  - 38.4.2.1 Abnormal or unusually severe weather
  - 38.4.2.2 Acts of God
  - 38.4.2.3 Force Majeure
  - 38.4.2.4 Concurrent Delay

**38.4.3 Non-Compensable Items:** The Department will have no liability for the following specifically-identified noncompensable items:

38.4.3.1	Profit, in excess of that provided for
herein.	

- 38.4.3.2 Loss of anticipated profit.38.4.3.3 Loss of bidding opportunities.38.4.3.4 Reduction of bidding capacity.
- **38.4.3.5** Home office overhead in excess of that provided for in Subparagraph 38.4.1.5 hereof.
- **38.4.3.6** Attorneys fees, claims preparation expenses, or other costs of claims proceedings or resolution.
- **38.4.3.7** Subcontractor failure to perform **38.4.3.8** Any other consequential or indirect expenses or costs, such as tort damages, or any other form of expense or damages not provided for in these specifications or elsewhere in the Contract.
- **38.5** Required Claim Documentation: All claims shall be submitted in writing to the Commissioner, and shall be sufficient in detail to enable the Department to ascertain the basis and the amount of each claim, and to investigate and evaluate each claim in detail. As a minimum, the Contractor must provide the following information for each and every claim and sub-claim asserted:
  - **38.5.1** detailed factual statement of the claim, with all dates, locations and items of Work pertinent to the claim.
  - **38.5.2** A statement of whether each requested additional amount of compensation or extension of time is based on provisions of the Contract or on an alleged breach of the Contract. Each supporting or breached Contract provision and a statement of the reasons why each such provision supports the claim must be specifically identified or explained.
  - **38.5.3** Excerpts from manuals or other texts which are standard in the industry, if available, that support the Contractor's claim.
  - **38-5.4** The details of the circumstances that gave rise to the claim.
  - **38.5.5** The date(s) on which any and all events resulting in the claim occurred, and the date(s) on which conditions resulting in the claim first became evident to the Contractor.
  - **38.5.6** Specific identification of any pertinent document, and detailed description of the substance of any material oral communication, relating to the substance of such claim.
  - **38.5.7** If an extension of time is sought, the specific dates and number of Days for which it is sought, and the basis or bases for the extension sought. A critical path method, bar chart, or other type of graphical schedule that supports the extension must be submitted.
  - **38.5.8** When submitting any claim over \$50,000, the Contractor shall certify in writing, under oath and in accordance with the formalities required by the contract, as to the following:
    - **38.5.8.1** That supporting data is accurate and complete to the Contractor's best knowledge and belief;

- **38.5.8.2** That the amount of the dispute and the dispute itself accurately reflects what the Contractor in good faith believes to be the Department's liability;
- **38.5.8.3** The certification shall be executed by:
  - **38.5.8.3.1** If the Contractor is an individual, the certification shall be executed by that individual.
  - **38.5.8.3.2** If the Contractor is not an individual, the certification shall be executed by a senior company official in charge at the Contractor's plant or location involved or an officer or general partner of the Con-tractor having overall responsibility for the conduct of the Contractor's affairs.
- Auditing of Claims: All claims filed against the Department shall be subject to audit by the Department or its agents at any time following the filing of such claim. The Contractor and its Subcontractors and suppliers shall cooperate fully with the Department's auditors. Failure of the Contractor, its Subcontractors, or its suppliers to maintain and retain sufficient records to allow the Department or its agents to fully evaluate the claim shall constitute a waiver of any portion of such claim that cannot be verified by specific, adequate, contemporaneous records, and shall bar recovery on any claim or any portion of a claim for which such verification is not produced. Without limiting the foregoing requirements, and as a minimum, the Contractor shall make available to the Department and its agents the following documents in connection with any claim that the Contractor submits:
  - **38.6.1** Daily time sheets and foreman's daily reports.
  - **38.6.2** Union agreements, if any.
  - **38.6.3** Insurance, welfare, and benefits records.
  - 38.6.4 Payroll register.
  - 38.6.5 Earnings records.
  - 38.6.6 Payroll tax returns.
  - **38.6.7** Records of property tax payments.
  - **38.6.8** Material invoices, purchase orders, and all material and supply acquisition contracts.
  - **38.6.9** Materials cost distribution worksheets.
  - **38.6.10** Equipment records (list of company equipment, rates, etc.).
  - **38.6.11** Vendor rental agreements.
  - **38.6.12** Subcontractor invoices to the Contractor, and the Contractor's certificates of payments to Subcontractors.
  - 38.6.13 Subcontractor payment certificates.
  - 38.6.14 Canceled checks (payroll and vendors).
  - **38.6.15** Job cost reports.
  - 38.6.16 Job payroll ledger.
  - **38.6.17** General ledger, general journal (if used), and all subsidiary ledgers and journals, together with all supporting documentation pertinent to entries made in these ledgers and journals.
  - 38.6.18 Cash disbursements journals.

- **38.6.19** Financial statements for all years reflecting the operations on the Project.
- **38.6.20** Income tax returns for all years reflecting the operations on the Project.
- **38.6.21** Depreciation records on all company equipment, whether such records are maintained by the company involved, its accountant, or others.
- **38.6.22** If a source other than depreciation records is used to develop costs for the Contractor's internal purposes in establishing the actual cost of owning and operating equipment, all such other source documents.
- **38.6.23** All documents which reflect the Contractor's actual profit and overhead during the years that the Project was being performed, and for each of the five years prior to the commencement of the Project.
- **38.6.24** All documents related to the preparation of the Contractor's bid, including the final calculations on which the total proposed Contract bid price as stated in the Bid Proposal Form was based.
- **38.6.25** All documents which relate to the claim or to any sub-claim, together with all documents that support the amount of damages as to each claim or sub-claim.
- **38.6.26** Worksheets used to prepare the claim, which indicate the cost components of each item of the claim, including but not limited to the pertinent costs of labor, benefits and insurance, materials, equipment, and Subcontractors' damages, as well as all documents which establish the relevant time periods, individuals involved, and the Project hours and the rates for the individuals.
- **38.6.27** The name, function, and pertinent activity of each Contractor's or Subcontractor's official, or employee, in volved in or knowledgeable about events that give rise to, or facts that relate to, the claim.
- **38.6.28** The amount(s) of additional compensation sought and a break-down of the amount(s) into the categories specified as payable under Paragraph 38.4 above.
- **38.6.29** The name, function, and pertinent activity of each Department official, employee, or agent involved in or knowledgeable about events that give rise to, or facts that relate to, the claim.

## ARTICLE 39 DIESEL VEHICLE EMISSIONS CONTROL

- **39.1** The Contractor shall be responsible for compliance with the following provisions:
  - 39.1.1 All Contractor and Subcontractor diesel powered non-road construction equipment with engine horsepower (HP) ratings of 60 HP and above, that are on the Project or are assigned to the Contract for a period in excess of 30 consecutive Days, shall be retrofitted with emission control devices in order to reduce diesel emissions. In addition, all motor vehicles and/or construction equipment (both on-highway and non-road) shall comply with all pertinent State and Federal regulations relative to exhaust emission controls and safety.

- **39.1.2** Retrofit emission control devices shall consist of oxidation catalysts, or similar retrofit equipment control technology that is:
  - **39.1.2.1** Included on the U.S. Environmental Protection Agency (EPA) "Verified Technology List," as may be amended from time to time <a href="http://www.epa.gov/otaq/retrofit/retroverifiedlist.htm">http://www.epa.gov/otaq/retrofit/retroverifiedlist.htm</a> and
  - **39.1.2.** Verified by EPA to provide a minimum emissions reduction of 20% particulate matter ( $PM_{10}$ ), 40% carbon monoxide (CO), and 50% hydrocarbons (HC).
- **39.1.3** Construction shall not proceed until all diesel powered non-road construction equipment meeting the criteria in provision 39.1.1 have been retrofitted, unless the Commissioner grants a waiver under provision 39.2.
- **39.1.4** The Contractor shall at least monthly, assess which diesel powered non-road construction equipment are subject to these provisions. The Contractor shall notify the CT DCS Project Manager of any violations of these provisions.
- **39.1.5** Idling of delivery and/or dump trucks, or other diesel powered equipment shall be limited to three (3) minutes during non-active use in accordance with the Regulations of Connecticut State Agencies Section 22a-74-18(b)(3)(C), which states, in part:

"[N]o person shall cause or allow a Mobile Source to operate for more than three (3) consecutive minutes when such Mobile Source is not in motion, except as follows:

- When a Mobile Source is forced to remain motionless because of traffic conditions or mechanical difficulties over which the operator has no control,
- When it is necessary to operate defrosting, heating or cooling equipment to ensure the safety or health of the driver or passengers,
- When it is necessary to operate auxiliary equipment that is located in or on the Mobile Source to accomplish the intended use of the Mobile Source, (To bring the Mobile Source to the manufacturer's recommended)
- When a Mobile Source is in queue to be inspected by U.S. military personnel prior to gaining access to a U.S. military installation."
- **39.1.6** All Work shall be conducted to ensure that no harmful effects are caused to adjacent Sensitive Receptor Sites. Diesel powered engines shall be located away from fresh air intakes, air conditioners, and windows.
- **39.1.7** If any diesel powered non-road construction equipment is found to be in non-compliance with these provisions by the CT DCS Project Manager, the Contractor will be issued a Non-Conformance Notice and given a 24 hour period in which to bring the equipment into compliance or remove it from the Project. The Contractor's failure to comply with these provisions shall be reason to withhold payment as described in Article 33.
- **39.1.8** Any costs associated with these provisions shall be included in the general cost of the contract. In addition, there shall be no time granted to the Contractor for compliance with these provisions. The Contractor's compliance with these provisions and any associated regulations shall not be grounds for a Change Order.

Page 24 OF 25

**39.2** The Commissioner reserves the right to waive all or portions of these provisions at his/her discretion. The Contractor may request a waiver to all or portions of these provisions with written justification to the Commissioner as to why the Contractor cannot comply with these provisions. A waiver, to be effective, must be granted in writing by the Commissioner.

**END** 

Page 25 OF 25

### **Appendix 1**



# 7048

	epartment of truction Serv			General C Retainage Reduction	Contractor n Request (SAMPLE)
То:			CT DCS Chief Engineer I Avenue, Hartford, CT 06106		Page 25 of 25
From:		(Insert GC's Name ), (			
Subjec	ct:	Project No. ( ) Re	eduction of Retainage at (	)% project completion	
retaina	ige to an a	amount of <u>insert writte</u>	en percent Percent (insert nu	ents, (insert GC's name) hereby request umerical percent%). The following list contract and has been verified by the General	f items required
	DAS Co	ntractor Performance E	valuation Score is a minimum o	of Sixty (60%) Percent.	
	Contract	requirements and the		chedule and Schedule of Values, in com ner's and/or A/E's comments on the su	
	Timely and proper submission of all Contract Document required submissions: including but not limited to Shop Drawings, material certificates and material samples and the prompt resolution of the Owner's and/or Architect's or Engineer's comments on the submitted material resulting in an appropriate progress of the Work.				
	Proper a	Proper and adequate supervision and home office support of the Project.			
	The Work completed to date has been installed or finished in a manner acceptable to the Owner.				
	The progress of the Work is consistent with the approved CPM Schedule.				
	All appro	oved credit Change Ord	ers have been invoiced.		
	All Chan	ge Order requests for p	ricing are current.		
	The Gen	neral Contractor has and	d is maintaining a clean worksit	e in accordance with the Contract Docume	nts.
	All Subc	ontractor payments are	current at the time of reduction	request.	
	General	Contractor is compliant	with set-aside provisions of the	e contract.	
Genera	al Contrac	tor Certification:			
Projec	t Manager	Recommendation:	(Written Name)	(Signature)	(Date)
			(Written Name)	(Signature)	(Date)
Approv	Allen V.	Herring, P.E. Chief Engineer			
				(Signature)	(Date)

CT DCS - 7048 (Rev. 12.02.11)

7000 - Construction Phase Forms



Page 1 of 2

# Supplementary Conditions of the Contract for Construction For Design - Bid - Build Department of Administrative Services ● Construction Services State of Connecticut

#### 1.0 Supplementary Conditions:

- 1.1 These Supplementary Conditions modify the State of Connecticut, Department of Construction Services, Section 00 72 13 General Conditions of the Contract for Construction for Design Bid- Build (Rev. 03.26.12), and other provisions of the Contract Documents as indicated below. All provisions which are not so modified remain in full force and effect.
- 1.2 The terms used in these Supplementary Conditions which are defined in the Section 00 72 13 General Conditions of the Contract for Construction for Design Bid- Build (Rev. 03.26.12), have the meanings assigned to them in the General Conditions.
- 2.0 Section 00 72 13 General Conditions Of The Contract For Construction For Design Bid Build:
  - 2.1 ADD: Subsection 3.6 to ARTICLE 3, CORRELATION OF CONTRACT DOCUMENTS, as follows:
    - In accordance with Public Act No. 13-247 (Effective June 19, 2013), wherever the term "Commissioner of Construction Services" is used in the "Bidding Documents" or "Project Manual" the term "Commissioner of Administrative Services" shall be substituted in lieu thereof; and wherever the term "Department of Construction Services" is used in "Bidding Documents" or "Project Manual", the term "Department of Administrative Services" shall be substituted in lieu thereof.
  - 2.2 DELETE: Subsection 28.2 in its entirety from ARTICLE 28, PARTIAL PAYMENTS.

ADD: Subsection 28.2 to ARTICLE 28, PARTIAL PAYMENTS, as follows:

- 28.2 In making such Application For Payment for the Work, there shall not be more than <u>seven</u> and <u>one-half percent (7.5%)</u> deducted from the amount of each Application for Payment to be retained by the Owner as Retainage until Final Completion.
  - 28.2.1 At fifty percent (50%) completion of the Work the Retainage shall be reduced to five percent (5%). All subsequent Applications for Payment shall be subject to five percent (5%) Retainage. Upon Substantial Completion, and in the Commissioner's sole discretion and based upon the factors set forth in Section 28.3, the Retainage may be reduced upon the request of the Contractor and recommendation of the CT DAS Project Manager. In the event of a reduction in Retainage to below five percent (5%), the minimum Retainage withheld shall not be less than the CT DAS Project Manager's estimate of the remaining Work or two and one-half percent (2.5%), whichever is greater. All requests for Retainage Reduction shall be done on CT DAS Form 7048 General Contractor Retainage Reduction Request, which can be found at the end of the General Conditions.
  - **28.2.2** Subsequent to Substantial Completion, in limited circumstances, at the sole discretion of the Commissioner and based upon factors set forth in **subsection 28.3**, a reduction of Retainage below two **and one-half percent (2.5%)** may be considered.
  - **28.2.3** A "Good" Contractor's Performance Evaluation score shall be defined as a minimum total score of sixty percent (60%).
- 2.3 ADD Subsections Definitions to ARTICLE 1 DEFINITIONS, as follows:
  - 2.3.1 DELETE: 1.71 in its entirety from ARTICLE 1 DEFINITIONS.

ADD: Subsection 1.71 to ARTICLE 1 PARTIAL DEFINITIONS, as follows:

**1.71 WORK:** The construction and services required by the Contract Documents, and including all labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project and "Work Phase".

ADD: Subsection 1.72 to ARTICLE 1 DEFINITIONS, as follows:

**1.72 WORK PHASE:** Construction of the Project by sequence or time intervals, which may include but not be limited to separate Construction Start Dates, Substantial Completion Dates, Application for Payments, Change Orders, Liquidated Damages, Retainage, and Subcontractors for each Work Phase.



Page 2 of 2

2.4 DELETE: Appendix 1 from Section 00 72 13.1 in its entirety.ADD: New Appendix 1 to Section 00 72 13.1 as follows:

			7040
CONNECTI	SUT.		7048 General Contractor (GC)
	100		Retainage Reduction Request
SEE SEE SEE	a de la companya de l		(Sample)
O.Mikto			Page 2 of 1
То:	Department of Administrative Ser Office of Legal Affairs, Policy and	vices (DAS) Construction Service	s
	450 Columbus Blvd, Suite 1302 –		
	Hartford, CT 06103		
From:	GC's Name		General Contractor (GC)
Subject	: DAS Project Number:	DAS Project Number	
	Reduction of Retainage at:	Written Percent	Percent ( ##.# %)
Date:	Click or tap to enter a date.		
In accor	dance with the General Conditions, Article	e 28 Progress Payments.	
	s Name		
	equests a reduction of retainage to an am	nount of Written Percent	Percent ( ##.# %)
•		<u>-</u>	
	owing list of items required under the Gell Contractor (GC).	neral Conditions is in compliance wi	th the terms of the contract and has been verified by the
	DAS Construction Services Contractor P	orformance Evaluation Spare is a m	inimum of Sixty (609/) Boroomt
믬			, <del></del>
Timely submission of an appropriate and complete CPM Schedule and Schedule of Values, in compliance with the Contract requirements and the prompt resolution of the Owner's and/or A/E's comments on the submitted material resulting in an appropriate			
	basis for progress of the Work		
	certificates, material samples and the prompt resolution of the Owner's and/or A/E's comments on the submitted material resulting in an appropriate progress of the Work.		
Н	Proper and adequate supervision and ho	ome office support of the Project.	
計		**	otable to the Owner.
	The Work completed to date has been installed or finished in a manner acceptable to the Owner.  The progress of the Work is consistent with the approved CPM Schedule.		
	All approved credit Change Orders have been invoiced.		
	The GC has and is maintaining a clean w	vorksite in accordance with the Cont	ract Documents.
	All Subcontractor payments are current a	at the time of reduction request.	
	GC is compliant with set-aside provisions	s of the contract.	
Canaral	Contractor Contification.		
General	Contractor Certification:	(Written Name)	(Signature) (Date)
Project	Manager Recommendation:		
	a.iago: Nocommonaanom	(Written Name)	(Signature) (Date)
DAS Ch	ief Engineer or Authorized Representa	tive:	
		(Written Name)	(Signature) (Date)
		END	
CT DAS	- <b>7048</b> (Rev. 05.22.17)		7000 – Construction Phase Forms

**END OF SECTION** 

PAGE 1 OF 1

### **Set-Aside Contractor Schedule [SAMPLE ONLY]**

#### **VIA EMAIL**

Contractor Name Contractor Address City, State, Zip Code

#### **BID OPENING DATE**

Re: DAS Project Description

DAS Project Number

Date:

#### **Dear Contractor:**

Section 00 45 17 Named Subcontractor Bidders Qualification Statement(s) is / (are) required for this project, only for your Named Subcontractors listed in Table 2.7 of your Section 00 41 00 Bid Proposal Form.

No person whose subcontract exceeds five hundred thousand dollars in value may perform work as a subcontractor on a project, which project is estimated to cost more than five hundred thousand dollars and is paid for, in whole or in part, with state funds, *unless*, at the time of bid submission, the person is prequalified in accordance with the Connecticut General Statutes Section 4a-100, as amended. This includes the contractor's or substantial subcontractor's prequalification classifications, aggregate work capacity ratings and single project limits.

In accordance with **Subsection 2.9** "**Set-Aside Requirements**" of **Section 00 21 13 Instructions to Bidders**, you are required to *list* below the names of each *currently certified* **set-aside contractor** to be used for this project, along with the dollar *amount* to be paid each set-aside contractor.

The responsibility for listing a qualified and certified set-aside contractor rests solely with the bidder and not the State. Listing a set-aside contractor who does not qualify may be considered the same as not listing one at all and the bid may be considered non-responsive and subject to rejection.

Name	Address	* Amount	Indicate Whether: Subcontractor, Or Supplier, Or Both	** Class of Work
SAMPLE	SAMPLE	SAMPLE	SAMPLE	SAMPLE

<sup>\*</sup>Amount: The total dollar amount to be paid to the set aside contractors must not be less than the percentage(s) stated in the Bid Proposal Form.

#### **ATTACHMENTS:**

For Each of the Named Subcontractors:

Attach their Section 00 45 17 Named Subcontractor Bidders Qualification Statement(s)

For Each of the Named Set-Aside SBE/MBE Contractors:

Attach their DAS Set-Aside Certificate of Eligibility (SBE and/or MBE)

For Each of the Named Subcontractors With Subcontracts Greater Than \$500,000:

Attach their DAS Prequalification Certificate and Update (Bid) Statement for the Class of Work

Contractor Authorized Signature & Title	Date
This Form Must Be Received No Later Than	At:
State of Connecticut Department of Administrative Services, Construction Services Office of Legal Affairs, Policy, and Procurement 450 Columbus Boulevard, Suite 1302 Hartford, CT 06103	

<sup>\*\*</sup>Class of Work: Means the name of the trade work to be provided by the Subcontractor or Supplier.

PAGE 1 OF 7

# State Of Connecticut Department of Administrative Services Construction Services

March 26, 2015

To: All Department of Administrative Services, Construction Services Contractors

Subject: Set-Aside Contract Laws

#### Dear Sir/Madam:

The administration of Governor Dannel P. Malloy is committed to supporting the subject programs by encouraging all contractors on State projects to improve their efforts in these areas.

State law requires contractors doing business with the State to demonstrate non-discrimination by making "good faith efforts" in both hiring and in sub-contracting practices General Statute Section (C.G.S. §) 4a-60.

What does "good faith efforts" mean? It means that you, as contractors, must act affirmatively. It is not good enough to say you can't find minorities and women. You must seek them out. That is the law, and the Department of Administrative Services (DAS) / Construction Services (CS) is committed to enforcing the law. At the same time, we are ready to assist you in making "good faith efforts."

DAS is required by C.G.S. § 4a-60g (b) and (c) to set aside projects (amounting to **twenty-five percent** (25%) of its annual contract awards) for small business and **twenty-five percent** (25%) of that amount for minority business enterprises. DAS may require any general contractor to set aside a portion of the contract for subcontractors who are small businesses or minority business enterprises in lieu of setting aside a project or in addition to setting aside a project.

Therefore, unless otherwise specified in the **Bid Proposal Form**, DAS will require contractors to subcontract **twenty-five percent (25%)** of the total contract value to small businesses certified by DAS and further will require contractors to subcontract 25% of that 25% to minority and women small contractors certified as minority business enterprises by DAS. These statutory goals represent the minimum values expected to be achieved by this program.

Together, we can meet the challenge of providing equal opportunity for minority and women-owned businesses and workers in our State. We expect superior results in the areas of affirmative action, equal employment opportunity, and set-aside contracts. The DAS standard in these areas is not just minimal effort. Our goal is to uphold the letter and the spirit of the law.

For more information on Non-Discrimination and Affirmative Action Provisions for State Contracts please visit the Commission on Human Rights and Opportunities (CHRO) Website at <a href="https://www.ct.gov/chro.">www.ct.gov/chro.</a>

Sincerely yours,

Melody A. Currey Commissioner

PB:pb

AGE 2 OF 7

#### Non-Discrimination and Affirmative Action Provisions for State Contracts

Section 1 CHRO – Contract Compliance Regulations Notification to Bidders:

- **1.1** The contract to be awarded is subject to contract compliance requirements mandated by:
  - 1.1.1 The Connecticut General Statutes (C.G.S.) § 4a-60 and 4a-60a;
  - 1.1.2 C.G.S. § 46a-71(d) and 46a-81i (d) when the awarding agency is the State; and
  - 1.1.3 The Contract Compliance Regulations codified in the Regulations of Connecticut State Agencies (RSCA) §46a-68j-21 through 43, which establish a procedure for awarding all contracts covered by C.G.S. §4a-60 and 46a-71(d).
- 1.2 According to the **Contract Compliance Regulations §46a-68j-30(9)**, every agency awarding a contract subject to the contract compliance requirements has an obligation to "aggressively solicit the participation of legitimate minority business enterprises as bidders, contractors, subcontractors and suppliers of materials."
  - "Minority business enterprise" is defined in C.G.S §4a-60-as a small contractor or supplier of materials fifty-one (51%) percent or more of the capital stock or assets of which is owned by a person or persons:
  - **1.2.1** who are active in the daily affairs of the enterprise;
  - 1.2.2 who have the power to direct the management and policies of the enterprise; and
  - 1.2.3 who are members of a minority, as such term is defined in subsection (a) of C.G.S. §32-9n."
- 1.3 "Minority" groups are defined in C.G.S. §32-9n as:
  - **1.3.1** Black Americans, including all persons having origins in any of the Black African racial groups not of Hispanic origin;
  - **1.3.2** Hispanic Americans, including all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race;
  - 1.3.3 Persons who have origins in the Iberian Peninsula, including Portugal, regardless of race;
  - 1.3.4 Women;
  - **1.3.5** Asian Pacific Americans and Pacific Islanders; or
  - **1.3.6** American Indians and persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification.
  - 1.3.7 "Individuals with a disability" is also a minority business enterprise as provided by C.G.S. § 4a-60g (4).
- **1.4** The above "Minority business enterprise" definitions apply to the contract compliance requirements by virtue of **Contract Compliance** Regulations §46a-68j-21(11).

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

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

**Note:** The Commission on Human Rights and Opportunities **(CHRO)** "Employment Information Form" shall be submitted to the DAS/CS Office of Legal Affairs, Policy, and Procurement on behalf of the awarding agency, the Department of Administrative Services (DAS).

PAGE 3 OF 7

Section 2 Non-Discrimination and other Contract Compliance Requirements:

Pursuant to C.G.S. § 4a-60 and §4a-60a and the RSCA §46a-68j-21 to 46a-68j-43, a contractor agrees to the following:

- 2.1 Not to discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, sexual orientation, mental retardation, or physical disability including, but not limited to, blindness (unless it is shown that such disability prevents performance of the work involved) in the performance of a contract, in any manner prohibited by the federal and Connecticut anti-discrimination and contract compliance laws;
- 2.2 To undertake affirmative action which will insure that applicants with job-related qualifications are employed and that employees are treated, when employed, without regard to whether they belong to any of the groups identified in Paragraph # 1) above;
- 2.3 To include a statement that the contractor is an "affirmative action-equal opportunity employer", in all solicitations or advertisements for employees placed by or on behalf of the contractor;
- To provide each labor union or representative of workers with which such contractor has a collective bargaining agreement and each vendor with which such contractor has a contract, a notice advising them of the contractor's commitments under C.G.S. § 4a-60 and §4a-60a. The notice is available by contacting CHRO:
- 2.5 To post copies of the notice referred to in item 4) in conspicuous places available to employees and applicants;
- To provide **CHRO** with such information requested by said agency, permit access to pertinent books, records, and accounts, concerning the employment practices and procedures of the contractor as relate to the provisions of **C.G.S. §4a-60**, **§4a-60a** and **§46a-56** and, cooperate fully with **CHRO**; and,
- 2.7 To include the language of C.G.S. § 4a-60 (a) and §4a-60a (a) in every subcontract or purchase order executed to fulfill any obligation of the contract with DAS.

Section 3 Affirmative Action Requirements for Certain Public Works Contracts for Construction:

Pursuant to C.G.S. § 46a-68c and §46a-68d and, the RSCA § 46a-68j-21 to 46a-68j-29, the following must file an affirmative action plan with the Commission:

- 3.1 A successful bidder on a <sup>1</sup> "public works contract" with a value of \$500,000 or more. The plan must be filed within thirty (30) days after a bid has been accepted by an awarding agency but before a contract is awarded. A plan may be filed in advance of or, at the same time as a bid is submitted.
- 3.2 A contractor with fifty (50) or more employees who has been awarded a "public works contract" in excess of \$50,000 in any fiscal year. A plan must be filed within thirty (30) days of the date a contract is awarded.

**CHRO** must review a plan within **sixty (60) days** of receipt and must either approve or reject a plan. Should **CHRO** approve an affirmative action plan, **CHRO** will issue a certificate of compliance. This certificate of compliance shall be proof of a successful bidder's or a contractor's eligibility to bid or be awarded contracts for a period of **two (2)** years from the date of the certificate. This certificate does not excuse a successful bidder or contractor from being monitored by the **CHRO** for implementation of its affirmative action plan or, from its reporting requirements under C.G.S. 46a-68e and § 46a-68f. (Refer to Section 6) Also, **CHRO** may revoke the certificate if a successful bidder or contractor does not implement its affirmative action plan.

Should **CHRO** opt to disapprove an affirmative action plan, **CHRO** must notify the successful bidder or contractor in writing within **ten (10) days** of the disapproval. The notice will state the reason for disapproval and may provide necessary proposals to bring the plan into compliance. The successful bidder or contractor must then submit a new or amended plan, within **thirty (30) days** of the date the notice of disapproval is mailed by **CHRO**.

PAGE 4 OF 7

#### Section 3 (Continued):

In addition, **CHRO** may conditionally approve an affirmative action plan for a successful bidder on a public works contract valued at \$500,000 or more. **CHRO** must notify the successful bidder in writing within **ten (10) days** of the conditional disapproval and state the reason for conditional approval and, may provide necessary proposals to bring the plan into compliance. The successful bidder must then submit a new or amended plan or, provide written assurances that it will amend its plan to conform to affirmative action requirements, within **thirty (30) days** of the date the notice is mailed by **CHRO**.

**Note:** The awarding agency (DAS) will provide a successful bidder or contractor with a copy of **CHRO**'s Affirmative Action Plan format. All sections of this Affirmative Action Plan format must be completed by the successful bidder or contractor and forwarded to **CHRO**. Also, the awarding agency (DAS) shall withhold **2%** of the total contract price per month from any payment made to a contractor until such time as the contractor has developed an affirmative action plan, which has been approved by **CHRO**.

1 "public works contract" means any agreement between any individual, firm or corporation and the state or any political subdivision of the state other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the state, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.-C.G.S. § 46a-68b.

### Section 4 "Good Faith Efforts" to Include Minority Business Enterprises as Subcontractors":

In addition to, or in the absence of, any other subcontractor requirements included in this project, contractors are required to make <sup>2</sup> "**good faith efforts**" to include minority business enterprises in the work of this project as subcontractors (for services and/or material suppliers). For the purpose of identifying minority business enterprises, a minority business enterprise shall be a subcontractor which has a valid certification as such from DAS and/or a subcontractor for which an affidavit has been submitted by the contractor attesting that the subcontractor named as a minority business enterprise meets the minority business enterprise criteria set out in. **C.G.S. § 4a-60(b)**.

<sup>2</sup> "Good faith efforts" means "that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations" and includes, but is not limited to, the following factors: the contractor's employment and subcontracting policies and practices; affirmative advertising, recruitment, training, technical assistance activities and such other reasonable activities or efforts as CHRO may recommend to ensure the participation of minority business enterprises in state projects.

### Section 5 Set-Aside Program:

This contract may be subject to the provisions the **Set-Aside Program for Small Contractors** found at **C.G.S. § 4a-60g** and may be awarded only to a contractor certified as a small and/or minority business enterprise by DAS. The notification as to this special provision will be found in the **Bid Proposal Form** for this contract. The listing of eligible "Set-Aside" contractors is found on the <u>DAS Website for SBE or MBE Certification</u>. In the event that the **Set-Aside Program for Small Contractors** applies to this contract, the following special provisions will also apply:

#### 5.1 Amount of Work Required to Be Done by "Set-Aside" Contractors

A contractor awarded a contract on a project pursuant to the provisions of **C.G.S.** § **4a-60g**, as amended, shall be required to perform not less than **thirty (30)** per cent of the work with his/her own forces and shall ensure that not less than **fifty (50)** per cent of the work be performed by contractors or subcontractors who are certified as small contractors or minority business enterprises pursuant to **C.G.S.** § **4a-60g**.

The primary product/service performed by contractors working on a contract awarded under **C.G.S. § 4a-60g** must be the same as the primary product/service described for the contractors on their "Certificate of Eligibility" which is provided to them by DAS.

#### 5.2 Alternate Bonding Available to "Set Aside" Contractors

In lieu of a performance, bid, labor and materials or other required bond, a contractor or subcontractor awarded a contract under C.G.S. § 4a-60g may provide to the awarding authority (DAS) and the awarding authority shall accept a "Letter of Credit". Any such "Letter of Credit" shall be in an amount equal to ten per cent (10%) of the contract for any contract that is less than one hundred thousand (\$100,000) dollars, and in the amount of twenty-five per cent (25%) for any contract that is one hundred thousand (\$100,000) dollars or more.

#### 5.3 Procedures to Follow Regarding Substitution of Named Project "Set-Aside" Subcontractors.

The awarding authority (DAS) may also require the contractor to set aside a portion of the contract for subcontractors who are eligible for set aside contracts. The awarding authority shall not permit substitution of a subcontractor for one named in accordance with the provisions of **C.G.S. § 4b-95** or substitution of a subcontractor for any designated sub-trade work bid to be performed by the contractor's own forces, except for good cause.

Pursuant to **C.G.S. § 4b-95**, the term **"good cause"** includes but is not limited to a subcontractor's or, where appropriate, a general contractor's:

- **5.3.1** Death or physical disability, if the listed subcontractor is an individual;
- **5.3.2** Dissolution, if a corporation or partnership;
- **5.3.3** Bankruptcy;
- **5.3.4** Inability to furnish any performance and payment bond shown on the bid form;
- 5.3.5 Inability to obtain, or loss of, a license necessary for the performance of the particular category of work;
- **5.3.6** Failure or inability to comply with a requirement of law applicable to contractors and subcontractors, or to subcontracts for construction, alteration, or repair projects;
- 5.3.7 Failure to perform his/her agreement to execute a subcontract under C.G.S. § 4b-96.

Any general contractor who violates any provision of C.G.S. § 4b-95 shall be disqualified from bidding on other contracts that are subject to the provisions of Chapter 60 - Construction and Alterations of State Buildings of the C.G.S, for a period not to exceed twenty-four (24) months, commencing from the date on which the violation is discovered, for each violation.

PAGE 6 OF 7

Section 6	Contract Monitoring and Reporting:
	Contract Monitoring and Reporting.

- **CHRO** has the authority to monitor state contractors pursuant to **C.G.S.** § **46a-68e** and **46a-68f** and **RSCA-§46a-68j-23(3)**. In addition, under the **RSCA** §46a-68j-25(e) and 46a-68j-26 (g), **CHRO** has the authority to monitor the implementation of an affirmative action plan regarding:
  - **6.1.1** a successful bidder who has been awarded a public works contract valued at **\$500,000** or more and:
  - a contractor with **fifty (50)** or more employees who has been awarded a public works contract **in** excess of \$50,000 in any fiscal year.
- In order to monitor the implementation of these plans **CHRO** requires that the following contract monitoring reports be compiled and submitted:
  - **6.2.1 Monthly Employment Utilization Report** (**Form CHRO: 257**): A contractor, on behalf of itself and all subcontractors who perform work on the project during a given month, is required to report on the work hour participation of minority male and female workers in each trade category on the project. The report must be submitted to the contract awarding agency (**DAS**) and to the Commission by the 15<sup>th</sup> day following the end of each calendar month during the term of the onsite construction work of the project.

Website page: <a href="http://www.ct.gov/chro">http://www.ct.gov/chro</a>, then click on Forms, then click on Contract Compliance Forms and Reports.

**6.2.2** Quarterly Small Contractor and Minority Business Enterprise Payment Status Report (Form CHRO: 258). A contractor is required to report on the participation of small contractors or minority business enterprises identified to participate on the project. The report must be submitted to the contract awarding agency (DAS) and to the Commission by the 15<sup>th</sup> day following the end of each calendar quarter during the term of the on-site construction work of the project.

Website page: <a href="http://www.ct.gov/chro">http://www.ct.gov/chro</a>, then click on Forms, then click on Contract Compliance Forms and Reports.

- 6.2.3 In addition, the Commission expects that a contractor will designate an Equal Opportunity/Contract Compliance Officer for its public works project who will compile the above monthly and quarterly reports, as well as, undertake the following responsibilities for implementation of its project Affirmative Action Plan (AAP):
  - .1 Maintain a project Equal Employment Opportunity (EEO) file to include all records, correspondence and other documentation relate to the project AAP.
  - .2 Communicate to and inform all project subcontractors, regardless of tier, and labor referral organizations (if applicable) about project equal employment and AAP commitments and performance requirements.
  - **.3** Participate in project job meetings to inform project subcontractors about project equal employment and AAP performance requirements.
  - .4 Track the use of employment recruitment sources identified in the project AAP regarding all employment opportunities with all subcontractors on the project. Also, maintain documentation of all contacts with these recruitment sources and their responses.

The Commission will forward a copy of the monthly and quarterly report to each contractor on a public works project.

#### **NOTES:**

Bidders and state contractors may review the full text of the before referenced Connecticut General Statutes by accessing either the State Law Library's web site (<a href="http://www.cslib.org/psaindex.htm">http://www.cslib.org/psaindex.htm</a>) or the State Legislatures' web site (<a href="http://www.cga.ct.gov">http://www.cga.ct.gov</a>).

The full text of the RSCA 46a-68j-21 through 46a-68j-43 may be reviewed by accessing the Commission's web site:

(http://www.ct.gov/chro/cwp/view.asp?a=2525&Q=315900&chroPNavCtr=|#45679)

In the alternative, bidders or state contractors may request a copy of these state statutes and regulations by contacting the Commission at (860) 541-3400 (in Hartford) or 1 (800) 477-5737.

PAGE 7 OF 7

**Section 7** CHRO Contract Compliance Forms:

The following CHRO Contract Compliance Forms are available on the CHRO Website:

- 7.1 Monthly Employment Utilization Report (Form CHRO–257 and CHRO–257a):
  - http://www.ct.gov/chro/lib/chro/257s.pdf
- 7.2 Cumulative Utilization Report (Form CHRO–257b:
  - http://www.ct.gov/chro/lib/chro/257b.pdf
- 7.3 Monthly Small Contractor & MBE Payment Status Report (Form CHRO-258a) <u>and</u> Quarterly Small Contractor & MBE Payment Status Report (Form CHRO-258):
  - http://www.ct.gov/chro/lib/chro/258s.pdf

End of Section 00 73 38 CHRO / Contract Compliance Regulations

**PAGE 1 OF 35** 

Minimum Rates and Classifications for Building Construction

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

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

Project Number:	BI-CTC-500	Project Town:	Waterbury, CT	
Project: Renovation	ıs to Physical Plant			
Naugatuck Valley Community College				
Waterbury,	СТ			

The following pages contain:

Contractors Wage Certification Form	1 page
Notice to all Mason Contractors reference Section 31-53 of C.GS. (Prevailing Wages)	1 page
Prevailing Wage Rates - English	9 pages
Informational Bulletin - Occupational Classifications	6 pages
Informational Bulletin – The 10-Hour OSHA Construction Safety and Health Course	2 pages
Footnotes	2 pages
Special Notice re: Wage Rate Adjustments	1 pages
Weekly Payroll Certification Form (WWS-CP1)	1 page
Fringe Benefits Explanation (P)	1 page
Weekly Payroll Certification Form (WWS-CP2)	1 page

As of: June 27, 2018





# THIS IS A PUBLIC WORKS PROJECT

**Covered by the** 

# PREVAILING WAGE LAW

CT General Statutes Section 31-53

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

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

# CONNECTICUT DEPARTMENT OF LABOR WAGE AND WORKPLACE STANDARDS DIVISION

### **CONTRACTORS WAGE CERTIFICATION FORM**

**Construction Manager at Risk/General Contractor/Prime Contractor** 

I,	of
Officer, Owner, Authorized Rep.	Company Name
do hereby certify that the	
	Company Name
	Street
	City
and all of its subcontractors will pay all world	kers on the
Project Name and	nd Number
Street and Cit	y
the wages as listed in the schedule of prevail attached hereto).	ling rates required for such project (a copy of which is
	Signed
Subscribed and sworn to before me this	day of
Poturn to:	Notary Public
Return to:  Connecticut Department of I  Wage & Workplace Standar  200 Folly Brook Blvd.  Wethersfield, CT 06109	
Rate Schedule Issued (Date):	

## **Notice**

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

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

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

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

#### **Forklift Operator:**

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

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

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

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

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

- (b) Any person required to complete a course or program under subsection (a) of this section who has not completed the course or program shall be subject to removal from the worksite if the person does not provide documentation of having completed such course or program by the fifteenth day after the date the person is found to be in noncompliance. The Labor Commissioner or said commissioner's designee shall enforce this section.
- (c) Not later than January 1, 2009, the Labor Commissioner shall adopt regulations, in accordance with the provisions of chapter 54, to implement the provisions of subsections (a) and (b) of this section. Such regulations shall require that the ten-hour construction safety and health courses required under subsection (a) of this section be conducted in accordance with federal Occupational Safety and Health Administration Training Institute standards, or in accordance with Federal Mine Safety and Health Administration Standards or in accordance with 29 CFR 1910.268, as appropriate. The Labor Commissioner shall accept as sufficient proof of compliance with the provisions of subsection (a) or (b) of this section a student course completion card issued by the federal Occupational Safety and Health Administration Training Institute, or such other proof of compliance said commissioner deems appropriate, dated no earlier than five years before the commencement date of such public works project.
- (d) This section shall not apply to employees of public service companies, as defined in section 16-1, or drivers of commercial motor vehicles driving the vehicle on the public works project and delivering or picking up cargo from public works projects provided they perform no labor relating to the project other than the loading and unloading of their cargo.

History: P.A. 08-83 amended Subsec. (a) by making provisions applicable to public works project contracts entered into on or after July 1, 2009, replacing provision re total cost of work with reference to Sec. 31-53(g), requiring proof in certified payroll form that new mechanic, laborer or worker has completed a 10-hour or more construction safety course and adding provision re new miner training program, amended Subsec. (b) by substituting "person" for "employee" and adding "or program", amended Subsec. (c) by adding "or in accordance with Federal Mine

Safety and Health Administration Standards" and setting new deadline of January 1, 2009, deleted former Subsec. (d) re "public building", added new Subsec. (d) re exemptions for public service company employees and delivery drivers who perform no labor other than delivery and made conforming and technical changes, effective January 1, 2009.

# **Minimum Rates and Classifications for Building Construction**

**ID#:** B 24988

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

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

Project Number: BI-CTC-500 Project Town: Waterbury

State#: FAP#:

CLASSIFICATION	<b>Hourly Rate</b>	Benefits
1a) Asbestos Worker/Insulator (Includes application of insulating materials, protective coverings, coatings, & finishes to all types of mechanical systems; application of firestopping material for wall openings & penetrations in walls, floors, ceilings	38.25	27.96
1b) Asbestos/Toxic Waste Removal Laborers: Asbestos removal and encapsulation (except its removal from mechanical systems which are not to be scrapped), toxic waste removers, blasters.**See Laborers Group 7**		
1c) Asbestos Worker/Heat and Frost Insulator	39.00	28.76

3		
2) Boilermaker	38.34	26.01
3a) Bricklayer, Cement Mason, Concrete Finisher (including caulking), Stone Masons	33.48	32.06 + a
3b) Tile Setter	34.90	25.87
3c) Terrazzo Mechanics and Marble Setters	31.69	22.35
3d) Tile, Marble & Terrazzo Finishers	26.70	21.75
3e) Plasterer	33.48	32.06

Project: Renovations To Physical Plant At Naugatuck Valley Community College				
LABORERS				
4) Group 1: Laborers (common or general), acetylene burners, carpenter tenders, concrete specialists, wrecking laborers, fire watchers.	30.05	20.10		
4a) Group 2: Mortar mixers, plaster tender, power buggy operators, powdermen, fireproofer/mixer/nozzleman (Person running mixer and spraying fireproof only).	30.30	20.10		
4b) Group 3: Jackhammer operators/pavement breaker, mason tender (brick), mason tender (cement/concrete), forklift operators and forklift operators (masonry).	30.55	20.10		
4c) **Group 4: Pipelayers (Installation of water, storm drainage or sewage lines outside of the building line with P6, P7 license) (the pipelayer rate shall apply only to one or two employees of the total crew who primary task is to actually perform the mating of pipe sections) P6 and P7 rate is \$26.80.	30.55	20.10		
4d) Group 5: Air track operator, sand blaster and hydraulic drills.	30.55	20.10		

Project: Renovations To Physical Plant At Naugatuck Valley Community College			
4e) Group 6: Blasters, nuclear and toxic waste removal.	31.80	20.10	
4f) Group 7: Asbestos/lead removal and encapsulation (except it's removal from mechanical systems which are not to be scrapped).	31.05	20.10	
4g) Group 8: Bottom men on open air caisson, cylindrical work and boring crew.	28.38	20.10	
4h) Group 9: Top men on open air caisson, cylindrical work and boring crew.	27.86	20.10	
4i) Group 10: Traffic Control Signalman	16.00	20.10	
5) Carpenter, Acoustical Ceiling Installation, Soft Floor/Carpet Laying, Metal Stud Installation, Form Work and Scaffold Building, Drywall Hanging, Modular-Furniture Systems Installers, Lathers, Piledrivers, Resilient Floor Layers.	32.60	25.34	

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5a) Millwrights	33.14	25.74
6) Electrical Worker (including low voltage wiring) (Trade License required: E1,2 L-5,6 C-5,6 T-1,2 L-1,2 V-1,2,7,8,9)	38.82	26.25+3% of gross wage
7a) Elevator Mechanic (Trade License required: R-1,2,5,6)	51.71	32.645+a+b
LINE CONSTRUCTION		
Groundman	26.50	6.5% + 9.00
Linemen/Cable Splicer	48.19	6.5% + 22.00

Project: Renovations To Physical Plant At Naugatuck Valley Community College			
8) Glazier (Trade License required: FG-1,2)	36.28	20.45 + a	
9) Ironworker, Ornamental, Reinforcing, Structural, and Precast Concrete Erection	35.47	33.39 + a	
OPERATORS			
Group 1: Crane handling or erecting structural steel or stone, hoisting engineer 2 drums or over, front end loader (7 cubic yards or over), work boat 26 ft. and over and Tunnel Boring Machines. (Trade License Required)	39.55	24.05 + a	
Group 2: Cranes (100 ton rate capacity and over); Excavator over 2 cubic yards; Piledriver (\$3.00 premium when operator controls hammer); Bauer Drill/Caisson. (Trade License Required)	39.23	24.05 + a	
Group 3: Excavator; Backhoe/Excavator under 2 cubic yards; Cranes (under 100 ton rated capacity), Grader/Blade; Master Mechanic; Hoisting Engineer (all types of equipment where a drum and cable are used to hoist or drag material regardless of motive power of operation), Rubber Tire Excavator (Drott-1085 or similar); Grader Operator; Bulldozer Fine Grade. (slopes, shaping, laser or GPS, etc.). (Trade License Required)	38.49	24.05 + a	

Project: Renovations To Physical Plant At Naugatuck Valley Community College			
Group 4: Trenching Machines; Lighter Derrick; Concrete Finishing Machine; CMI Machine or Similar; Koehring Loader (Skooper).	38.10	24.05 + a	
Group 5: Specialty Railroad Equipment; Asphalt Paver; Asphalt Reclaiming Machine; Line Grinder; Concrete Pumps; Drills with Self Contained Power Units; Boring Machine; Post Hole Digger; Auger; Pounder; Well Digger; Milling Machine (over 24" Mandrell)	37.51	24.05 + a	
Group 5 continued: Side Boom; Combination Hoe and Loader; Directional Driller; Pile Testing Machine.	37.51	24.05 + a	
Group 6: Front End Loader (3 up to 7 cubic yards); Bulldozer (rough grade dozer).	37.20	24.05 + a	
Group 7: Asphalt roller, concrete saws and cutters (ride on types), vermeer concrete cutter, Stump Grinder; Scraper; Snooper; Skidder; Milling Machine (24" and under Mandrell).	36.86	24.05 + a	
Group 8: Mechanic, grease truck operator, hydroblaster; barrier mover; power stone spreader; welding; work boat under 26 ft.; transfer machine.	36.46	24.05 + a	

36.03	24.05 + a
33.99	24.05 + a
33.99	24.05 + a
33.93	24.05 + a
33.35	24.05 + a
32.21	24.05 + a
	33.99 33.93 33.35

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Group 15: Generator Operator; Compressor Operator; Pump Operator; Welding Machine Operator; Heater Operator.	31.80	24.05 + a
Group 16: Maintenance Engineer/Oiler.	31.15	24.05 + a
Group 17: Portable asphalt plant operator; portable crusher plant operator;	35.46	24.05 + a
portable concrete plant operator.	33.10	21.05 + 4
Group 18: Power safety boat; vacuum truck; zim mixer; sweeper;	33.04	24.05 + a
(Minimum for any job requiring a CDL license).		
PAINTERS (Including Drywall Finishing)		
10a) Brush and Roller	32.72	20.45

Project: Renovations To Physical Plant At Naugatuck Valley Community College			
10b) Taping Only/Drywall Finishing	33.47	20.45	
10c) Paperhanger and Red Label	33.22	20.45	
10e) Blast and Spray	35.72	20.45	
11) Plumber (excluding HVAC pipe installation) (Trade License required: P-1,2,6,7,8,9 J-1,2,3,4 SP-1,2)	41.62	30.36	
12) Well Digger, Pile Testing Machine	37.26	24.05 + a	
Roofer: Cole Tar Pitch	41.50	17.00 + a	

Roofer: Slate, Tile, Composition, Shingles, Singly Ply and Damp/Waterproofing	40.00	17.00 + a
15) Sheetmetal Worker (Trade License required for HVAC and Ductwork: SM-1,SM-2,SM-3,SM-4,SM-5,SM-6)	37.18	35.29
16) Pipefitter (Including HVAC work) (Trade License required: S-1,2,3,4,5,6,7,8 B-1,2,3,4 D-1,2,3,4, G-1, G-2, G-8 & G-9)	41.62	30.36
TRUCK DRIVERS		
17a) 2 Axle	29.13	22.32 + a
17b) 3 Axle, 2 Axle Ready Mix	29.23	22.32 + a

Project: Renovations To Physical Plant At Naugatuck Valley Community College						
17c) 3 Axle Ready Mix	29.28	22.32 + a				
17d) 4 Axle, Heavy Duty Trailer up to 40 tons	29.33	22.32 + a				
17e) 4 Axle Ready Mix	29.38	22.32 + a				
17f) Heavy Duty Trailer (40 Tons and Over)	29.58	22.32 + a				
17g) Specialized Earth Moving Equipment (Other Than Conventional Type on-the-Road Trucks and Semi-Trailers, Including Euclids)	29.38	22.32 + a				
18) Sprinkler Fitter (Trade License required: F-1,2,3,4)	43.92	15.84 + a				

Project: Renovations To Physical Plant At Naugatuck Valley Community College						
19) Theatrical Stage Journeyman	25.76	7.34				

Welders: Rate for craft to which welding is incidental.

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

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

ALL Cranes: When crane operator is operating equipment that requires a fully licensed crane operator to operate he receives an extra \$4.00 premium in addition to the hourly wage rate and benefit contributions:

- 1) Crane handling or erecting structural steel or stone; hoisting engineer (2 drums or over)
- 2) Cranes (100 ton rate capacity and over) Bauer Drill/Caisson
- 3) Cranes (under 100 ton rated capacity)

Crane with 150 ft. boom (including jib) - \$1.50 extra

Crane with 200 ft. boom (including jib) - \$2.50 extra

Crane with 250 ft. boom (including jib) - \$5.00 extra

Crane with 300 ft. boom (including jib) - \$7.00 extra

Crane with 400 ft. boom (including jib) - \$10.00 extra

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

# Information Bulletin Occupational Classifications

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

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

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

#### • ASBESTOS WORKERS

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

#### ASBESTOS INSULATOR

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

#### • BOILERMAKERS

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

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

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

### • <u>CARPENTERS, MILLWRIGHTS. PILEDRIVERMEN. LATHERS. RESILEINT FLOOR</u> LAYERS, DOCK BUILDERS, DIKERS, DIVER TENDERS

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

#### LABORER, CLEANING

• The clean up of any construction debris and the general (heavy/light) cleaning, including sweeping, wash down, mopping, wiping of the construction facility and its furniture, washing, polishing, and dusting.

#### • DELIVERY PERSONNEL

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

#### • **ELECTRICIANS**

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

#### • ELEVATOR CONSTRUCTORS

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

#### • FORK LIFT OPERATOR

Laborers Group 4) Mason Tenders - operates forklift solely to assist a mason to a maximum height of nine (9) feet only.

Power Equipment Operator Group 9 - operates forklift to assist any trade, and to assist a mason to a height over nine (9) feet.

#### GLAZIERS

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

#### • <u>IRONWORKERS</u>

Erection, installation and placement of structural steel, precast concrete, miscellaneous iron, ornamental iron, metal curtain wall, rigging and reinforcing steel. Handling, sorting, and installation of reinforcing steel (rebar). Metal bridge rail (traffic), metal bridge handrail, and decorative security fence installation. Installation of aluminum window walls and curtain walls is the "joint" work of glaziers and ironworkers which require equal composite workforce.

#### INSULATOR

• Installing fire stopping systems/materials for "Penetration Firestop Systems": transit to cables, electrical conduits, insulated pipes, sprinkler pipe penetrations, ductwork behind radiation, electrical cable trays, fire rated pipe penetrations, natural polypropylene, HVAC ducts, plumbing bare metal, telephone and communication wires, and boiler room ceilings.

#### LABORERS

Acetylene burners, asphalt rakers, chain saw operators, concrete and power buggy operator, concrete saw operator, fence and guard rail erector (except metal bridge rail (traffic), decorative security fence (non-metal).

installation.), hand operated concrete vibrator operator, mason tenders, pipelayers (installation of storm drainage or sewage lines on the street only), pneumatic drill operator, pneumatic gas and electric drill operator, powermen and wagon drill operator, air track operator, block paver, curb setters, blasters, concrete spreaders.

#### PAINTERS

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

#### • LEAD PAINT REMOVAL

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

#### • PLUMBERS AND PIPEFITTERS

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

#### • POWER EQUIPMENT OPERATORS

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

#### ROOFERS

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

#### • SHEETMETAL WORKERS

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

#### • SPRINKLER FITTERS

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

#### • TILE MARBLE AND TERRAZZO FINISHERS

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

#### • TRUCK DRIVERS

~How to pay truck drivers delivering asphalt is under <u>REVISION</u>~

Truck Drivers are requires to be paid prevailing wage for time spent "working" directly on the site. These drivers remain covered by the prevailing wage for any time spent transporting between the actual construction location and facilities (such as fabrication, plants, mobile factories, batch plant, borrow pits, job headquarters, tool yards, etc.) dedicated exclusively, or nearly so, to performance of the contract or project, which are so located in proximity to the actual construction location that it is reasonable to include them. \*License required, drivers only, per Connecticut General Statutes.

#### For example:

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

Any questions regarding the proper classification should be directed to:
Public Contract Compliance Unit
Wage and Workplace Standards Division
Connecticut Department of Labor
200 Folly Brook Blvd, Wethersfield, CT 06109
(860) 263-6543.

# **Informational Bulletin**

# THE 10-HOUR OSHA CONSTRUCTION SAFETY AND HEALTH COURSE

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

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

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

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

### Connecticut Department of Labor Wage and Workplace Standards Division FOOTNOTES

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

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

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

# Bricklayers, Cement Masons, Cement Finishers, Concrete Finishers, Stone Masons (Building Construction) and

(Residential- Hartford, Middlesex, New Haven, New London and Tolland Counties)

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

#### **Elevator Constructors: Mechanics**

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

#### **Glaziers**

a. Paid Holidays: Labor Day and Christmas Day.

#### **Power Equipment Operators**

(Heavy and Highway Construction & Building Construction)

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

#### **Ironworkers**

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

#### **Laborers (Tunnel Construction)**

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

#### **Roofers**

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

#### **Sprinkler Fitters**

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

#### **Truck Drivers**

(Heavy and Highway Construction & Building Construction)

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

#### - SPECIAL NOTICE -

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

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

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

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

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

[New] In accordance with Section 31-53b(a) of the C.G.S. each contractor shall provide a copy of the OSHA 10 Hour Construction Safety and Health Card for each employee, to be attached to the first certified payroll on the project.

In accordance with Conr Certified Payrolls with a shall be submitted montl	statem	ent of con	npliance			PAYRO	OLL CE	CRTIFIC	CATIO		WEEKLY PAYROLL Wage and Weekly PAYROLL 200 Folly				Workpla	t Department of Labor orkplace Standards Division y Brook Blvd. ield, CT 06109				
CONTRACTOR NAME A	AND A	DDRESS:										SUBCONTRAC	ΓOR NAME &	ADDRESS		WORKER'S POLICY #			SURANCE CARRIER	2
PAYROLL NUMBER	Week-l Da	_	PROJECT NAME & A	ADDRESS												EFFECTIVE EXPIRATION				
PERSON/WORKER,	APPR	MALE/	WORK			DA	Y AND DA	ATE			Total ST	BASE HOURLY	TYPE OF	GROSS PAY	TO	OTAL DEDUC	CTIONS		GROSS PAY FOR	
		FEMALE AND RACE*	CLASSIFICATION  Trade License Type & Number - OSHA 10 Certification Number	S	M	T HOURS W	W	ТН	F	S	Hours  Total  O/T Hours	RATE TOTAL FRINGE BENEFIT PLAN CASH	FRINGE BENEFITS Per Hour 1 through 6 (see back)	FOR ALL WORK PERFORMED	FICA	FEDERAL WITH- HOLDING	STATE WITH-	LIST OTHER	THIS PREVAILING RATE JOB	CHECK # AND NET PAY
												\$ Base Rate  \$ Cash Fringe  \$ Base Rate  \$ Cash Fringe  \$ Base Rate	1. \$ 2. \$ 3. \$ 4. \$ 5. \$ 6. \$ 1. \$ 2. \$ 3. \$ 4. \$ 5. \$ 6. \$ 1. \$ 2. \$ 3. \$ 4. \$ 5. \$ 6. \$ 1. \$ 2. \$ 3. \$ 4. \$ 5. \$ 6. \$ 1. \$ 2. \$ 3. \$ 4. \$ 5. \$ 6. \$ 7. \$ 7. \$ 7. \$ 7. \$ 7. \$ 7. \$ 7. \$ 7							
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12/9/2013 WWS-CP1		*IF REQU	JIRED									*SEE REVERSE	SIDE					P	AGE NUMBER	OF

## \*FRINGE BENEFITS EXPLANATION (P):

Bona fide benefits paid to approved plans, funds or programs, except those required by Federal or State Law (unemployment tax, worker's compensation, income taxes, etc.).

Please specify the type of benefits provided:	
1) Medical or hospital care	
2) Pension or retirement	5) Vacation, holiday
3) Life Insurance	6) Other (please specify)
CERTIFIED STA	ATEMENT OF COMPLIANCE
For the week ending date of	
I,of	, (hereafter known as
Employer) in my capacity as	(title) do hereby certify and state:
Section A:	
1 1 1	re been paid the full weekly wages earned by them during neral Statutes, section 31-53, as amended. Further, I
a) The records submitted are true and	d accurate;
contributions paid or payable on behadefined in Connecticut General Status of wages and the amount of payment person to any employee welfare fund	echanic, laborer or workman and the amount of payment or alf of each such person to any employee welfare fund, as tes, section 31-53 (h), are not less than the prevailing rate or contributions paid or payable on behalf of each such , as determined by the Labor Commissioner pursuant to ites, section 31-53 (d), and said wages and benefits are not quired by contract;
, , ,	all of the provisions in Connecticut General Statutes, pplicable for state highway construction);
, .	worker's compensation insurance policy for the duration of rage has been provided to the contracting agency;
gift, gratuity, thing of value, or compound indirectly, to any prime contractor, premployee for the purpose of improper	ekbacks, which means any money, fee, commission, credit, ensation of any kind which is provided directly or rime contractor employee, subcontractor, or subcontractor rely obtaining or rewarding favorable treatment in n connection with a prime contractor in connection with a tractor; and
	a certified payroll which he knows to be false is a class D te fined up to five thousand dollars, imprisoned for up to
- ·	ppy of the construction safety course, program or fied payroll required to be submitted to the contracting sons name first appears.
(Signature)	(Title) Submitted on (Date)

Weekly Payroll Certification For Public Works Projects (Continued)

# PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECTS

Week-Ending Date:

Contractor or Subcontractor Business Name:

# WEEKLY PAYROLL

	APPR	MALE/	WORK			DAY	AND D	OATE			Total ST	BASE HOURLY	TYPE OF	GROSS PAY		EDUCTIONS	S	GROSS PAY FOR	
ADDRESS and SECTION	RATE	FEMALE	CLASSIFICATION	S	M	T	W	TH	F	S	Hours	RATE	FRINGE	FOR ALL WORK	FEDERAL	STATE		THIS PREVAILING	CHECK # AND
	%	AND											BENEFITS	PERFORMED				RATE JOB	NET PAY
		RACE*	Trade License Type									TOTAL FRINGE	Per Hour	THIS WEEK					
			& Number - OSHA		110	IID G III O	DIED I	11.011.0	**			BENEFIT PLAN	1 through 6				OTHER		
			10 Certification Number		НО	URS WO	RKEDE	EACH DA	ΛΥ		O/T Hour		(see back)		HOLDING	HOLDING			
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		<u> </u>										Cash Fringe	6. \$						

\*IF REQUIRED

12/9/2013 WWS-CP2

NOTICE: THIS PAGE MUST BE ACCOMPANIED BY A COVER PAGE (FORM # WWS-CP1)

PAGE NUMBER \_\_\_\_OF

PAGE 1 OF 7

# Additional Forms to Be Submitted After Bond Commission Funding Approval

**DAS** ■ Construction Services ■ Office of Legal Affairs, Policy, and Procurement

Table of Contents	No. of Pages
Performance Bond	2
Labor And Material Bond	2
Surety Sheet	1
Bidder's Certification: Financial Position and Corporate Structure	1

PAGE 2 OF 7

		ŀ	PERF (now All N	ORMANO Men by Th	_			
THAT				_				of the
Town of				, County				and
State of				, as Princip	al (hereinat	fter called the Prin	cipal),	
and				,				
,					onnecticut) a	(Insert place of Buas Surety(ies) (her Obligee) in the full	einafter called	the Surety)
(\$ Connecticut	to the which r	saymant wall	<b>_</b>	·		ted States, to be		
	•	-	•			urety (ies) binds it		
assigns joint	tly and several	y firmly by the	ese presents.	J ,		• , ,		
Signed, s	sealed and deli	vered this			day of		20	<u>]</u> .
	Т	HE CONE	DITION OF	THIS OBL	IGATION	IS SUCH TH	IAT	
WHERE	AS said Princ	ipal will enter	into a certain v	written contrac	t with said (	Obligee, to be date	ed-the	
	day of		20	, which writ	ten , as am	ended, contract sh	nall provide for t	ne following:
Project <sup>-</sup>	Title:							
Project I	Location:							
Contrac	t Number:	-						-
Project I	Number:			]				

which contract, including any hereafter made extension, modification or alteration thereof, together with all plans and specifications now made or which may hereafter be made in extension, modification or alteration thereof, is hereby referred to, incorporated in, and made a part of this bond as though herein fully set forth.

**NOW, THEREFORE**, if the said Principal shall well and truly keep, perform and execute all the undertaking, covenants, terms, conditions, and agreements of said contract, as it may be extended, modified or altered, and during the *period* of any guaranty required under the contract, according to its provisions on his or its part to be kept and performed or shall indemnify and reimburse the Obligee for any loss that it may suffer through the failure of the Principal to faithfully observe and perform each and every obligation and duty imposed upon the Principal by the said contract, as it may be extended, modified or altered, at the time and in the manner therein specified, then this obligation shall be null and void, otherwise it shall remain and be in full force and effect.

Any alterations which may be made in the terms of the contract, or in the work done or to be done under it, or the giving by the Obligee of any extension of time for the performance of the contract or any other forbearance on the part of either the Obligee or the Principal, one to the other, shall not in any way release the Principal, and/or the Surety(ies) or either of them, their representatives, heirs, executors, administrators, successors or assigns from liability hereunder, and notice to the Surety(ies) of any such alteration, modification, extension or forbearance is hereby specifically and absolutely waived.

In the event that the Surety(ies) assumes the contract or obtains a bid or bids for completion of the contract, the Surety(ies) shall ensure that the contractor chosen to complete the contract is prequalified pursuant to section 4a-100 of the Connecticut General Statutes, in the requisite classification and has the aggregate work capacity rating and single project limit necessary to complete the contract.

PAGE 3 OF 7

IN TESTIMONY WHEREOF, the said Principal has caused this instrument to be signed by its/their attorney in written.	hereunto set his / its hand and seal, and the said Surety(ies) has/have fact and its corporate seal to be hereunto affixed, the day and year first
Witness as to Principle  (Print Name)  (Print Name)	SEAL  Duly Authorized
Witness as to Surety  (Print Name)	by
(Print Name)	no anomey in fact

**Note:** If more than one surety, add additional lines for additional surety name and address, person signing and title, and two witnesses. Obtain Power of Attorney for each surety.

# End Performance Bond

PAGE 4 OF 7

_	R AND MATERIAL BOND II Men by These Presents
THAT	of the
Town of	, County and
State of	, as Principal (hereinafter called the Principal),
and	
	(Insert place of Business)
	in the State Of Connecticut) as Surety(ies) (hereinafter called the Surety)
are held and firmly bound unto the State of Connec	ecticut (hereinafter called the Obligee) in the full penal sum of
(\$ Dollars	rs, lawful money of the United States, to be paid to said State of
Connecticut, to the which payment well and truly to	be made and done, the said Principal binds himself, his heirs, executors,
administrators and assigns (or itself, its successors	s and assigns), and the said Surety (ies) binds itself, its successors and
assigns jointly and severally firmly by these presents	ts.
Circular and delivered this	day of 20
Signed, sealed and delivered this	day of 20
THE CONDITION O	OF THIS OBLIGATION IS SUCH THAT
WHEREAS said Principal will enter into a certain	ain written contract with said Obligee, to be dated the
day of 20	, which written, as amended, contract shall provide for the following:
Project Title:	
Project Location:	
Contract Number:	
Project Number:	

which contract, including any hereafter made extension, modification or alteration thereof, together with all plans and specifications now made or which may hereafter be made in extension, modification or alteration thereof, is hereby referred to, incorporated in, and made a part of this bond as though herein fully set forth.

**NOW, THEREFORE**, if the said Principal shall promptly pay for all materials furnished and labor supplied or performed in the prosecution of the work included in and under the aforesaid contract, as it may be extended, modified or altered, and/or required by the General Statutes of Connecticut, as amended, whether or not the material or labor enters into and becomes a component part of the real asset, then this obligation shall be null and void, otherwise it shall remain and be in full force and effect. This bond is provided pursuant to Section 49-41 et seq. of the General Statutes of Connecticut and shall be governed thereby.

Any party, whether a subcontractor or otherwise, who furnishes materials or supplies or performs labor or services in the prosecution of the work under said contract, as it may be extended, modified or altered, and who is not paid therefor, may bring a suit on this bond in the name of the person suing and prosecute the same to final execution and judgment for such sum or sums as may be justly due.

Any alterations which may be made in the terms of the contract, or in the work done or to be done under it, or the giving by the Obligee of any extension of time for the performance of the contract or any other forbearance on the part of either the Obligee or the Principal, one to the other, shall not in any way release the Principal, and/or the Surety(ies) or either of them, their representatives, heirs, executors, administrators, successors or assigns from liability hereunder, and notice to the Surety(ies) of any such alteration, modification, extension or forbearance is hereby specifically and absolutely waived.

PAGE 5 OF 7

shall ensure that the contractor chosen to complete the	et or obtains a bid or bids for completion of the contract, the Surety(ies) contract is prequalified pursuant to section 4a-100 of the Connecticut ne aggregate work capacity rating and single project limit necessary to
	s hereunto set his / its hand and seal, and the said Surety(ies) has/have fact and its corporate seal to be hereunto affixed, the day and year first
Witness as to Principle	SEAL
(Print Name)	, Its Duly Authorized
(Print Name)	
Witness as to Surety	SEAL
	by
(Print Name)	Its attorney in fact
(Print Name)	

**Note:** If more than one surety, add additional lines for additional surety name and address, person signing and title, and two witnesses. Obtain Power of Attorney for each surety.

End Labor and Material Bond

PAGE 6 OF 7

# Surety Sheet State Of Connecticut

State Of Connecticut
Department of Administrative Services, Construction Services
Office of Legal Affairs, Policy, and Procurement
450 Columbus Boulevard, Suite 1302
Hartford, CT 06103

1.	Surety Company	
	Name of Surety Co.:	
	Address of Home Office:	
	Telephone Number:	
2.	Agent	
	Name of Surety Co.:	
	Address of Agency:	
	Telephone Number:	
	Attorney-In-Fact:	
	Telephone Number:	
	DAS Project Number:	
	Contractor's Name:	

End Surety Sheet

PAGE 7 OF 7

Bidder's Certification: Financial Position and Corporate Structure					
(Your Name)	(Name Of Company)				
The bidder for this contract (hereinafter "bidder"), certifies under penalty of false statement that the information in the bid is true, that there has been no substantial change in the bidder's financial position or corporate structure since its most recent prequalification certificate was issued or renewed pursuant to CGS § 4b-91, as amended, other than those changes noted in the update statement, and that the bid was made without fraud or collusion with any person.					
(Signature)					
(Print Name)					
(Date)					
(DAS Project Number)					

End Bidder's Certification: Financial Position and Corporate Structure

End of Section 00 92 10 Additional Forms To Be Submitted After Bond Commission Funding Approval

PAGE 1 OF 2

# Procedures Regarding Taxation For Nonresident General / Prime Contractor and Subcontractors

# DAS ■ Construction Services ■ Office of Legal Affairs, Policy, and Procurement

According to Connecticut General Statutes § 12-430(7), there are two types of Nonresident Contractors and Subcontractors (*Verified* or *Unverified*) who are required to furnish security for Connecticut taxes arising from jobs performed in Connecticut.

Detailed information can be found by visiting the Connecticut Department of Revenue Services (DRS) website at <a href="https://www.ct.gov/drs">www.ct.gov/drs</a>:

- Under the "For Businesses" title, click on "Withholding Tax"";
- Click on "Registering";
- · Click on "5. What tax types do I need to register for with DRS";
- · Read the information for "Out-of-State" contractors.
- · Click on "SN 2012(2)" for the "Procedure Governing Nonresident Contractors".

Forms can be downloaded from the DRS website (www.ct.gov/drs) as follows:

- · Click on "Forms" at the top of the page;
- Under "Current Year Forms":
  - Click on "Miscellaneous Tax Forms";
  - o Click on "Bond Forms"
- Download the appropriate form.

For questions regarding the nonresident contractor bond law, call DRS at 860-541-7538.

# 1.0 Verified Nonresident Contractors and Subcontractors

Verified Nonresident Contractors are treated just like Resident Contractors. A Verified Nonresident General or Prime Contractor is not required to file a surety bond with DRS. A Verified Nonresident Subcontractor is not required for the General or Prime Contractor to hold back a portion of the amount owed the Subcontractor under the contract.

1.1	Verific	cation Procedure for General/Prime Contractors and Subcontractors:
	1.1.1	Register with DRS via REG-1 for all appropriate taxes.
	1.1.2	Submit Form AU-960 "Nonresident Contractor Request for Verified Contractor Status" to DRS. If you have a 3 year filing history with DRS and no delinquencies, then just complete Part I & Part I, otherwise go to Part III.
	1.1.3	Submit Form AU-961 "Verification Bond" to DRS.
	1.1.4	If Verified by DRS, submit " <b>Notice of Verified Status</b> " (Verification Letter issued by DRS) to the Connecticut Department of Administrative Services / Construction Services (DAS/CS) Office of Legal Affairs, Policy, and Procurement as specified in Section 00 41 00 Bid Proposal Form.

# 2.0 Unverified Nonresident Contractors and Subcontractors (for Contracts Greater Than \$250,000):

The requirements for Unverified Nonresident Contractors and Unverified Nonresident Subcontractors (for Contracts greater than \$250,000) are different for General/Prime Contractors and their Subcontractors:

2.1	Unver	ified Nonresident General or Prime Contractors:
	2.1.1	Submit Form AU-964 "Surety Bond and Release" to DRS. The Unverified Nonresident General/Prime Contractor is required to file a good and valid surety bond with DRS using Form AU-964 "Surety Bond and Release" for 5% of the contract price to secure payment of required taxes by both the General/Prime Contractor and its Subcontractors.
	2.1.2	The General/Prime Contractor must provide proof to DAS/CS that they have posted a good and valid surety bond with DRS by providing a copy of <b>Form AU-965</b> " <b>Acceptance of Surety Bond</b> " that verifies acceptance of the bond by DRS*.

2.2	Unver	rified Nonresident Subcontractors:
	2.2.1	The Resident or Verified or Unverified Nonresident General/Prime Contractor is required to hold back 5% of its payments to the Unverified Nonresident Subcontractor. The General/Prime Contractor must keep the hold-backs in a special fund in trust for the state.
	2.2.2	The Unverified Nonresident Subcontractor can request that the money be released from the General/Prime Contractor by submitting Form AU-967 "Request for Certificate of Compliance" to DRS. It must be signed by the General/Prime Contractor and the Nonresident Subcontractor and submitted to DRS within 90 days of the completion date.
	2.2.3	If Form AU-968 "Certificate of Compliance" is issued by DRS, DRS will instruct the General/Prime Contractor holding back the 5% to release the withheld amount to the Nonresident Subcontractor. If the "Certificate of Compliance" is denied or not requested within 90 days of the completion date of the contract, the General/Prime Contractor holding back the 5% will remit the withheld amount on their own Sales & Use tax returns.
	2.2.4	The 5% holdback does not take the place of any tax returns due from the Unverified Nonresident Contractor.
	2.2.5	The General/Prime Contractor must give the Unverified Nonresident Subcontractor written notice of the hold-back requirements by the time the Subcontractor begins work under the contract.

<sup>\*</sup>Document(s) must be submitted to the DAS/CS Office of Legal Affairs, Policy, and Procurement as specified in Section 00 41 00 "Bid Proposal Form".

# **End of Section**

00 92 30 Procedures Regarding Taxation For Nonresident General/Prime Contractor & Subcontractors

#### PART 1 - GENERAL

## 1.1 **DEFINITIONS**

#### A. Contractor:

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

#### B. Contract:

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

#### 1.2 RELATED DOCUMENTS

- **A.** The Contract Documents are defined in the D-B-B and CMR Division 00 General Conditions, as applicable to the specific Project.
- B. Construction Documents and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

#### 1.3 WORK COVERED BY CONTRACT DOCUMENTS

- A. Project Delivery Method:
  - 1. Design-Bid-Build (DBB);
  - 2. Construction Manager at Risk (CMR)
- B. Project Number: BI-CTC-500.
- C. Project Title: Renovations to Physical Plant.
- D. Project Location: The Naugatuck Valley Community College, located in Waterbury, Connecticut.
- E. The Project Description:
  - Modifications to existing physical plant central heating and cooling systems, including replacement of
    existing high temperature hot water (HTHW) boilers with new condensing hot water boilers,
    replacement of existing HTHW absorption chillers with new electric chillers, replacement of domestic
    water heaters, and all associated pumps, piping, electrical and controls.
  - 2. Minor Asbestos Abatement Includes removal and proper disposal of various ACM components.
  - 3. The Authorities Having Jurisdiction for Threshold Projects, Non-Threshold Projects, and/or Connecticut State University System (CSUS) 2020 Projects, as defined by the Connecticut General Statutes, are the Connecticut Department of Administrative Services (DAS) / Construction Services (CS) Office of State Building Inspector (OSBI) and Office of State Fire Marshal (OSFM).

#### F. Owner:

- 1. Owner's Name: The Owner is the State of Connecticut, Department of Administrative Services.
- 4. Authorized Representative for the Owner: DAS/CS Project Manager Name: Joel Baranowski.
  - a. DAS/CS Project Manager's Location: The DAS/CS Project Manager is located at 450 Columbus Blvd, Suite 1201, Hartford, CT, 06103.
  - **b. Phone:** (860) 713-5612;
  - c. Fax: (860) 713-7261
  - d. Email(s): Joel.Baranowski@ct.gov.
- 5. Authority: The DAS/CS Project Manager is the only authorized representative for the Department of Administrative Services Commissioner to act in matters involving revoking, altering, enlarging or relaxing any requirement of the Contract Documents.
  - Related Section: Article 25, All Work Subject To Control of the Commissioner, Division 00
    General Conditions of the Contract for Construction.

# G. Agency:

- Agency Name: The Connecticut State (User) Agency is Board of Regents, Connecticut State Colleges and Universities.
- Agency Representative Name and Title: John Kraemer. The Agency Representative's Title is Facilities Design Planner.
  - a. Agency Representative Location: The Agency Representative is located at 61 Woodland Avenue, Hartford, Connecticut, 06105.

b. Phone: (860) 723-0641c. Fax: (860) 723-0866

d. Email(s): jkraemer@commnet.edu

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

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

- 1. Engineer's Name: The Engineer representing the firm for this project is BVH Integrated Services, PC.
  - a. Engineer's Location: The Engineer is located at 206 West Newberry Road, Bloomfield, CT 06002.

b. Phone: (860) 286-9171c. Fax: (860)242-0236

d. Email(s): JerryA@bvhis.com

- 2. The Architect and Engineer (A/E) or their accredited representative is referred to in the Contract Documents as "Architect" or "Architects" or "Engineer" or "Engineers" or by pronouns which imply them. As information for the Contractor, the Architect's or Engineer's status is defined as follows:
  - a. The Architect and Engineer will not make interpretations or decisions directly to the Contractor. All interpretations or decisions will be conveyed through the Construction Administrator to the DAS/CS Project Manager.
  - b. As the authorized representative of the Department of Administrative Services Commissioner, the Architect and Engineer is responsible for review of shop drawings, materials, and equipment intended for the work, in accordance with the Division 00 "General Conditions" and "Supplementary Conditions".
- 3. Wherever the Architect or Engineer is mentioned in the documents in connection with an administrative function, it shall include the Construction Administrator in that function except for shop drawings.

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

- 1. Construction Administrator Name: Newfield Construction.
  - Construction Administrator Location: The Construction Administrator is located at 225 Newfield Avenue, Hartford, Connecticut, 06106.
  - **b. Phone:** (860) 953-1477;
  - **c. Fax:** (860) 953-1712;
  - d. Email(s): SteveBuccheri@newfieldconstruction.com.
- 2. Authority: As information to the Contractor, the Construction Administrator's status is defined as follows:
  - **a.** The Construction Administrator (CA) is referred to in the Contract Documents as "Construction Administrator" or by pronouns which imply it. All communications concerning the project will be directed through the Construction Administrator or a designated representative(s).
  - b. The Construction Administrator is the Owner's Agent who will, among other things, monitor and analyze the Contractor's performance, scheduling and construction, process shop drawings, material, and equipment submittals, review and process periodic billings, review, analyze, and recommend cost changes.

- c. Related Section: Article 26 "Authority of the Construction Administrator" of Division 00 "General Conditions of the Contract for Construction".
- 3. The Construction Administrator will process all requests for information, interpretations and decisions regarding the meaning and intent of the Contract Documents, consulting with appropriate parties prior to rendering the interpretations or decisions for the Project Manager to the Contractor. All such requests and replies shall be in writing.
- J. Work Includes but is not limited to the following:
  - 1 Selective Demolition; Cutting & Patching
  - 2 Cast-in-Place Concrete
  - 3 Structural Steel, Miscellaneous Metals
  - 4 Rough Carpentry; Masonry
  - 5 Firestopping, Roofing, Sheet metal, and Joint Sealants;
  - 6 Doors and Frames:
  - 7 Insulated Metal Wall Panels
  - 8 Metal grating stairs;
  - 9 Plumbing, Fire Protection, HVAC, and Controls;
  - 10 Electrical and Fire Alarm Systems
  - 11 Hazardous Material Abatement
- **K.** The Contractor will include in his bid, all items required in order to carry out the intent of the Work as described, shown and implied in the Contract Documents.
- L. It shall be the Contractor's responsibility upon discovery to immediately notify the Construction Administrator, in writing, of errors, omissions, discrepancies, and instances of noncompliance with applicable codes and regulations within the documents, and of any work which will not fit or properly function if installed as indicated on the Contract Documents. Any additional costs arising from the Contractor's failure to provide such notification shall be borne by the Contractor.
- M. The Work will be constructed under a single lump sum prime general contract.

# 1.4 WORK UNDER OTHER CONTRACTS

- **A. Separate Contract:** The Owner has awarded a separate contract for performance of certain construction operations at the site. Those operations are scheduled to be substantially complete before the work under this Contract begins. The separate contract includes the following:
  - Contract: A separate contract has been awarded to Electrical Contractors, Inc. to perform the NVCC Campus-wide Fire Alarm Project.
- **B.** Cooperate fully with separate contractors so that work under those contracts may be carried out smoothly, without interfering with or delaying work under this contract.

#### 1.5 FUTURE WORK - Not Used

#### 1.6 WORK SEQUENCE (PHASES)

- **A. Related Documents:** Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.
- **B.** The entire Project shall be constructed in three major phase(s). Work of these Phase(s) shall be substantially complete, ready for occupancy within 600 Calendar Days of commencement of the Work (the "Contract Time"). Demolition and construction for this project must be completed in a phased sequence in order to maintain plant operations and continued service to campus loads.
- C. Demolition and construction for this project must be completed in a phased sequence in order to maintain plant operations and continued service to campus loads. The following is a general description and timeline for which elements of work must be conducted during which phase of the project; it is not intended to direct the Contractor to any particular means and methods. This is applicable to all trades. The contractor shall employ appropriate methods and staff as necessary to complete designated work within each phase, including, but not limited to, maximized pre-fabrication, premium time or multiple shifts. All costs associated

with the Contractor's meeting the requirements of the Phase Schedule and scope of work shall be included in the Base Bid.

- Refer to Section 00 72 13 General Conditions, Article 37 for additional requirements regarding hours of work.
- 2. Work within the core areas (limited to boiler/chiller/main electrical room and 2<sup>nd</sup> floor tunnel may be performed anytime between 7:00 AM and 11:00 PM. All other work shall be performed during first shift if possible; exception to this will be reviewed by the College on a case-by-case basis.

Phase 1 - First Cooling Season (April 16 Through Oct 15) - This phase includes demolition and removal of existing abandoned Chiller #3, unused Boiler #3, fuel oil pumping and heater system and associated piping, power, controls, etc., up to the valves at points of connection to existing mains. The entire existing high temperature hot water system, chilled water and condenser water systems must remain operational for service to the campus, including Boilers 1 & 2, absorption Chillers 1 & 2 and their associated HTHW pumps, cooling towers, chilled and condenser water pumps. Provide new connection points at Kinney, Ekstrom and Tech Halls (within Ekstrom) for provisions to connect temporary hot water boilers on the secondary side of the existing/new heat exchangers. Installation of new gas-fired domestic water heaters for student center and tech hall, plus electric domestic water heaters at Ekstrom may be started in this phase, but does not have to be completed until phase 2. Existing domestic hot water systems in all buildings must be kept in operation until new systems are ready to be made operational, and then only after-hours shutdowns may be scheduled to allow for cutover to the new domestic hot water heaters. Construction of the new plant mezzanine electrical room exit and associated stair may be started in this phase, but does not have to be completed until Phase 2. New gas-fired condensing boilers and associated piping, pumps, venting, power and controls may be installed in this phase to the extent possible without taking the existing HTHW system out of service. New heating hot water distribution piping and plate heat exchangers may be installed in areas not in conflict with existing HTHW distribution that must remain in service.

Phase 2 - First Heating Season (Oct 16 Through April 15) - The chilled water system is shut down for the winter; the existing absorption Chillers 2 and 3 will be removed and new electrical chiller CH-2 installed. Existing absorption chiller CH-1 will be left in operational condition until new electrical chiller CH-2 is fully operational. The plant electrical distribution system work must be completed to provide power for the new electric chillers. The new exit and associated exterior stair from the plant electrical mezzanine must be completed. The chilled water system, including control work, shall be back on-line with at least one chiller running, and ready to operate for the second cooling season by April 15. New gas-fired condensing boilers and associated piping, pumps, venting, power and controls shall be continued in this phase to the extent possible without taking the existing HTHW system out of service. New heating hot water distribution piping and plate heat exchangers shall be completed in areas not in conflict with existing HTHW distribution that must remain in service. Install new structural modifications and stack enclosure up through the roof for the new condensing boilers and water heaters. New domestic hot water systems in the central plant (serving Student Center), Ekstrom and Tech Halls must be completed by the end of this phase. Modifications to existing Central Plant and electrical mezzanine ventilation systems shall be completed in this phase. Work of this phase shall be substantially complete, ready for occupancy by the beginning of the second cooling season (April 15).

Phase 3 - Second Cooling Season (April 16 Through Oct 15) — At the conclusion of the previous heating season, if new electric chiller CH-2 is already operational, the existing HTHW system shall be shut down, remove existing absorption chiller CH-1 and install new electric chiller CH-1. If new electric chiller CH-2 is not yet operational, the existing HTHW distribution leaving the plant shall be isolated to allow HTHW distribution piping outside of the plant to be replaced with new low temperature hot water distribution. For bid purposes, include installation of blind or paddle/skillet flanges at a minimum of four existing valves that do not hold, when isolating the plant from external distribution. After new electric chiller CH-2 is made operational, shut down the HTHW system, remove existing absorption chiller CH-1 and install new electric chiller CH-1. Both new electric chillers shall be operational by June 15. Final piping connections shall be completed for the new low temperature hot water system, heat exchangers completed, controls completed, and existing building heating systems cut over to the new condensing boilers and hot water distribution. Remove the existing HTHW boilers, HTHW pumps, and all associated HTHW distribution piping, power and controls. All fire-safing and fire-stopping corrections to existing central plant penetrations shall be completed. Removal and patching of the top of the existing boiler stack above the roof (supplemental bid no. 1), shall be completed. This phase shall also include

Page 5 of 7

all work that is remaining in order to fully complete the entire project, including all labor and material, as shown on the drawings and/or as specified hereinafter. Work of this phase shall be substantially complete, ready for occupancy by the beginning of the second heating season (Oct 15). If new boilers and low temperature hot water heating system is not fully operational by October 15, the contractor shall be responsible for providing temporary boilers to heat affected buildings at no additional cost to the owner (except for fuel consumed).

#### 1.7 CONTRACTOR USE OF PREMISES

- **A. General:** During the construction period the Contractor shall have limited use of the premises for construction operations, including use of the site.
- **B.** Use of the Site: Limit use of the premises to work in areas indicated. Confine operations to areas within contract limits indicated. Do not disturb portions of the site beyond the areas in which the Work is indicated.
  - 1. Owner Occupancy: Allow for Owner occupancy and use by the public of the existing facility.
  - 2. The Contractor shall confine his operations including storage of materials, supplies, equipment, and apparatus to the areas bounded by the contract limits indicated and as directed in the Contract Documents.
  - Existing roads, drives, walks, and parking areas which are not within the contract limit line are to be kept free and clear at all times. All deliveries for the project are to enter the College property from the west entrance. All Contractors are to check all campus roadways for accessibility and clearances for deliveries of all large material and equipment. They shall inform the Construction Administrator at least seventy-two (72) hours in advance of these deliveries so they can be coordinated with the Agency so appropriate traffic control, etc. can be provided. Do not use these areas for parking or storage of materials. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.
  - **4.** The Contractor shall be responsible for keeping the premises clean and shall pick up rubbish and debris and promptly remove from site.
  - Parking for the Contractor's employees will be limited to an area designated by the Construction Administrator, and the Contractor may be required to provide identification stickers for all employees' cars
  - **6.** Special precautions shall be taken to protect all wetland areas designated to remain. Prevent any and all sediment, debris, or other materials from getting into these areas. Should any sediment, debris, or other materials get into these areas or if any damage occurs to the vegetation therein, the Contractor shall immediately contact the Construction Administrator for direction.
  - 7. The Contractor shall comply with local working hour restrictions, unless specifically approved otherwise in writing by the Owner.
  - 8. No signs, other than those approved by the Construction Administrator, will be visible on the premises.
- C. Use of the Existing Building: Maintain the existing building in a weather-tight condition throughout the construction period. Repair damage caused by construction operations. Take all precautions necessary to protect the building and its occupants during the construction period. Note: Check with Agency special types of conditions. Contractor personnel are not allowed to use the Cafeteria or vending machines within the existing buildings unless authorized in writing by the agency.

# 1.8 OCCUPANCY REQUIREMENTS

- **A.** Full Agency Occupancy During Construction: The Owner reserves the right to allow the Agency to occupy the site and existing building during the entire construction period. Cooperate with the Agency during construction operations to minimize conflicts and facilitate Agency usage. Perform the Work so as not to interfere with the Agency's operations.
  - 1. Provide adequate building and fire code egress from the buildings during the renovation process and/or as indicated on the Contract Documents. The Contractor will be responsible to maintain and protect egress ways during the construction sequence as required and/or indicated in the Contract documents. Contractor shall be responsible for preparing egress plans for Owner approval and for Office of State Building Official and Office of State Fire Marshal for approval if required.

Page 6 of 7

#### 1.9 MISCELLANEOUS PROVISIONS

#### A. Examination of Site:

- It is not the intent of the Documents to show all existing conditions. All prime contractors are required to
  attend the Pre-bid Conference prior to submitting their Bid Proposals. This is the only official
  opportunity to visit and examine the site with the Owner, Agency, Architect, Engineer and Construction
  Administrator.
- 2. Contractors should investigate and satisfy themselves as to the conditions affecting the work, including but not restricted to those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, uncertainties of weather, roads or similar physical conditions of the ground, the character of equipment, and facilities needed preliminary to and during the prosecution of the Work. The Contractor should further satisfy himself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, as well as from information presented by the Contract Documents. Any failure by the Contractor to acquaint himself with the available information shall not relieve him from the responsibility for estimating properly the difficulty and cost of successfully performing the Work.
- 3. Tests have been done for Asbestos Containing Material (ACM); the results are referenced in Section 00 30 00 Available Information and provided in Division 50 00 00 Project-Specific Available Information. See Division 01 Section 01 35 16 "Alteration Project Procedures" for removal responsibility and additional information.
- **4.** Tests have not been done for Work Involving Lead-Based Paint (LBP) Containing Material, "Products Containing Persistent Bioaccumulative Toxic Chemicals" (PBT's) such as Polychlorinated Biphenols (PCB's), Di-2-ethylhexyl Phthalate (DEHP) and Mercury, and/or Mold, but Division 01 Section 01 35 16 "Alteration Project Procedures" states exposure limits and removal responsibility.

#### B. Pre-Bid Meeting:

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

### C. Project Documents:

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

# E. Scope Review:

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

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

- 1. The Contractor shall receive fifteen (15) sets of the Contract Documents on or about the time of execution of the Contract, free of charge. If additional copies are wanted, they will be available at the direct additional cost of their reproduction, to the Contractor.
- 2. The Contractor shall receive one (1) set of AutoCAD compatible (latest version) Floor Plans on Electronic Data Storage Devices at no cost on or about the time of execution of the Contract from the Architect. Additional sets of AutoCAD compatible (latest version) Floor Plans on Electronic Data Storage Devices from the Architect shall be available at the cost of their reproduction, to the Contractor.

#### D. Construction Responsibility:

- 1. The Contractor shall be responsible for his construction means, methods, techniques, sequences, and procedures employed in the performance of his work and shall have full responsibility for his failure to carry out any part of his work in accordance with the contract Documents.
- E. The Contractor shall request approval from the Owner to work overtime. Said request shall be made forty-eight (48) hours in advance. All costs for overtime are included in the Contract Sum as stated in Division 00 Section 00 41 00 "Bid Proposal Form."

CT DAS 5200 (Rev. 02.01.18) PROJECT NO.: BI-CTC-500

PROJECT NO.: BI-CTC-500

Page 7 of 7

## F. PMWeb Project Management:

- 1. DCS is using PMWeb as the project management collaborative software tool for this project.
- 2. The General Contractor is required to utilize PMWeb for the duration of this project and shall provide all project information via this program management software. This includes, but is not limited to contracts, applications for payment, change orders, change order proposals, requests for information, etc.
- **3.** The DCS Project Manager [or the Construction Administrator (CA)] shall arrange for training. This training is for the General Contractor's Staff, the DAS/CS project Manager, the Construction Administrator, the A/E, and their representatives.
- **4.** DCS will be establishing a project specific email "file" address for this project. The General Contractor shall send an electronic "file" copy of all project documents to this email address, to include but not limited to all project correspondence, project emails, forms, etc.
- 5. The General Contractor is required to scan all documents that contain wet (ink) signatures and send a copy of those documents electronically to the DAS/CS Project Manager and the project specific email "file" address. The hard copy of the wet signature documents shall be transmitted as directed by the DCS Project Manager. This includes, but is not limited to all contracts, change orders, applications for payment, closeout documentation, etc.
- G. Pursuant to C.G.S. Sec. 4a-101, the General Contractor shall compile evaluation information during the performance of the contract on each of its subcontractors who are performing work with a value in excess of five hundred thousand dollars (\$500,000.00). The General Contractor shall complete and submit to DCS evaluations of each such subcontractor upon fifty percent (50%) completion of the project and upon Substantial Completion of the project. The General Contractor acknowledges that its failure to complete and submit these evaluations in a timely manner may, by statute, result in a delay in project funding and, consequently, payment to the General Contractor. The General Contractor agrees to indemnify and hold the State harmless from any loss, damage, or expense that results from or is caused by the General Contractor's failure to complete and submit the evaluations to DCS in accordance with this provision.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

**END OF SECTION 01 11 00** 

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PROJECT NO.: BI-CTC-500

#### **PART 1 - GENERAL**

#### 1.1 RELATED DOCUMENTS

A. Contract Documents and general provisions of the Contract, including General and Supplementary Conditions, other Division 01 Specification Sections, and Section 00 41 00 "Bid Proposal Form" apply to this Section.

#### 1.2 SUMMARY

- A. This Section includes the following:
  - 1. Unit Prices.
- B. Related Sections: The following Sections contain requirements that relate to this Section:

Section 01 23 13 Supplemental Bids.

Section 01 26 00 Contract Modification Procedures.

Section 01 29 76 Progress Payment Procedures.

Section 01 35 16 Alteration Project Procedures

Section 01 77 00 Closeout Procedures.

Section 02 41 19 Selective Demolition for Hazardous Materials

Section 02 50 00 Demolition and Alterations

## 1.4 UNIT PRICES - GENERAL

- A. This Section includes administrative and procedural requirements for unit prices.
- B. Related Sections: The following Sections contain requirements that relate to this Section:
  - 1. Division 01 Section 01 26 00 "Contract Modification Procedures" for procedures for submitting and handling Change Orders.
  - 2. Division 01 Section 01 29 76 "Progress Payment Procedures" for procedures for submitting Application for Payments.

#### C. Definitions:

Unit Price: Amount the General Contractor acknowledges in the Bid Proposal Form as a price per unit
of measurement for materials or services as described in the Bidding Documents or in the Contract
Documents.

### D. Procedures:

- 1. Unit Prices included in the Contract Documents are to be used for determining compensation to the Contractor or Owner for changes to the scope of the work indicated in the Contract Documents, and included in the Lump Sum Contract Price. Special Unit Prices are for items complete, in place, and shall be inclusive of furnishing and installing of all material, labor, trucking, overhead, profit, equipment, hoisting, excavation, stockpiling, loading, engineering, scaffolding, power hookups, protection, shop drawings, taxes, permits, appliances, delivery, disposal, insurance, supervision, cost of bond, etc. and shall remain in effect until completion of the Contract.
- 2. Unit Price: Is identified by the Owner as a price per unit of measurement for materials or services added to or deducted from the Contract Sum by appropriate modification, if the estimated quantities of Work required by the Contract Documents are increased or decreased.
- 3. Increases or Decreases: Should the amount of the Work required be increased or decreased because of changes in the work ordered in writing by the DAS/CS Project Manager, the Contractor agrees that the following supplemental UNIT PRICES will be decreased 10% for a reduction of work. Each Unit Price shall include all equipment, tools, labor, permits, fees, etc., incidental to the completion of the work involved. All items marked with an asterisk (\*) in the unit price schedules shall include the completion of the excavation, formation and compaction of sub-grade and the disposal of surplus or unsuitable materials in accordance with the Plans and Specifications or as directed by the Construction Administrator.

- 4. The Owner reserves the right to reject the Contractor's measurement of work-in-place that involves use of established unit prices, and to have this work measured, at the Owner's expense, by an independent surveyor acceptable to the Contractor.
- 5. Defect Assessment: Replace the Work, or portions of the Work, not conforming to the specified requirements. If, in the opinion of the Architect/Engineer, it is not practical to remove and replace the work the Architect/Engineer will direct an appropriate remedy or adjust the payment.
- **6. Unit Price Schedule:** A "Unit Price Schedule" is included at the end of this Section. Specification Sections referenced in the Schedule contain requirements for materials described under each unit price.

#### 1.5 UNIT PRICE SCHEDULES

- A. Unit Price Schedule Alterations:
  - A. Related Documents: Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.
  - B. Unit Price Schedule Alterations:

1.	ALTI	ERATION ITEMS	BASE BID QUANTITY	UNIT	\$ ADD	\$ DEDUCT
	a.	Remove existing sprinkler head, including removal of branch piping and capping at main, shut-down, draining, re-filling and all associated equipment needs for work at high bay mechanical space. See drawing FP-101.C1.	8	Each	\$200	\$180
	b.	Install new sprinkler head, including 15 feet of branch piping, connection to existing main, shut-down, draining, refilling, testing, and all associated equipment needs for work at high bay mechanical space. See drawing FP-101.C1.	8	Each	\$400	\$360

2. Unit prices shall be negotiated if there is a change in scope of work.

## B. Unit Price Schedule - Hazardous Building Materials Abatement:

- A. Related Documents: Drawings and general provisions of the Contract, including General and Supplementary Conditions, other Division 01 Specification Sections, and Technical Specifications apply to this Section.
- B. Unit Price Schedule Hazardous Building Materials Abatement:

1.	ASBEST	ASBESTOS ABATEMENT		\$ ADD/ DEDUCT
	AR-001	CLEAN-UP OF ACM DEBRIS BY HEPA VACUUMING	SF	\$0.23
	AR-002	REMOVAL OF PIPE INSULATION INCLUDING FITTINGS (FULL CONTAINMENT - < 6" DIA)	LF	\$1.63
	AR-003	REMOVAL OF PIPE INSULATION INCLUDING FITTINGS(FULL CONTAINMENT - 6" - 12" DIA)	LF	\$2.68
	AR-004	REMOVAL OF PIPE INSULATION INCLUDING FITTINGS(FULL CONTAINMENT - >12" DIA)	LF	\$3.65
	AR-005	GLOVE BAG REMOVAL OF PIPE OR FITTING INSULATION (MINI- CONTAINMENT - FIRST 25)	EA	\$26.05
	AR-006	GLOVE BAG REMOVAL OF PIPE OR FITTING INSULATION (MINI- CONTAINMENT - QUANTITY BETWEEN 25-50)	EA	\$20.56
	AR-007	GLOVE BAG REMOVAL OF PIPE OR FITTING INSULATION (MINI- CONTAINMENT - QUANTITY IN EXCESS OF 50)	EA	\$18.30
	AR-008	REMOVAL OF EQUIPMENT INSULATION	SF	\$3.81
	AR-009	REMOVAL OF HVAC DUCT INSULATION	SF	\$3.81
	AR-010	REMOVAL OF HVAC DUCT SYSTEM FLEXIBLE CONNECTOR	SF	\$2.77
	AR-011	REMOVAL OF RESILIENT FLOORING INCLUDING MASTIC	SF	\$1.05
	AR-012	REMOVAL OF RESILIENT FLOORING (NO MASTIC)	SF	\$0.67
	AR-013	REMOVAL OF SPRAYED ON FIREPROOFING	SF	\$2.61

CT DAS 5200 (Rev. 02.01.18) PROJECT NO.: BI-CTC-500

1.	ASBEST	FOS ABATEMENT	UNIT	\$ ADD/ DEDUCT
	AR-014	REMOVAL OF PLASTER CEILING SYSTEM (INCLUDING BLACK IRON AND METAL LATH)	SF	\$2.68
	AR-015	REMOVAL OF ACOUSTIC OR METAL PAN CEILING SYSTEM (INCLUDING GRID )	SF	\$1.74
	AR-016	REMOVAL OF ACOUSTIC CEILING PANELS (CLEAN GRID FOR REUSE)	SF	\$1.45
	AR-017	REMOVAL OF ACOUSTIC PLASTER FINISH MATERIAL (SCRAPE)	SF	\$2.45
	AR-018	PATCH AND/OR SEAL DAMAGED INSULATION	SF	\$1.05
	AR-019	REMOVAL OF CONTAMINATED SOIL (2" DEPTH)	SF	\$1.69
	AR-020	REMOVAL OF TRANSITE MATERIAL	SF	\$0.92
	AR-021	REMOVAL OF ROOFING OR ROOF FLASHING MATERIAL	SF	\$1.34
	AR-022	REMOVAL OF UNDERGROUND PIPE OR PIPE INSULATION (INCLUDING HAND EXCAVATION)	LF	\$10.75
	AR-023	REMOVAL OF CARPET OVER RESILIENT FLOORING	SF	\$0.83
	AR-024	REMOVAL OF WALL BASE AND MASTIC	LF	\$0.95
	AR-025	REMOVAL OF DRYWALL PARTITION (INCLUDING WALL FRAMING)	SF	\$0.90
	AR-026	REMOVAL OF CMU WALL	SF	\$1.82
	AR-027	PREP WORK AREA	SF	\$1.09
	AR-028	SOLID BARRIERS OR ACCESS TUNNELS (2"x4"@16", 1/2" PLYWOOD)	SFSA	\$1.26
	AR-029	SELECTIVE DEMOLITION TO ACCESS CONCEALED ACM	SF	\$1.11
	AR-030	REMOVAL OF FLOOR LEVELING MATERIAL	SF	\$0.79

2.	LEAD-BASED PAINT ABATEMENT		UNIT	\$ ADD/ DEDUCT
	SP-001	REMOVE LOOSE PAINT FROM WALLS OR CEILINGS (WET SCRAPING OR BRUSHING)	SF	\$0.89
	SP-002	STRIP PAINT FROM FLAT SURFACES	SF	\$2.93
	SP-003	STRIP PAINT FROM COLUMNS AND STRUCTURAL FRAMING MEMBERS	SF	\$3.68
	SP-004	STRIP PAINT FROM STAIR TREADS, RISERS AND STRINGERS	SF	\$5.08
	SP-005	STRIP PAINT FROM TRIM	LF	\$2.82
	SP-006	STRIP PAINT FROM DOORS (DOOR OPENING SIZE)	SF	\$4.54
	SP-007	STRIP PAINT FROM WINDOW (WINDOW SIZE)	SF	\$7.08
	SP-008	STRIP PAINT FROM RADIATOR	SF	\$8.75
	SP-009	STRIP PAINT FROM HANDRAIL	LF	\$7.35
	SP-010	STRIP PAINT FROM PIPING	SF	\$6.30
	SP-011	CLEAN-UP OF MATERIALS CONTAINING LEAD (DIRT, BUILDING DEBRIS, ETC.)	CF	\$3.43
	SP-012	HEPA VACUUMING AND WASHING SURFACE (SMOOTH SURFACE)	SF	\$0.63
	SP-013	HEPA VACUUMING AND WASHING SURFACE (POROUS SURFACE)	SF	\$1.05
	SP-014	REMOVE EXTERIOR SOIL (6" DEPTH)	SF	\$4.50

3.	PCBS IN	BUILDING MATERIAL ABATEMENT	UNIT	\$ ADD/ DEDUCT
	HM-001	REMOVE LOOSE PCB CONTAMINATED CAULK (WET SCRAPING OR BRUSHING)	LF	\$6.20
	HM-002	REMOVE PCB CONTAMINATED CAULK AND 6 INCHES OF BUILDING MATERIALS	LF	\$28.00
	HM-003	REMOVE PCB CONTAMINATED CAULK AND 12 INCHES OF BUILDING MATERIALS	LF	\$37.00
	HM-004	REMOVE INTACT PCB CONTAMINATED CAULK WITH NO REMOVAL OF BUILDING MATERIALS	LF	\$8.50
	HM-005	STRIP PAINT FROM FLAT SURFACES	SF	\$2.94
	HM-006	HEPA VACUUMING AND WASHING SURFACE (SMOOTH SURFACE)	SF	\$0.60
	HM-007	HEPA VACUUMING AND WASHING SURFACE (POROUS SURFACE)	SF	\$1.05

;	3.	PCBS IN	BUILDING MATERIAL ABATEMENT	UNIT	\$ ADD/ DEDUCT
		HM-008	REMOVE EXTERIOR SOIL (6" DEPTH)	SF	\$4.88
		HM-009	EXCAVATE, TRANSPORT, AND DISPOSE OF PCB CONTAMINATED SOIL (1 TON)	TON	\$400

4.	MOLD A	MOLD ABATEMENT		\$ ADD/ DEDUCT
	IAQ-001	CLEANING AND HEPA VACUUMING OF CONTAMINATED COMPONENTS OR MATERIALS	SF	\$0.61
	IAQ-002	REMOVAL OF CONTAMINATED PIPE INSULATION	LF	\$0.61
	IAQ-003	REMOVAL OF CONTAMINATED BUILDING INSULATION	SF	\$0.61
	IAQ-004	REMOVAL OF CONTAMINATED HVAC DUCT OR EQUIPMENT INSULATION	SF	\$0.61
	IAQ-005	REMOVAL OF CONTAMINATED CARPET	SF	\$0.88
	IAQ-006	REMOVAL OF CONTAMINATED DRYWALL PARTITION (INCLUDING WALL FRAMING)	SF	\$1.05
	IAQ-007	REMOVAL OF CONTAMINATED PLASTER	SF	\$1.87
	IAQ-008	REMOVAL OF CONTAMINATED SUSPENDED CEILING PANELS	SF	\$0.59
	IAQ-009	PREP WORK AREA	SF	\$0.99
	IAQ-010	SOLID BARRIERS OR ACCESS TUNNELS (2"x4"@16", 1/2" PLYWOOD)	SFSA	\$2.09
	IAQ-011	SELECTIVE DEMOLITION TO ACCESS CONTAMINATED COMPONENTS OR MATERIALS	SF	\$1.15

5.	REWORK	( ITEMS DURING ABATEMENT ACTIVITIES	UNIT	\$ ADD/ DEDUCT
	RW-001	REINSULATE PIPE 1" THICK FIBERGLAS ASJ	SF	\$2.83
	RW-002	REINSULATE PIPE 1 1/2" THICK FIBERGLAS ASJ	SF	\$3.62
	RW-003	REINSULATE PIPE 2" THICK FIBERGLAS ASJ	SF	\$4.30
	RW-004	REINSULATE PIPE FITTING 1" THICK FIBERGLAS ASJ	EA	\$4.37
	RW-005	REINSULATE PIPE FITTING 1 1/2" THICK FIBERGLAS ASJ	EA	\$5.34
	RW-006	REINSULATE PIPE FITTING 2" THICK FIBERGLAS ASJ	EA	\$6.50
	RW-007	REINSULATE MECHANICAL EQUIPMENT 3 PCF, 2" THICK	SF	\$3.50
	RW-008	REINSULATE HVAC DUCT SYSTEM (FLEXIBLE DUCT WRAP) 0.75 PCF, 1 1/2" THICK	SF	\$2.25
	RW-009	REINSULATE HVAC DUCT SYSTEM (RIGID BOARD) 3 PCF, 1 1/2" THICK	SF	\$6.00
	RW-010	REPLACE HVAC DUCT SYSTEM FLEXIBLE CONNECTOR	SF	\$7.83
	RW-011	REPLACE TRIM COMPONENT (WOOD CASING, JAMB, APRON, ETC.)	LF	\$1.26
	RW-012	REPLACE INTERIOR DOOR (SOLID CORE FLUSH OR 6-PANEL PINE)	EA	\$207.50
	RW-013	REPLACE WINDOW (SASH ONLY)	EA	\$207.50
	RW-014	REPLACE WINDOW (COMPLETE UNIT INCLUDING FRAME)	EA	\$375.00
	RW-015	PAINT FLAT SURFACES (PRIMER + FINISH COAT)	SF	\$0.27
	RW-016	PAINT COLUMNS AND STRUCTURAL FRAMING MEMBERS (PRIMER + FINISH COAT)	SF	\$2.89
	RW-017	PAINT STAIR TREADS, RISERS AND STRINGERS (PRIMER + FINISH COAT)	SF	\$2.89
	RW-018	PAINT HANDRAIL (PRIMER + FINISH COAT)	LF	\$0.27
	RW-019	PAINT TRIM COMPONENT (CASING, JAMB, APRON, ETC., PRIMER + FINISH COAT)	LF	\$0.83
	RW-020	PAINT DOORS (DOOR OPENING SIZE - INCLUDES BOTH FACES PRIMER + FINISH COAT)	SF	\$1.67
	RW-021	PAINT WINDOW (INCLUDES INTERIOR & EXTERIOR PRIMER + FINISH COAT)	SF	\$1.97
	RW-022	PAINT RADIATOR (PRIMER + FINISH COAT)	SF	\$2.97
	RW-023	PAINT PIPING (PRIMER + FINISH COAT)	LF	\$0.29
	RW-024	REPLACE EXTERIOR SOIL (6" LOAM AND SEED)	SF	\$7.19
	RW-025	ASPHALT PAVING	SF	\$3.43

6.	MISCEL	LANEOUS ABATEMENT ITEMS	UNIT	\$ ADD/ DEDUCT
	MI-001	MOBILIZATION (1 PER WORK AREA)	EA	\$262.50
	MI-002	WORKER DECON (1 PER WORK AREA)	EA	\$262.50
	MI-003	CONTAINMENT BARRIERS TO SEPARATE THE WORK AREA (SOFT BARRIER)	SF	\$1.02
	MI-004	CONTAINMENT BARRIERS TO SEPARATE THE WORK AREA (HARD BARRIER)	SF	\$2.55
	MI-005	TEMP ELECTRICAL CONNECTION (LICENSED ELECTRICIAN)	EA	\$450.00
	MI-006	TEMP ELECTRICAL GENERATOR	DY	\$375.00
	MI-007	DISPOSAL OF ACM WASTE (INCLUDES TRANSPORTATION)	CY	\$60.00
	MI-008	DISPOSAL OF HAZARDOUS WASTE MATERIAL (INCLUDES TRANSPORTATION)	TON	\$380.00
	MI-009	DISPOSAL OF CONSTRUCTION DEBRIS (INCLUDES TRANSPORTATION)	TON	\$30.00
	MI-010	ABATEMENT SUPERVISOR (LICENSED)	HR	\$81.00
	MI-011	STAND-BY ABATEMENT PERSONNEL (EACH LICENSED WORKER)	HR	\$74.00
	MI-012	ENCAPSULATION UTILIZING LIQUID COATING SYSTEM	SF	\$0.69
	MI-013	ENCAPSULATION UTILIZING HEAVY BODIED REINFORCED COATING SYSTEM	SF	\$1.03
	MI-014	FIXED SCAFFOLDING	SF	\$16.00
	MI-015	EXCAVATION TO EXPOSE UNDERGROUND PIPE	CY	\$25.00
	MI-016	PROJECT NOTIFICATION AND FEES	EA	\$0.00
	MI-017	PROJECT BOND (3% OF CONTRACT)	EA	\$0.00

7.	СОМРО	NENT REPLACEMENT DURING ABATEMENT ACTIVITIES	UNIT	\$ ADD/ DEDUCT
	CR-001	REMOVE TRIM COMPONENT (CASING, BASE, APRON, ETC.)	LF	\$0.49
	CR-002	REMOVE DOOR (DOOR ONLY)	SF	\$0.27
	CR-003	REMOVE DOOR (INCLUDING JAMB, NO TRIM)	SF	\$0.61
	CR-004	REMOVE WINDOW (SASH ONLY)	SF	\$0.40
	CR-005	REMOVE WINDOW (COMPLETE UNIT INCLUDING FRAME)	SF	\$0.92
	CR-006	REMOVE RADIATOR	SF	\$0.77
	CR-007	REMOVE MISCELLANEOUS ITEM	CF	\$7.56

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01 20 00

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#### **PART 1 - GENERAL**

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. This Section includes administrative and procedural requirements governing Supplemental Bids.
- B. Related Sections: The following Sections contain requirements that relate to this Section:
  - 1. Division 00 Section 00 41 00 Bid Proposal Form.
  - 2. Division 01 Section 01 20 00 Contract Considerations.
  - 3. Division 01 Section 01 33 00 Submittal Procedures.
  - 4. Division 01 Section 01 60 00 Product Requirements.

#### 1.3 DEFINITIONS

- **A. Definition**: "The monetary value stated in the Bid to be added to the amount of the Base Bid if the corresponding Work, as described in the Bidding Documents, is accepted." A Supplemental Bid is an amount proposed by bidders and stated on the Bid Proposal Form for certain work defined in the Bidding Documents that may be added to the Base Bid amount if the Owner decides to accept a corresponding change in either the amount of construction to be completed, or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.
  - The cost for each supplemental bid is the net addition to the Contract Sum to incorporate the Supplemental Bid into the Work. Supplemental Bids are only accepted in the numerical order that they are listed on the Bid Proposal Form and never accepted out of numerical sequence. No other adjustments are made to the Contract Sum.

## 1.4 PROCEDURES

- **A.** Coordination: Modify or adjust affected adjacent Work as necessary to completely and fully integrate that Work into the Project.
  - Include as part of each Supplemental Bid, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not mentioned as part of the Supplemental Bid.
  - 2. Consider all work that must be accomplished for complete incorporation of the Supplemental Bids including modifications to Base Bid items.
  - 3. Include in lump sum prices for Supplemental Bids all costs of labor, materials, equipment, permits, fees, insurance, bonds, overhead, and profit.
  - 4. Immediately after award of Contract, advise all necessary subcontractors, vendors, and suppliers as to which Supplemental Bids have been selected by Owner. Use all means necessary to alert those subcontractors, vendors, and suppliers involved as to all changes in the work caused by Owner's selection or rejection of Supplemental Bids.
  - 5. Coordinate related work and modify surrounding work to integrate work of each Supplemental Bid.
- B. Execute accepted Supplemental Bids under the same conditions as other Work of this Contract.
- C. Schedule: A "Schedule of Supplemental Bids" is included at the end of this Section. It contains all of Specification Sections, and applicable portions of Drawings and Details that govern the scope, quality, and execution of referenced in the Schedule contain all of the requirements necessary to achieve the Work described under each Supplemental Bid.

PROJECT NO.: BI-CTC-500

# PART 2 - PRODUCTS (Not Applicable)

## **PART 3 - EXECUTION**

#### 3.1 SCHEDULE OF SUPPLEMENTAL BIDS

- A. Supplemental Bid No. 1: Demolition and capping of the boiler stack above the roof Cut and remove the existing stack from a point approximately one foot above the roof (existing flashing and roofing at penetration to remain), and providing a ¼" thick steel plate continuous welded to the stack stub, and painted. Refer to drawing H-106.S1.
- B. Supplemental Bid No. 2: <u>Demolition of fuel oil equipment in the boiler room</u> Remove and dispose of the existing abandoned central plant fuel oil pumping and heating system. Work includes, but is not limited to, cutting and capping of fuel oil piping at the interior wall of the central plant, removal of all piping and equipment, associated power and controls, hanger, supports, concrete housekeeping pad, and restoration of the floor slab. Refer to drawings H-101.C1 and E-101.C1.
- C. Supplemental Bid No. 3: <u>Redundant Plate & Frame Heat Exchangers</u> Furnish and install redundant plate-frame heat exchangers at the mechanical rooms for Kinney, Central Plant (serving Fine Arts, Student Center and Learning Resource Center), Ekstrom (serving Ekstrom), and Ekstrom (serving Technology Hall). Work includes, but is not limited to, providing the redundant heat exchangers, and all associated piping, supports, trim and controls. Base bid includes piping provisions and valved stubs for redundant heat exchanger. The work is depicted on various drawings.

END OF SECTION 01 23 13

#### **PART 1 - GENERAL**

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for handling requests for equals and substitutions made after award of the Contract.
- B. Related Sections: The following Sections contain requirements that relate to this Section:
  - 1. Division 01 Section 01 33 00 "Submittal Procedures" specifies requirements for submitting the Contractor's Construction Schedule and the Submittal Schedule.
  - Division 01 Section 01 42 20 "Reference Standards and Definitions" specifies the applicability of industry standards to products specified.
  - 3. Division 01 Section 01 60 00 "Product Requirements" specifies requirements governing the Contractor's selection of products and product options.

#### 1.3 DEFINITIONS

- **A.** Definitions in this Article do not change or modify the meaning of other terms used in the Contract Documents.
- **B.** Equals or Substitutions General: Changes in products, materials, equipment, and methods of construction required by the Contract Documents proposed by the Contractor after award of the Contract.

#### 1.1 SUBMITTALS

- A. Equals and Substitution Request Submittals: The Owner will consider requests for equals or substitutions if made prior to the Receipt of the Competitive Bid. The information on all materials shall be consistent with the information herein. After the contract award, substitutions will be considered for materials or systems specified that are no longer available. It will not be considered if the product was not purchased in a reasonable time after award. The Contractor shall submit all equal and substitutions requests on the "Equal or Substitute Product Request (Form 7001)", an example of which is shown at the end of this Section. The Form is available from the Construction Administrator (CA). See Article 15 in the General Conditions for further refinement and information.
- **B.** The Contractor is required to prepare and submit three (3) copies of the required data for the first manufacturer listed or procedure listed in the specifications section with reference to all of the following areas: the substance and function considering quality, workmanship, economy of operation, durability and suitability for purposes intended including the size, rating performance, LEED® compliance, and cost. All submissions must include all the required data for the first listed manufacturer or procedure as specified, as well as the required data for the proposed Equal or Substitution. This will enable the Owner and Architect to determine that the proposed Equal or Substitution is or is not substantially equal to the first listed manufacturer or procedure.
  - 1. Identify the product or the fabrication or installation method to be replaced in each request. Include related Specification Section and Drawing numbers.
  - 2. Provide complete documentation showing compliance with the requirements for equals or substitutions, and the following information, as appropriate:
    - a. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by the Owner and separate contractors that will be necessary to accommodate the proposed Equal or Substitution.
    - **b.** A detailed comparison chart of significant qualities of the proposed substitution with those of the Work specified. Significant qualities may include elements, such as performance, weight, size, durability, and visual effect.
    - **c.** Product Data, including Shop Drawings and descriptions of products and fabrication and installation procedures.

- d. Samples, where applicable or requested.
- e. A statement indicating the effect on the Contractor's Construction Schedule or CPM Schedule compared to the schedule without approval of the Equal or Substitution. Indicate the effect on overall Contract Time.
- f. Cost information, broken down, including a proposal of the net change, if any in the Contract Sum.
- **g.** The Contractor's certification that the proposed Equal or Substitution conforms to requirements in the Contract Documents in every respect and is appropriate for the applications indicated.
- **h.** The Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of the failure of the Equal or Substitution to perform adequately.
- 3. Architect's Action: If necessary, the Architect will request additional information or documentation for evaluation within seven (7) days of receipt of the original request for equal or substitution request. The Architect will notify the Construction Administrator who will notify the Owner of recommended acceptance or rejection of the proposed equal or substitution, within fourteen (14) days of receipt of the request, or seven (7) days of receipt of additional information or documentation, whichever is later. The Construction Administrator will give final acceptance or rejection by the Owner not less than seven (7) days after notification.
  - a. Any request deemed an "Equal" and accepted by the Construction Administrator, Architect, Owner, and Agency will result in written notification to the Contractor and will <u>not</u> be in the form of a change order for an "Equal".
  - **b.** Any request deemed a "Substitution" and rejected or approved by Construction Administrator, Architect, and Owner may result in written notification to the Contractor and may be in the form of a change order if the "Substitution" is approved.

#### **PART 2 - PRODUCTS**

#### 2.1 EQUAL OR SUBSTITUTIONS

- A. Conditions: The Architect will consider the Contractor's request for Equal or Substitution of a product or method of construction when one or more of the following conditions are satisfied, as determined by the Architect. If the following conditions are not satisfied, the Architect will return the requests to the Construction Administrator without action except to record noncompliance with these requirements.
  - 1. The proposed request does not require extensive revisions to the Contract Documents.
  - 2. The proposed request is in accordance with the general intent of the Contract Documents.
  - 3. The proposed request is timely, fully documented, and/or properly submitted.
  - **4.** The proposed request can be provided within the Contract Time. However, the Architect will not consider the proposed request if it is a result of the Contractor's failure to pursue the Work promptly or coordinate activities properly.
  - 5. The proposed request will offer the Owner a substantial advantage, in cost, time, energy conservation, or other considerations, after deducting additional responsibilities the Owner must assume. However, if the proposed request requires the Owner to incur additional responsibilities, including but not limited to, additional compensation to the Architect for redesign and evaluation services, increased cost of other construction by the Owner or similar considerations, then the Owner will have just cause to reject the request for Equal or Substitution.
  - **6.** The proposed request can receive the necessary approvals, in a timely manner, required by governing authorities having jurisdiction.
  - The proposed request can be provided in a manner that is compatible with the Work as certified by the Contractor.
  - 8. The proposed request can be coordinated with the Work as certified by the Contractor.
  - The proposed request can uphold the warranties required by the Contract Documents as certified by the Contractor.

Page 3 of 5

**B.** The Contractor's submission and the Architect's review of Submittals, including but not limited to, Samples, Manufacturer's Data, Shop Drawings, or other such items, which are not clearly identified as a request for an Equal or Substitution, will not be considered or accepted as a valid request for an Equal or Substitution, nor does it constitute an approval.

**PART 3 - EXECUTION (Not Applicable)** 

END OF SECTION 01 25 00



7001 Equal or Substitute Product Request

Page 1 of 2
Request Phase: Pre-Bid Dost Bid Cee Article 15 Materials: Standards, General Conditions)
(If Pre-bid only) Current Bid Due Date: Request No.: Dated:
To: State of Connecticut DAS Project No.:  Department of Administrative Services,  Construction Services  Project Name / Location:
References: Specification(s): Section(s): Paragraph(s):
Drawing(s): Drawing(s) No(s): Detail(s) No(s):
Contractually Specified Product:
Contractor Proposed Product:
Proposed Product is: Equal: Substitute: Model No.:
IMPORTANT: See Attached Data For Both Specified And Proposed Products As Required By Article 15 General Conditions.
Data attached: Drawings: Product Data: Reports: Samples:
Tests: Other:
Reason(s) for not providing the Specified Product:
Similar Installation: Project Name: Architect's Name:
Project Location: Owner's Name:
Date Installed:

CT DAS - 7001 (Rev: 12.22.16)

7000 - Construction Phase Forms



7001 Equal or Substitute Product Request

Page 2 of 2
Will proposed substitution impact other parts of the Work?  No
Time?  No   Yes   By Number Of Calendar Days
Actual Dollar Savings to the State of Connecticut if substitution is accepted:
The Undersigned Certifies: That The Proposed Request For An Equal Or Substitute Product Conforms To All Of The Requirements Of Division 01 General Requirements, Section 01 25 00 Substitution Procedures.
Request Submitted By General Contractor / CMR:  (Firm's Typed Name)
By:
Contractor / CMR Send copies to : DAS PM: CA: CA:
Consultant's Request Received on (Date):  Consultant's Review – This Substitution Request is:  Approved:  Approved:  Approved as Noted:  Approved as Noted:  Consultant's Review – This Substitution Request is:  (Submittal(s) in accordance with Div. 01 General Requirements, Section 01 33 00 Submittal Procedures.)  (Submittals in accordance with Div. 01 General Requirements, Section 01 33 00 Submittal Procedures.)  Rejected:  Rejected:  Rejected:  Request Not Received Within Specified Time Period - Use Specified Materials.  Reviewed Issued By:  (Typed Name)  Title:
Signature: (Signature) (Date)
CONSULTANT Send copies to: DAS PM
If Approved: As noted by Consultant, DAS Chief Architect:  (Signature)  (Date)
Copies: Project File Red R2

END

CT DAS - 7001 (Rev: 12.22.16)

7000 - Construction Phase Forms

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#### **PART 1 - GENERAL**

#### 1.1 RELATED DOCUMENTS

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

## 1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements for handling and processing contract modifications.
- B. Related Sections: The following Sections contain requirements that relate to this Section:
  - Division 01 Section 01 20 00 "Contract Considerations" for administrative requirements governing use of Unit Prices.
  - Division 01 Section 01 25 00 "Substitution Procedures" for administrative procedures for handling requests for substitutions made after award of the Contract.
  - Division 01 Section 01 29 76 "Progress Payment Procedures" for administrative procedures governing Applications for Payment.
  - Division 01 Section 01 32 16.13 "CPM Schedules" for requirements for CPM scheduling and reporting progress of work.
  - Division 01 Section 01 33 00 "Submittal Procedures" for requirements for submittal of the Construction Progress Schedule or CPM Schedule.
  - 6. General Requirements "Article 13 Compensation for Changes in the Work".
- C. All Forms referenced in this Section are available for download from the DAS website (<a href="www.ct.gov/DAS">www.ct.gov/DAS</a>)> Doing Business With The State > State Building Construction > Publications and Forms > DAS Construction Services Library > 7000 Series Construction Phase Forms.

#### 1.3 REQUESTS FOR INFORMATION

- A. In the event that the Contractor or subcontractor, at any tier, determines that some portion of the drawings, specifications, or other contract documents requires clarification or interpretation by the Architect, the Contractor shall submit a "Request for Information" in writing to the Architect via the Construction Administrator. "Requests for Information" may only be submitted by the Contractor and shall only be submitted on the "Request for Information" forms as required by the Owner.
  - 1. In the "Request for Information", the Contractor shall clearly and concisely set forth the issue for which clarification or interpretation is sought and why a response is needed from the Architect.
  - 2. In the "Request for Information", the Contractor shall set forth an interpretation or understanding of the requirement along with reasons why such an understanding was reached.
  - The Owner acknowledges that this is a complex project. Based upon the owner's past experience with projects of similar complexity, the Owner anticipates that there will probably be some "Requests for Information" on this project.
  - 4. The Architect will review all "Requests for Information" to determine whether they are valid "Requests for Information". If it is determined that the document is not a valid "Request for Information", it will be returned to the Contractor, unreviewed as to content, for resubmittal on the proper form and in the proper manner.
  - 5. A "Request for Information Response" shall be issued within seven (7) days of receipt of the request from the Contractor unless the Owner determines that a longer time is necessary to provide an adequate response. If a longer time is determined necessary by the Owner, the Owner will, within seven (7) days of receipt of the request, notify the Contractor of the anticipated response time. If the Contractor submits a "Request for Information" on an activity with seven (7) days or less of float on the current project schedule, the Contractor shall not be entitled to any time extension due to the time it takes the Architect to respond to the request provided that the Architect responds within the seven (7) days set forth above.
  - 6. A "Request for Information Response" from Architect will not change any requirement of the Contract Documents. In the event the Contractor believes that the "Request for Information Response" will

cause a change to the requirements of the Contract Documents, the Contractor shall within five (5) days give written notice to the Construction Administrator stating that the Contractor believes the "Request for Information Response" will result in a "Change Order" and the Contractor intends to submit a "Change Order Proposal" request. Failure to give such written notice within five (5) days shall waive the Contractor's right to seek additional time or cost under the requirement these Requirements.

#### 1.4 MINOR CHANGES IN THE WORK

A. The Architect, through the Construction Administrator, will issue supplemental instructions authorizing minor changes in the Work, not involving adjustment to the Contract Sum or Contract Time, on the "Supplemental Instructions" form as required by the Owner.

### 1.5 PROPOSAL REQUEST

- A. Architect/Owner-Initiated Requests For Proposals: The Architect or Owner will issue a detailed description of proposed changes in the Work via the Construction Administrator that will require adjustment to the Contract Sum or Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications. Such requests shall be on a "Proposal Request" form as required by the Owner.
  - 1. "Proposal Request" is issued for information only. Do not consider them as an instruction either to stop work in progress or to execute the proposed change.
  - Within (14) days of receipt of a "Proposal Request", submit a "Change Order Proposal" with the required information necessary to execute the change to the Construction Administrator for the Architect's/Owner's review.
    - a. Include a list of quantities of products required and unit costs, with the total amount of purchases to be made. Where requested, furnish survey data to substantiate quantities.
    - b. Indicate applicable delivery charges, equipment rental, and amounts of trade discounts.
    - Include a statement indicating the effect the proposed change in the Work will have on the Contract Time.
    - d. The Agency is tax exempt. All Contractor and Subcontractor services provided under your Contract with the State of Connecticut may not be exempt from taxes. The Department of Revenue Services can guide you as to which services are exempt and which are not. Please contact the State of Connecticut, Department of Revenue Services at 1-800-382-9463 or 860-541-3280.
    - e. Dollar values shown on the Schedule of Values shall not be the governing (or deciding) final amounts for change orders involving either additional charges or deletions.

### 1.6 CHANGE ORDER PROPOSAL

- A. When either a "Request for Information" from the Contractor or a "Proposal Request" from the Architect or Owner results in conditions that may require modifications to the Contract, the Contractor may propose changes by submitting a request for a "Change Order Proposal" to the Architect via the Construction Administrator on forms as required by the Owner. These forms shall also include "Change Order Proposal Worksheets" as required by the Owner.
  - Include statements outlining the 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 Contract Time.
  - Include a list of quantities of products required and unit costs, with the total amount of purchases to be made. Where requested, furnish survey data to substantiate quantities as directed by Article 13 of the General Conditions of the Contract for Construction.
  - 3. Indicate applicable delivery charges, equipment rental, and amounts of trade discounts.
  - 4. Comply with requirements in Division 01 Section 01 25 00 "Substitution Procedures" if the proposed change requires an equal or substitution of one product or system for a product or system specified.
  - 5. The State of Connecticut construction contract has the following tax exemptions:
    - Purchasing of materials which will be physically incorporated and become a permanent part of the project.
    - b. Tools, supplies and equipment used in fulfilling the construction contract are not exempt.

- c. Services that are resold by the contractor are exempt, i.e. if a General Contractor hires a plumber, carpenter or electrician, a resale certificate may be issued to the subcontractor because these services are considered to be integral and inseparable component parts of the building contract
- B. "Change Order Request" Forms: Use "Change Order Proposal" and "Change Order Proposal Worksheets" forms as required by Owner.
- C. A "Change Order Proposal" cannot be submitted without either prior submission of a "Request for Information" from the Contractor or as a response to a "Proposal Request" submitted by the Architect or Owner.
- D. Any "Change Order Request" submitted without a prior submittal of a "Request for Information" or as a response to a "Proposal Request" will be immediately rejected and returned to the Contractor.
- E. Contractor shall respond to proposal requests within fourteen (14) calendar days. Contractor shall respond to requests for additional information or additional break downs within three (3) calendar days. Failure to respond within the prescribed time will result in the assumption of a zero cost change for added work or the value for added or deleted work will be determined by the Construction Administrator. The added or deleted work will become part of the Contractor's scope of work. Also, failure to respond to requests for proposals in the prescribed time will be grounds for Contractor caused delays. Proposed change orders shall be presented in accordance with the procedures outlined below. Allowable costs for change proposals, ticket work and allowance work shall be limited to the following:
  - 1. Costs of labor directly attributable to the change as described below under "labor rates".
  - Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed.
  - Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others.
  - Costs of premiums for all bonds and insurance, fees, permit fees and inspection fees related to the work.
  - 5. Additional costs of supervision and field personnel directly attributable to the change.
- F. All change proposals must be itemized completely including a complete breakdown of all material, labor, equipment and mark ups. Change proposals must be submitted on a form provided by or approved by the Construction Administrator. This form shall be used by all trade contractors and by all tiers of their subcontractors. Failure to submit change proposals on an approved form will result in an immediate rejection of the change proposal and possibly a delay notice. The detail shall include itemized material costs and quantities, labor costs with labor rates itemized as described below, subcontractor costs, equipment costs with equipment rates and overhead and profit. Subcontractor proposals and vendor quotes shall include the same detail. Labor Rates: Labor rates for change proposal pricing, time and material work and work performed under an allowance shall be the prevailing wage rate or, if applicable, the labor agreement rate for the applicable work classification with allowable additions as follows: Labor rates shall be limited to the base rate plus fringe benefits required by law or labor agreement, social security, old age and unemployment insurance (FICA,FUTA,SUTA, Medicare), general liability and workers' compensation insurance. No other add-ons will be allowed. Foreman's hours are limited to those hours directly attributable to the work involving the change, allowance or time and material ticket. For time and material tickets and allowance work include the name and work classification of all personnel listed. All trade contractors shall submit for approval, within fifteen (15) days of notification of contract award, itemized labor rates, as described above, for each applicable work classification. All labor rate disagreements will be resolved by utilizing the rates from the submitted certified payrolls. Equipment rental rates will be determined by local market rental rates. Equipment rental charges shall not exceed the market value of the equipment.
  - 1. <u>Electrical Changes</u> For electrical changes in the work the contractor or subcontractor shall use the lowest unit prices for productivity for "Daily Output" and "Labor Hours" utilized in the National Electrical Contractors Association (NECA) Manual of Labor Units, most current edition, for pricing indicated in Column 2 with no add-ons or additional burdens allowed. Additional drafting time for shop or coordination drawings will be permitted only if the proposed change represents substantial revisions to the system layout. For labor unit pricing utilize a sliding scale, a multiplier rate of 0.85 and 0.90 based on the total cost of the change excluding subcontractor costs. A change in the Electrical Work with a direct value between \$1 and \$10,000 shall use a multiplier rate of 0.90 and for a direct value greater than \$10,000 the multiplier rate shall be .85.

- 2. Mechanical and/or Plumbing Changes For mechanical and/or plumbing changes in the work the contractor or subcontractor shall use the lowest unit prices for Component Method for Output and Labor Hours utilized in the Mechanical Contractors Association of America (MCAA) Manual of Labor Units, most current edition. No Labor Correction Factor add-ons or additional burdens allowed. Additional drafting time for shop or coordination drawings will be permitted only if the proposed change represents substantial revisions to the system layout. For labor unit pricing utilize a sliding scale, a multiplier rate of 1.00 and 0.90 based on the total cost of the change excluding subcontractor costs. A change in the Mechanical Work with a direct value between \$1 and \$10,000 shall use a multiplier rate of 1.00 and for a direct value greater than \$10,000 the multiplier rate shall be 0.90.
- 3. All Changes Overhead and profit (O&P) shall include all costs for home office support, as built drawings, project management, estimating, safety, small tools, pick-up trucks, travel, on site (includes foreman's time unless the foreman is performing the task) and off site supervision. Foreman's hourly rates shall be set by the actual rate verified by certified payroll. Foreman's time cannot be added on to any change proposal or time and material ticket (including allowance work) and is chargeable only if the foreman is directly working on the change or time and material work (including allowance work). For projected changes, the foreman's hours shall not exceed ten percent (10%) of the total labor hours directly attributable to the change and shall be part of the hours attributable to the change. Allowable combined overhead and profit on self-performed trade contractor or self-performed subcontractor work is a sliding scales noted in the general conditions.

### 1.7 CONSTRUCTION CHANGE DIRECTIVE

- A. "Construction Change Directive": When the Owner and the Contractor disagree on the terms of a "Change Order Proposal" resulting from either a "Request for Information" or "Proposal Request", then the Architect through the Construction Administrator may issue a "Construction Change Directive" on a "Construction Change Directive" form as authorized by the Owner. The "Construction Change Directive" instructs the Contractor to proceed with a change in the Work, for subsequent inclusion in a "Change Order".
  - 1. The "Construction Change Directive" contains a complete description of the change in the Work. It also designates the method to be followed to determine change in the Contract Sum or Contract Time.
  - 2. Contractor must proceed with the Work once a "Construction Change Directive" is issued.
  - The change in the Contract Sum and Contract Time resulting from the issuance of a "Construction Change Directive" will be based on "Time & Material" or "Unit Prices".
  - 4. Issuance of "Construction Change Directive" does not guarantee payment for the Work described in the "Construction Change Directive".
- B. Documentation: The Contractor shall maintain detailed records on a time and material basis of work required by the "Construction Change Directive".
  - 1. After completion of the change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.
  - 2. The final value shall be negotiated based on the supporting data to determine the value of the work.

### 1.8 CHANGE ORDER PROCEDURES

A. Upon the Owner's approval of a Contractor's "Change Order Proposal", the Construction Administrator will issue a "Change Order" for signatures of the Architect, Owner and the Contractor on a "Change Order" form as required by the Owner.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01 26 00

#### **PART 1 - GENERAL**

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. This Section specifies procedures for preparation and submittal of the Contractor's Applications for Payment.
- B. Related Sections: The following Sections contain requirements that relate to this Section.
  - 1. Notice to Bidders: Article 10
  - General Conditions: Articles: 27 "Schedule of Values, Application for Payment"; 28 "Partial Payments"; 31 "Final Payment"; and 32 "Owner's Right to Withhold Payments".
  - Division 01 Section 01 32 16.13 "CPM Schedules" for requirements for CPM scheduling and reporting progress of work.
  - Division 01 Section 01 33 00 "Submittal Procedures".
  - 5. Division 01 Section 01 77 00 "Closeout Procedures" for requirements for Final Payment.

#### 1.3 SCHEDULE OF VALUES

- A. **Coordination:** Coordinate preparation of the "Schedule of Values" with preparation of the CPM Schedule or Construction Schedule. Use "Schedule of Values" form as required by the Owner
  - 1. Submit the "Schedule of Values" to the Construction Administrator at the earliest possible date but no later than **twenty-one (21)** days after Contract Start Date.
  - Sub-schedules: Where Work is separated into phases requiring separately phased payments, provide sub-schedules showing values correlated with each phase of payment.
- B. Format and Content: Use the Project Manual Table of Contents as a guide to establish the format for the "Schedule of Values". Provide at least one line item for each Specification Section on electronic media printout.
  - Identification: Project identification on the Schedule of Values shall include, but not be limited to, the following:
    - a. Owner
    - b. Project Number
    - c. Project Name
    - d. Project Location
    - e. Contractor's name and address.
  - 2. Arrange the "Schedule of Values" in tabular format as required by the Owner, containing separate columns including, but not limited to, the following Items:
    - a. Item Number.
    - b. Description of Work with Related Specification Section or Division Number.
    - c. Scheduled Values broken down by description number, type material, units of each material.
      - Include break down of General Condition requirements, i.e. bonds, insurance premiums, taxes, job mobilization, temporary facilities, field supervision and layout, operation and maintenance manuals, punch list activities, project record documents, demonstration and training, overhead, and profit as separate line items.
    - d. Name of subcontractor.
    - e. Name of manufacturer or fabricator.
    - f. Name of supplier.
    - g. Retainage.

#### h. Contract sum in sufficient detail.

- 3. Percentage of Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.
- 4. Provide a breakdown of the Contract Sum in sufficient detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with the Project Manual Table of Contents. Break principal subcontract amounts down into several line items. In addition, the following items listed below must be included.
  - a. Site Logistics Plan (01 29 76) a lump sum at 1/20 of one percent of the base bid total project cost at the time of submission of this plan.
  - b. Coordination Drawings (01 31 00) a lump sum of this cost for payment at the submittal of this product a minimum cost of 1/10<sup>th</sup> of one percent of the base bid total project cost or \$5,000 whichever is greater..
  - c **Submittal Schedule (01 33 00)** a lump sum payment calculated at 1/20<sup>th</sup> of 1% of the base bid total project cost upon receipt of the schedule
  - d. **Waste Collection & Cleaning (01 50 00)** a monthly cost. A minimum payment of \$1,000 to \$3,000 (based on size & complexity of the project) with forfeit of that monthly payment if not done.
  - e. **As-Built Updates (01 31 00)** a monthly cost, a minimum payment of \$1,000 with forfeit of that monthly payment if not done.
  - Start-up and Adjusting (01 75 00) a lump sum cost upon completion. (to be determined by PM with A/E & CA/CM advice)
  - g. **Schedule (01 32 16)** For the Base Schedule a lump sum payment or 40% of the total schedule budget, with the remainder paid on an even payment over the duration of the project.
  - h. **Schedule (01 32 16.13)** a lump sum payment upon receipt of the base line schedule. A payment of 40% of the total amount of the total cost which is to be calculated at 1/8<sup>th</sup> of one percent of the base bid total project cost. Monthly updates using the remainder of the cost divided evenly over the accepted schedule duration with a forfeit of the monthly payment of the update is not received on time.
    - Any forfeited amounts being withheld by the CA for non-performance will be adjusted at the final payment by a credit change order to the owner.
- 5. Round amounts to nearest whole dollar; the total shall equal the Contract Sum.
- Unit-Cost Allowances: Show the line-item value of unit-cost allowances, as a product of the unit cost, multiplied by the measured quantity. Estimate quantities from the best indication in the Contract Documents.
- 7. General Conditions: Show line items for indirect costs and margins on actual costs only when such items are listed individually in Applications for Payment. Each item in the Schedule of Values and Applications for Payment shall be complete. Include the total cost and proportionate share of general overhead and profit margin for each item.
  - a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the Schedule of Values or distributed as general overhead expense, at the Contractor's option.

# 1.4 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment shall be consistent with previous applications and payments as certified by the Architect and Construction Administrator and paid for by the Owner.
  - 1. The initial "Application for Payment", the "Application for Payment" at time of "Substantial Completion", and the final "Application for Payment", involve additional requirements.
- B. Payment-Application Terms: The Owner will process monthly progress payments. The Contractor may submit applications for payment on a monthly basis.
- C. Payment-Application Forms: Use the "Application for Payment" form as required by the Owner. Present the required information on electronic media printout or Owner approved form; multiple pages should be used if required.
  - 1. For each item, provide a column including but not limited to the following items:
    - a. Item Number.

- b. Description of Work and Related Specification Section or Division.
- c. Scheduled Value, break down by units of material and units of labor.
- d. Work Completed from previous application.
- e. Work Completed this period.
- Materials presently stored.
- g. Total Completed and stored to date of application.
- h. Percentage of Completion.
- i. Balance to Finish.
- Retainage.
- D. **Application Preparation:** Complete every entry on the Application form. At the time of Final Payment only, include an executed Application form by a person authorized to sign legal documents on behalf of the Contractor. The Construction Administrator will return incomplete Applications without action.
  - 1. Entries shall match data on the "Schedule of Values".
  - Include amounts of Change Orders issued prior to the last day of the construction period covered by the application.
- E. **Transmittal**: Except for final payment, submit to the Construction Administrator by a method ensuring receipt within forty-eight (48) hours. One (1) complete, signed and notarized original of each Application for Payment, including lien waivers and similar attachments when required, along with six (6) copies. For Final Payment, nine (9) complete, signed and notarized copies shall be submitted.
  - 1. Transmit each copy with a transmittal form listing attachments and recording appropriate information related to the application, in a manner acceptable to the Architect.
- F. **Applications for Payment**: Administrative actions and submittals, that must precede or coincide with submittal of the first Application for Payment and all subsequent Application for Payments including, but not limited to, the following items:
  - 1. List of subcontractors and suppliers' name, FEIN/Social Security numbers, and Connecticut Tax Registration Numbers.
  - 2. List of principal suppliers and fabricators.
  - 3. Schedule of Values.
  - 4. Contractor's Construction Schedule (preliminary if not final).
  - 5. Schedule of principal products.
  - 6. Submittal Schedule (preliminary if not final).
  - 7. List of Contractor's staff assignments.
  - 8. List of Contractor's principal consultants.
  - 9. Copies of all applicable permits.
  - 10. Copies of authorizations and licenses from governing authorities for performance of the Work.
  - 11. Proof that subcontractors have been paid amounts included on the Contractor's Application for Payment within thirty (30) days after the Owner has paid the Contractor for the particular Application for Payment in accordance with Connecticut General Statute § 49-41a (a)(1).
  - 12. Releases of Lien from subcontractors with amounts included on the Contractor's Application for Payment when Contractor has been paid by the Owner for the particular Application for Payment but the subcontractors have not been paid.
  - 13. Proof that as-built documents are updated as required by Section 01 77 00 "Closeout Procedures.
  - 14. Initial as-built survey and damage report, if required.
  - 15. Update the "Contractor's Master Subcontract Agreement List" and submit copies all recently executed Subcontract Agreements in accordance with CGS § 4b-96.

15.1. The "Contractor's Master Subcontract Agreement List" shall list all Subcontract Agreements in order of Contract Sum magnitude (from high to low) in the following format:

Contractor's Master Subcontract Agreement List				
Subcontractor Name	Minority Or Small Business Designation	Trade	Address	Contract Sum

16. In accordance with CGS § 42-158j (b):

Each payment requisition submitted shall include a statement showing the status of all pending construction change orders, other pending change directives and approved changes to the original contract or subcontract. Such statement shall identify the pending construction change orders and other pending change directives, and shall include the date such change orders and directives were initiated, the costs associated with their performance and a description of any work completed. As used in this section, "pending construction change order" or "other pending change directive" means an authorized directive for extra work that has been issued to a contractor or a subcontractor and identified by an official Change Order Number or Construction Change Directive Number assigned by the State of Connecticut.

- G. Application for Payment at Substantial Completion: Following issuance of the Certificate of Substantial Completion submit an Application for Payment form; use the form as required by the Owner. Present the required information on electronic media printout as applicable that include, but are not limited, to the following:
  - This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
  - Administrative actions and submittals that shall precede or coincide with this application include, but are not limited to, the following:
    - **2.1** Occupancy permits and similar approvals.
    - **2.2** Warranties (guarantees) and maintenance agreements.
    - **2.3** Test/adjust/balance records.
    - 2.4 Maintenance instructions.
    - **2.5** Meter readings.
    - **2.6** Startup performance reports.
    - 2.7 Changeover information related to Owner's occupancy, use, operation, and maintenance.
    - **2.8** Final cleaning.
    - **2.9** Application for reduction of retainage and consent of surety.
    - **2.10** Advice on shifting insurance coverage.
    - **2.11** Final progress photographs.
    - 2.12 List of incomplete Work, recognized as exceptions to Architect's Certificate of Substantial Completion.
- H. **Final Payment Application:** Administrative actions and submittals that must precede or coincide with submittal of the final Application for Payment include, but are not limited, to the following:
  - Completion of Project Closeout requirements.
  - 2. Completion of list of items remaining to be completed as indicated on the attachment to the Certificate of Substantial Completion.
  - 3. Ensure that unsettled claims will be settled.
  - Ensure that incomplete Work is not accepted and will be completed in accordance with a schedule prepared by the Contractor which is acceptable to the Owner.
  - 5. Transmittal of required Project construction records to the Owner (including as-built documents specified in Section 01 77 00 "Closeout Procedures").
  - Certified property survey.

- 7. Proof that taxes, fees, and similar obligations were paid.
- 8. Removal of temporary facilities and services.
- 9. Removal of surplus materials, rubbish, and similar elements (Reference Section 01 74 19 "Construction Waste Management & Disposal").
- 10. Change of door locks to Owner's access.
- 11. The requirements of the General Conditions and Supplementary Conditions for Final Acceptance, Final Completion, Final Inspection, and Final Payment.
- 12. Asbestos, lead or other hazardous material manifests.
- 13. Completion of "Building Contractor Reporting Form" as supplied by Department of Construction Services, for all Contractors, Subcontractors, Vendors, Suppliers, etc. who work on the Contract. The form includes the following information:
  - a. Contractor/Subcontractor name.
  - b. FEIN/Social Security Numbers
  - c. Connecticut Tax Registration Numbers
  - d. Type of work
  - e. Name of business and address
  - f. Remittance address.

# PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01 29 76

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# **PART 1 - GENERAL**

# 1.1 RELATED DOCUMENTS

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

### 1.2 SUMMARY

- A. This Section includes administrative and supervisory requirements necessary for coordinating construction operations including, but not necessarily limited to, the following:
  - 1. General project coordination procedures.
  - 2. Conservation.
  - 3. Coordination Drawings, including Site Logistics Plans.
  - 4. Administrative and supervisory personnel.
  - 5. Cleaning and protection.
- B. Related Sections: The following Sections contain requirements that relate to this Section:
  - 1. Division 01 Section 01 29 76 "Progress Payment Procedures" for Schedule of Values items
  - Division 01 Section 01 31 19 "Project Meetings" for progress meetings, coordination meetings, and preinstallation conferences.
  - 3. Division 01 Section 01 32 16.13 "CPM Schedules" for requirements for CPM scheduling and reporting progress of work.
  - 4. Division 01 Section 01 50 00 "Temporary Facilities and Controls".
  - 5. Division 01 Section 01 60 00 "Product Requirements" for coordinating general installation.
  - 7. Division 01 Section 01 77 00 "Closeout Procedures" for coordinating contract closeout.
  - 8. Division 01 Section 01 91 00 "Commissioning" defines the commissioning process.

# 1.3 CONSTRUCTION ADMINISTRATOR

## A. Construction Administrator:

1. The Construction Administrator is identified in Division 01 Section 01 11 00 "Summary of Work".

### 2. Construction Mobilization:

- a. Cooperate with the Construction Administrator in the allocation of mobilization areas of the site, for field offices and sheds, for agency facility access, traffic, and parking facilities.
- b. During Construction, coordinate use of site and facilities through the Construction Administrator.
- c. Comply with Construction Administrator's procedures for intra-project communications; submittals, reports and records, schedules, coordination drawings, and recommendations; and resolution of ambiguities and conflicts.
- d. Comply with instructions of the Construction Administrator for use of temporary utilities and construction facilities.

## 1.4 COORDINATION

- A. Coordinate construction operations included in various Sections of these Specifications to assure efficient and orderly installation of each part of the Work. Coordinate construction operations included under different Sections that depend on each other for proper installation, connection, and operation.
  - 1. Schedule construction operations in the sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
  - 2. Coordinate installation of different components to assure maximum accessibility for required maintenance, service, and repair.
  - 3. Make provisions to accommodate items scheduled for later installation.

- B. Where necessary, prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and attendance at meetings.
  - 1. Prepare similar memoranda for the Construction Administrator, Owner and separate contractors where coordination of their work is required.
- C. **Administrative Procedures:** Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and assure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
  - 1. Preparation of schedules.
  - 2. Installation and removal of temporary facilities.
  - 3. Delivery and processing of submittals.
  - 4. Progress meetings.
  - 5. Project closeout activities.
  - 6. As-Builts coordinate monthly meetings to assure up-dates being performed

#### 1.5 SUBMITTALS

- A. **Coordination Drawings:** Prepare coordination drawings to complete detailed coordination of systems and components and to integrate information about fabrication and installation.
  - Thoroughly prepare coordination drawings, as further stipulated in Part 3 "Execution", reviewing all
    contract documents and consulting with all entities contributing to or involved with each portion of the
    work under consideration.
    - a. Show the relationship of all components shown on any separate Shop Drawings.
    - b. Indicate required desired installation sequences.
    - c. Comply with requirements contained in Division 01 Section 01 33 00 "Submittal Procedures".
  - Prepare coordination drawings for installation of all products and materials fabricated by separate entities.
  - Prepare coordination drawings where limited space availability necessitates maximum utilization of space for efficient installation of different components, including but not limited to: all ceiling and roof cavities in all areas; all electrical, telecommunications and mechanical rooms; and all such other conditions required to coordinate the work.
  - 4. Prepare a Site Logistics Plan(s) showing: The entire project area and limits; all routes into and out of site; all staging and stockpiling and lay-down areas; all aspects of phasing/staging; all parking, paving and fencing; and all specific provisions to satisfy requirements of Division 01 Sections, including but not limited to Field Engineering and Temporary Facilities and Controls. The Site Logistics Plan shall coincide with and complement the general staging plans and site plans outlined in the contract bidding documents. It is intended that the General Contractor shall present this refined plan for approval by the Construction Administrator. The fencing shown on this plan is required for all phases. Exact placement and timing of installations and removals will be reviewed and approved by the Construction Administrator prior to implementation. An additional allotment of various fencing is specified in Division 32, which the Contractor shall provide, install, and relocate at various intervals, for installation and removal by the General Contractor per the direction of the project's Construction Administrator. This staging and logistics plan will require refinement and change for each phase/stage of the project. The Site Logistics Plan(s) shall be drawn at a scale no smaller than 1"=40 and shall be submitted as stipulated in Division 01 Section 01 29 76 "Progress Payment Procedures", but in no case later than (30) days after Notice to Proceed.
  - 5. Prepare coordination drawings showing locations of surface recesses and voids, as well as offsets and breaks, requiring filling and/or feathering, both those initially visible and those discovered during the course of work. Review with Owner and Architect to obtain direction for filling and feathering. Revise drawing(s) to record directions for same for field and record purposes.
- B. **Staff Names:** Prior to the contract start date, submit a list of the Contractor's principal staff assignments, including the superintendent, project safety officer, and other personnel in attendance at the Project Site. Identify individuals and their duties and responsibilities. List their addresses and telephone numbers.
  - 1. Post copies of the list in the Project meeting room, the temporary field office, and at each temporary telephone.

Provide resumes of each staff member proposed for the Project. This shall include the Project Manager, Project Superintendent and Safety Officer.

# PART 2 - PRODUCTS (Not Applicable)

# **PART 3 - EXECUTION**

#### 3.1 GENERAL COORDINATION PROVISIONS

- A. Inspection of Conditions: Require the Installer of each major component to inspect both the substrate and conditions under which Work is to be performed and coordinate such inspections with the Construction Administrator and authorities having jurisdictions. If unsatisfactory conditions exist notify the Construction Administrator immediately. Do not proceed until unsatisfactory conditions have been corrected in an acceptable manner.
- B. The Contractor shall coordinate temporary enclosures with required inspections and tests to minimize the necessity of uncovering completed construction for that purpose.
- C. Coordination Drawings: Before construction work can begin, the Contractor shall submit to the Architect coordination drawings in the form of (a) reproducible (vellum) transparencies at not less than 1/4-inch scale and (b) CAD files of the coordination drawings on CDROM. Such drawings will be required throughout all areas for trades as described below. These drawings shall show resolutions of trade conflicts in congested areas. The Architect will supply base drawings (with the title blocks removed), including floor plans, reflected ceiling plans, and structural framing plans, in the form of electronic CAD files on CDROM, using the AutoCAD release edition specified with the files, to the General Contractor for distribution to the trades for use in developing the coordination drawings. Each trade contractor shall create separate layers within the CAD files to show the work of their trade. Prepare coordination drawings as follows:
  - 1. The HVAC subcontractor shall initiate 1/4-inch scale drawings done on AutoCAD (latest version) showing ducts and piping in plan and section. Sheet metal shop drawings must be approved prior to starting coordination drawings.
  - The Sprinkler subcontractor shall then add layers to superimpose his piping layout on the coordination drawings.
  - 3. The Electrical subcontractor shall then add layers to superimpose all the electrical information on the coordination drawings. Said information is to include but not necessarily be limited to cable trays, equipment, lighting, conduits, bus duct, etc. Show space allowances reserved for work under other contracts, such as audio-visual wiring and equipment.
  - 4. The Plumbing subcontractor shall then add layers to complete the coordination drawing by drawing his piping (including pitch) on the coordination drawings.
  - Contractors for specialties, furnishings, equipment and special construction shall add layers to show their work to assure full coordination of all systems.
  - The Construction Administrator shall review the completed coordination drawings for general compliance and then submit them to the Architect for his review. All subcontractors shall rework the drawings until all systems are properly coordinated.
  - 7. The Ceiling subcontractor shall utilize the drawings to prepare acoustic panel ceiling drawings and any other suspended ceiling drawings, and shall indicate areas of conflict with the work of other trades by drafting the location of grids, panels and tiles.
  - 8. The General Construction Contractor shall indicate Architectural/Structural conflicts or obstacles and coordinate to suit the overall construction schedule. The General Construction Contractor shall locate all precut and prefabricated holes and openings in structural steel on the CAD coordination drawing files as required for HVAC, plumbing, fire protection and electrical work. The Contractor shall coordinate these holes and openings with the structural steel fabricator during the structural steel shop drawing development phase. Coordination to take place on schedule so as to permit shop fabrication of all structural steel holes and openings. The Owner will not be held responsible for the costs associated with field fabrication of structural openings resulting from the lack of timely and thorough coordination.
  - 9. The General Construction Contractor shall expedite all drawing work and coordinate to suit the construction schedule. The General Construction Contractor shall then review these drawings and compare them with the Architectural, Structural, Equipment, and other drawings and determine that all of the work can be installed without undue interference. Prior to the submittal to the Architect, areas of

potential conflict shall be brought to the attention of the General Construction Contractor who shall convene a coordination meeting of all parties involved, for the purpose of resolving all utility conflicts. The General Construction Contractor shall supervise and direct corrective measures and have all trades sign acceptance of the drawings. Submit four (4) hard copies of each drawing to the Architect and two (2) copies to the Construction Administrator for the record, and only after all conflicts have been accommodated.

- 10. If the coordination meeting fails to resolve coordination conflicts, the General Construction Contractor shall indicate the nature of such conflicts in a detailed RFI, proposing the most economical solution.
- 11. The General Construction Contractor shall not permit work by trades to proceed in a given bay or area until all trade foremen agree on the exact arrangements for each room or area. If a given trade proceeds prior to trades approval, then if necessary, that trade shall revise their work, if necessary, at no extra cost, in order to permit other trades to proceed.
- 12. Submit all coordination drawings on CD-ROM, in addition to hard copy.
- D. The Construction Administrator will meet with the General Construction Contractor on all major items of coordination.

### 3.2 CLEANING AND PROTECTION

- A. Clean and protect construction in progress and adjoining materials in place, during handling and installation. Apply protective covering, where required, to assure protection from damage or deterioration.
- B. Clean and provide maintenance on completed construction as construction per manufacturers requirements through the remainder of the construction period. Adjust and lubricate operable components to assure operability without damaging effects.
- C. 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. Where applicable, such exposures include, but are not limited to, the following:
  - 1. Excessive static or dynamic loading.
  - 2. Excessive internal or external pressures.
  - 3. Excessively high or low temperatures.
  - 4. Thermal shock.
  - 5. Excessively high or low humidity.
  - 6. Air contamination or pollution.
  - 7. Water or ice.
  - 8. Solvents.
  - 9. Chemicals.
  - 10. Light.
  - 11. Radiation.
  - 12. Puncture.
  - 13. Abrasion.
  - 14. Heavy traffic.
  - 15. Soiling, staining, and corrosion.
  - 16. Bacteria.
  - 17. Rodent and insect infestation.
  - 18. Combustion.
  - 19. Electrical current.
  - 20. High-speed operation.
  - 21. Improper lubrication.
  - 22. Unusual wear or other misuse.
  - 23. Contact between incompatible materials.
  - 24. Destructive testing.

PAGE 5 OF 5

- 25. Misalignment.
- 26. Excessive weathering.
- 27. Unprotected storage.
- 28. Improper shipping or handling.
- 29. Theft.
- 30. Vandalism.

# PART 2 - PRODUCTS (Not Applicable)

# PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01 31 00

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# **PART 1 - GENERAL**

### 1.1 RELATED DOCUMENTS

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

### 1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements for project meetings, including, but not limited to, the following:
  - 1. Start Date meeting (establishes start date)
  - 2. Pre-construction conferences.
  - 3. Pre-installation conferences.
  - 4. Progress meetings.
  - 5. Safety
  - 6. Coordination
  - 7. As-built drawings review
  - 8. And as required
- B. Related Sections: The following Sections contain requirements that relate to this Section:
  - 1. Division 01 Section 01 31 00 "Project Management and Coordination" for procedures for coordinating project meetings with other construction activities.
  - 2. Division 01 Section 01 32 16 "Construction Progress Schedules" for requirements for construction scheduling and reporting progress of work.
  - 3. Division 01 Section 01 33 00 "Submittal Procedures" for submitting the Construction Schedule.
  - 4. Division 01 Section 01 35 26 "Government Safety Requirements specifies the requirements for safety plans, reports, and investigation submittals.

### 1.3 PRE-CONSTRUCTION CONFERENCE

- A. The Contractor will attend a pre-construction conference before starting construction, as scheduled by the Construction Administrator convenient to the Owner, the Construction Administrator, Architect, and Contractor. This meeting will take place at least fourteen (14) days prior to official Start Date. Hold the conference at the Project Site or another convenient location as directed by the Construction Administrator. The Construction Administrator shall conduct the Pre-construction Conference to review the Contractor and Subcontractor responsibilities and personnel assignments.
- B. **Attendees:** Authorized representatives of the Construction Administrator, Owner, Architect, and their consultants; the Contractor and its superintendent; major subcontractors; agency; and other concerned parties shall attend the conference. All participants at the conference shall be familiar with the Project and authorized to conclude matters relating to the Work.
- C. Agenda: Discuss items of significance that could affect progress, including the following:
  - 1. Tentative construction schedule.
  - 2. Critical work sequencing.
  - 3. Progress meeting schedule.
  - 4. Designation of responsible personnel.
  - 5. Procedures for processing field decisions and Change Orders.
  - 6. Procedures for processing Applications for Payment.
  - 7. Distribution of Contract Documents.
  - 8. Submittal of Shop Drawings, Product Data, and Samples.
  - 9. Preparation of record documents.

- 10. Use of the premises.
- 11. Parking availability.
- 12. Office, work, and storage areas.
- 13. Equipment deliveries and priorities.
- 14. Safety procedures.
- 15. First aid.
- 16. Security.
- 17. Housekeeping.
- 18. Working hours.
- 19. Coordination with Audio Visual and Telecommunications.

#### 1.4 PRE-INSTALLATION/CONSTRUCTION CONFERENCES

- A. The Contractor will schedule a pre-installation conference(s) at the Project Site before each construction activity that requires coordination with other construction. The Contractor shall be responsible to notify in writing the Construction Administrator and the appropriate Subcontractor(s), etc., of the date and time of all Pre-installation/Construction Conferences. Notification shall be at least seven (7) days, prior to the Conference. The Contractor shall be responsible for coordination and attendance of all Subcontractors, etc., involved in or affected by the installation for all Pre-installation/Construction Conferences.
- B. **Attendees:** The Construction Administrator, Contractor, Subcontractors, Owner and Architect, the 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. The Contractor shall advise all attendees of the scheduled Pre-installation/Construction Conferences dates.
- C. Review the progress of other construction activities and preparations for the particular activity under consideration at each Pre-installation/Construction Conference, including but not limited to the following requirements:
  - 1. Contract Documents.
  - 2. Options.
  - 3. Related Change Orders.
  - 4. Purchases.
  - Deliveries.
  - 6. Shop Drawings, Product Data, and quality-control samples.
  - 7. Review of mockups.
  - 8. Possible conflicts.
  - 9. Compatibility problems.
  - 10. Time schedules.
  - 11. Weather limitations.
  - 12. Manufacturer's recommendations.
  - 13. Warranty requirements.
  - 14. Compatibility of materials.
  - 15. Acceptability of substrates.
  - 16. Temporary facilities.
  - 17. Space and access limitations.
  - 18. Governing regulations.
  - 19. Safety.
  - 20. Inspecting and testing requirements.
  - 21. Required performance results.

- 22. Recording requirements.
- 23. Protection.
- D. The Construction Administrator will record significant discussions and agreements and disagreements of each Pre-installation/Construction Conference, and the approved schedule. The Construction Administrator will promptly distribute the record of the Pre-installation/Construction Conference to all attendees.
- E. The Contractor shall not proceed with the installation/construction if the conference cannot be successfully concluded. The Contractor shall be responsible to initiate whatever actions are necessary to resolve impediments to performance of Work and schedule and reconvene another Pre-installation/Construction Conference at the earliest feasible date. Failure of the contractor to resolve impediments to the performance of the work will not result in an extension of days.

# 1.5 PROGRESS MEETINGS

- A. The Construction Administrator will conduct progress meetings, bi-weekly, at the Project Site or at regular intervals as agreed upon at the Pre-construction Conference. The Construction Administrator will notify the Owner, the Architect, and the Contractor of the scheduled Progress Meeting dates. Coordinate dates of Progress Meetings with preparation of Application for Payment requests.
- B. Attendees: In addition to representatives of the Contractor, Construction Administrator, Owner and the Architect, subcontractor, supplier, or other entity concerned with current progress or involved in planning, coordination, or performance of future activities may be requested to attend these meetings on an as needed basis. All participants at the meeting shall be familiar with the Project and authorized to conclude matters relating to the Work. The Contractor shall include the site superintendent as a minimum.
- C. Agenda: Progress Meetings shall review and correct or approve minutes of the previous Progress Meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to the status of the Project.
  - 1. Construction Schedule or CPM Schedule: Review progress since the last Progress Meeting. Determine where each activity is in relation to the required Contractor's "Construction Schedule" or "CPM Schedule" and whether each activity is on time or ahead or behind Schedule. Determine how Work that is behind Schedule will be expedited; secure commitments from parties involved to do so. Discuss whether Schedule revisions are required to insure that current and subsequent activities will be completed within the Contract Time.
  - 2. Review the present and future needs of each entity present, including the following:
    - a. Interface requirements.
    - b. Time.
    - c. Sequences.
    - d. Status of submittals.
    - e. Deliveries.
    - f. Off-site fabrication problems.
    - g. Access.
    - h. Site utilization.
    - i. Temporary facilities and services.
    - j. Hours of work.
    - k. Hazards and risks.
    - Housekeeping.
    - m. Quality and work standards.
    - n. Change Orders.
    - o. Documentation of information for payment requests.
- D. **Reporting:** The Construction Administrator will distribute minutes of the meeting to each party present, promptly and before the next scheduled meeting, and to parties who should have been present.

PAGE 4 OF 4

# 1.6 SUBCONTRACTOR/COORDINATION/SAFETY MEETINGS

- A. The Contractor shall conduct Subcontractor/coordination meetings.
- B. The Contractor shall conduct a separate safety meeting after the safety plan is submitted. The Contractor shall take meeting minutes. These minutes shall be made available upon request. The Contractor shall notify the Construction Administrator of the times and dates of these meetings, who may elect to attend these meetings as an observer when necessary. A minimum of one safety meeting will be held per month.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01 31 19

### **PART 1 - GENERAL**

# 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for the preparation, submittal, and maintenance of the Contractor's computerized progress schedule, reporting progress of the Work, and Contract time adjustments, including the following:
  - 1. Preliminary schedule.
  - 2. Baseline schedule.
  - 3. Two (2) week look ahead schedules.
  - 4. Schedule revisions.
  - 5. Recovery schedules.
  - 6. Narratives.
  - 7. Schedule time extensions.
- B. The above listed Project schedules shall be used for evaluating all issues related to time for this Contract. The Project schedules shall be updated in accordance with the requirements of this Section to reflect the actual progress of the Work and the Contractor's current plan for the timely completion of the Work. The Project schedules shall be used by the Owner and Contractor for the following purposes as well as any other purpose where the issue of time is relevant:
  - 1. To communicate to the Owner the Contractor's current plan for carrying out the Work;
  - 2. To identify work paths that are critical to the timely completion of the Work;
  - 3. To identify upcoming activities on the Critical Path(s);
  - 4. To evaluate the best course of action for mitigating the impact of unforeseen events;
  - 5. As the basis for analyzing the time impact of changes in the Work;
  - 6. As a reference in determining the cost associated with increases or decreases in the Work;
  - 7. To identify when submittals will be submitted to the Owner;
  - 8. To prioritize the Owner's review of submittals;
  - 9. To document the actual progress of the Work;
  - 10. To evaluate resource requirements of the Contractor and the Owner;
  - 11. To integrate the Work with the operational requirements of the Owner's facilities;
  - 12. To facilitate efforts to complete the Work in a timely manner.
  - 13. To document the history of the Work.
- B. Refer to the General Conditions and the Agreement for definitions and specific dates of Contract Time.
- C. Related Sections: The following Sections contain requirements that relate to this Section:
  - Division 01 Section 01 11 00 "Summary of Work" specifies the scope of work for the various phases, requirements regarding the Contractor's use of premises, occupancy requirements, products ordered in advance, and Owner furnished products.
  - 2. Division 01 Section 01 25 00 "Substitution Procedures" specifies requirements for handling requests for equals and substitutions.
  - 3. Division 01 Section 01 26 00 "Contract Modification Procedures" specifies requirements for handling and processing contract modifications.
  - 4. Division 01 Section 01 29 76 "Progress Payment Procedures" specifies requirements for submitting Schedule of Values and Application for Payments.
  - Division 01 Section 01 31 00 "Project Management and Coordination" specifies requirements for coordinating construction operations.

- 6. Division 01 Section 01 31 19 "Project Meetings" specifies requirements for submitting and distributing meeting and conference minutes.
- 7. Division 01 Section 01 33 00 "Submittal Procedures" specifies requirements for submitting the monthly computerized progress schedule.
- Division 01 Section 01 45 00 "Quality Control" specifies requirements for submitting inspection and test reports.
- 9. Division 01 Section 01 50 00 "Temporary Facilities and Controls" specifies requirements for temporary utilities, support facilities, and security protection.
- 10. Division 01 Section 01 60 00 "Product Requirements" specifies requirements for submitting the list of products.
- 11. Division 01 Section 01 77 00 "Closeout Procedures" specifies requirements for Contract closeout.

# 1.3 DEFINITIONS

- A. **Critical Path Method (CPM):** A method of planning and scheduling a construction project where activities are arranged based on activity relationships and network calculations determine when activities can be performed and the critical path of the Project.
- B. **Critical Path**: The longest continuous chain of activities through the network at a given data date for the Schedule to a Contract Milestone or Contract Completion. Where the path to a specific Milestone has become negative, the Critical Path shall be the longest continuous chain of activities with the greatest amount of negative float.
- C. Near Critical Path: Any continuous series of activities through the network to the Contract Milestone or the Contract Completion Date where the Total Float of the activity at the data date along that path is within fifteen (15) days of the Total Float possessed by the activity at the data date along the Critical Path.
- D. **Network Diagram:** A graphic diagram of a network schedule, showing the activities and activity relationships.
- E. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction project. Activities included in a construction schedule consume time and resources.
  - 1. Critical activities are activities on the critical path.
  - 2. Predecessor activity is an activity that must be completed before a given activity can be started.
- F. **Event:** An event is the starting or ending point of an activity.
- G. **Milestone:** A key or critical point in time for reference or measurement.
- H. Float: Is the measure of leeway in activity performance. Accumulative float time belongs to the Owner.
  - 1. Free float is the amount of time an activity can be delayed without adversely affecting the early start of the following activity.
  - Total float is the measure of leeway in starting or completing an activity without adversely affecting the planned project completion date.
- I. Total Float: The number of days from the late finish date (LF) to the early finish date (EF) of an activity at a given data date for the Schedule. When the LF is later than the EF, the Total Float shall be positive. When the LF and the EF are the same, the Total Float shall be zero. When the LF is earlier than the EF, the Total Float shall be negative. Unless otherwise specified all references to "float" shall mean "Total Float."
- J. Fragnet: The sequence of new activities and/or activity revisions, logic or resource changes that are proposed to be added to the existing schedule to demonstrate the influence of impacts to the schedule. The Fragnet shall identify the predecessors to the new activities and demonstrate the impacts to successor activities.

#### 1.4 QUALITY ASSURANCE

# A. Construction Scheduler:

1. The Contractor is required to employ or retain the services of an individual skilled in construction scheduling ("Construction Scheduler"). For projects with a Contract value greater than five (5) million dollars, the Construction Scheduler shall have at least five (5) years of verifiable experience as the person primarily responsible for preparing and maintaining detailed project schedules on projects of the

- same or similar size and nature as this project. The Construction Scheduler is required to attend meetings pertaining to scheduling and progress of the work including all progress meetings.
- 2. Within five (5) days after the Notice of Award, the Contractor shall provide a statement to the Owner with the following:
  - Identification, qualifications, and experience of the Contractor's Construction Scheduler and all other members of the Contractor's scheduling staff.
  - b. References of not less than two (2) previous projects on which the Contractor's Construction Scheduler has utilized CPM scheduling.
- 3. The Owner reserves the right to disapprove any Construction Scheduler candidate proposed for the project and/or remove, without rights to work on the project, any member of the Contractor's scheduling staff that is, in the Owner's opinion, not qualified. In case of disapproval, the Contractor shall resubmit the qualifications and references of the proposed alternate Construction Scheduler within ten (10) days. The Contractor must have its Construction Scheduler approved prior to the issuance of the Notice to Proceed and the submission of any schedule.
- 4. Should the Construction Scheduler leave the employ of the Contractor or be re-assigned or relieved of his/her responsibilities as the Construction Scheduler on the project, the Contractor will be required to submit the qualifications of the proposed replacement Construction Scheduler within ten (10) days after the date the former Construction Scheduler is no longer responsible for his/her duties on this Project.

## B. Scheduling Software:

- 1. For Contracts greater than five (5) million dollars, the Contractor shall use the latest version of Primavera Project Planner as the scheduling software system for use on this Project.
- The Contractor shall provide one (1) licensed copy of the scheduling software to the Owner's CA for their use, registered in the Owner's name, complete with the entire manufacturer's manual, within five (5) days after the Contract award. The software manuals and license shall become the permanent property of the Owner.

# 1.5 CPM SCHEDULE FORMAT/CONTENT

- A. **Format:** All Schedules required by this section shall be computer generated, critical path method (CPM) networks utilizing the precedence diagram method of scheduling.
- B. **Electronic Schedule Naming:** The Contractor shall not submit any two (2) schedule files with the same file name. File names shall be in accordance with the following requirements:
  - 1. Proposed/Final Preliminary Schedules shall be named P001, P002, P003, etc.
  - 2. Proposed/Final Baseline Schedules shall be named B001, B002, B003, etc.
  - 3. Final Updated Schedules shall be named U001, U002, U003, etc. Any revisions that are required at a particular update on a data date shall be numbered UA01, UB01, UC01, etc.
- C. Activity Identification: Each activity in the Project schedules shall have an activity Identifier (activity ID). The Contractor is encouraged to utilize the activity ID to contain a structure enabling easy identification of work type, location, subcontractor, etc. The activity ID of an existing activity shall not be modified or assigned to another activity.
- D. **Activity Description:** The activity description shall identify the scope of the activity and shall include a verb or work function (i.e. form, pour, execute, etc.), an object (i.e. slab, footing, wall, etc.), and location (i.e., first floor, roof, etc.). There shall not be any two activities with the same activity description. It shall not be necessary to investigate activity code assignments or logic relationships to identify the scope of an activity. For example, the description "Pour Footing" will not be acceptable. The description "Pour Footing West Wall, Section 2" will be acceptable. The terms "Miscellaneous," "Misc." and other vague adjectives shall not be used in an activity description. The Contractor shall standardize the use of terms and their spelling in all activity descriptions. Abbreviation used in activity descriptions shall be consistent with the abbreviations used throughout the Contract Documents and summarized on the Contract Drawings.
- E. Work Activities: The Contractor shall include activities for work in the following list:
  - 1. Mobilization.
  - 2. All required submittals and submittal review.
  - 3. Equipment and materials procurement/fabrication/delivery.
  - 4. Installing/operating temporary heat and utilities.
  - 5. Preliminary testing of equipment, instrumentation and controls.

- 6. Final testing, including preparation time.
- 7. Substantial Completion: Substantial completion activity shall meet all requirements set forth in Division 01 Section 01 77 00 "Closeout Procedures".
- 8. Punch list work.
- 9. Operation and maintenance training.
- 10. Demobilization.
- Final cleaning.
- 12. Issuance of Certificate of Occupancy.
- 13. Project Specific Issues (If Warranted).
- F. **Maximum Activity Durations:** The Contractor shall prepare schedule utilizing activity durations in terms of days. Do not exceed twenty-one (21) day duration on activities except concrete curing, submittal review and equipment fabrication and deliveries. Where duration of continuous work exceeds twenty-one (21) days, subdivide activities by location or other sub-element of the work. At the request of the Owner, the Contractor shall substantiate the need for specific activities having longer durations than stated herein. If the Contractor fails to substantiate this need, then the Contractor shall modify activity durations and the corresponding work scope of the activities to the satisfaction of the Owner.
- G. **Activity Dates:** Early and late start and finish dates of activities shall be calculated for each activity based upon the schedule data date, actual dates, schedule logic, schedule constraints, calendars and original duration or remaining duration, in accordance with the software to calculate incorrect early and late, start and finish dates, the Contractor shall be responsible to identify all such errors and to determine correct dates consistent with the parameters specified in this Section.
- H. Activity Predecessors and Successors: Every activity shall have logically assigned predecessors and successors in conformance with the requirements of this Section. Unless otherwise specified, Notice to Proceed shall be the only activity in the Project Schedules without a predecessor. Unless otherwise specified, Acceptance and each Contract Milestone(s) shall be the only activity in the Project Schedules without a successor.
- Activity Constraints: Activity Constraints can affect activity float calculations and shall not be used unless
  accepted by the Owner. The imposition of a date constraint on any activity shall only be permitted when the
  Contractor demonstrates the need for such a constraint to the satisfaction of the Owner.
- J. **Imposed Project Finish Date:** The imposed project finish date shall be the Contract Completion date, or if the Contractor plans an early completion date, the date it plans to complete the Work.
- K. Negative Float: Negative float is calculated when the user imposes a finish date or other constraint on the schedule and when an activity can only finish after its late finish date. The Contractor shall remove the imposed finish date and/or constraint causing the negative float when directed to do so by the Owner.
- L. **Activity Codes:** The schedules shall contain activity code classifications and code values. The coding structure shall, at a minimum, include code fields for the following: Phase, Area, Location, Type of Work, Submittal/Procurement, Construction, Responsibility, Original/Extra Work, and **Division. All activities in the schedule must have non-blank values for the required codes.**
- M. Calendars: The planning unit for the Work shall be days. The global calendar shall contain all union holidays. The Contractor shall coordinate holidays to be observed with the Owner and incorporate them into the schedule as non-working days. This Calendar shall be a 5-day work week, Monday through Friday. Every activity shall be assigned a working day calendar based on when the activity is planned to occur and when it is contractually permitted to occur. The Contractor shall define and submit additional working day calendars for acceptance by the Owner that are necessary for completion of work in accordance with the requirements of the Contract Documents. Only Owner defined or Owner accepted working day calendars shall be utilized in the Project Schedules.
- N. **Logic:** The Contractor shall be responsible for developing the logic of the Preliminary, Baseline and Recovery Schedules and for updating that logic each month to accurately reflect the progress of the Work to-date and the Contractor's current plan for the timely completion of the Work.
  - 1. The following criteria shall form the basis for assembly of the schedule logic:
    - a. Which activity must be completed before a subsequent activity can be started?
    - b. Which activities can be done concurrently?
    - c. Which activities must be started immediately following a completed activity?
    - d. What major economic facility or manpower restrictions are required for sequencing these activities?

- 2. All paths through the Project schedules shall proceed in the direction representing the progression of time. Activity lag duration shall not have a negative value unless the Contractor substantiates to the satisfaction of the Owner that this is the best representation of reality. The use of activity lags shall be kept to a minimum. The Contractor shall eliminate lags by creating new activities, when the creation of new activities will perform the same function of the lag and when requested to do so by the Owner.
- 3. Redundant ties to preceding activities in a sequential series of activities will not be permitted. For example, if activity C is the successor in a finish-start relationship to activity B, and activity B is the successor in a finish-start relationship to activity A, then activity A shall not have a redundant finish-start relationship to activity C. A tie representing a different constraint will not be considered redundant. For example, a logic tie showing that the completion of the work scope of a predecessor is required before the successor can start is different from a logic tie representing a resource limitation and will not be considered redundant.
- 4. The Contractor is required to use manpower and equipment restraints, separately noted, to optimize and level manpower and equipment requirements. Such resource leveling shall reflect a reasonable plan for accomplishing the Work. The individual activities involved may be sequenced within the limits of the available Total Float. However, when this leveling technique is used in establishing the initial schedule, it shall be reflected in the logic with restraints identified as "restraint for manpower or equipment leveling purposes only." Critical or near Critical Paths resulting from the use of manpower restraints shall be kept to a minimum.
- All activities with resource restraints shall be supplemented with resource loading information as noted in Paragraph G.
- The Contractor shall correct all incorrect logic relationships in the Schedule Updates to eliminate any out-of-sequenced logic. The Contractor shall make all changes in the logic or other adjustments found to be incorrect by the Owner.
- O. **Progress Data:** Actual start and finish dates shall not be automatically updated by default mechanisms that may be included in the CPM scheduling software systems. The primary source of actual starts and finishes and period percentage completes shall be by field verification. The Contractor is to insure that progress is based of a current estimate of remaining duration to complete the Work and not the activity percent complete which calculates the remaining duration based on the original estimated duration.

# P. Submittals:

- Each submission that is required by the Contract Documents shall have a corresponding activity, for the
  preparation and review and approval at the submission. When the Contractor plans on making a
  submission in parts, each part of the submission shall have corresponding preparation and review and
  approval activities.
- 2. The timing, sequencing and duration of all submitted review and approval activities shall be in accordance with the Contract Documents.
- 3. All submissions designated "Revise and Resubmit" shall require that the Contractor insert new submittal preparation and review and approved activities with appropriate logic into the schedule.
- 4. When submittal receives a partial approval and the partial approval is sufficient to enable the commencement of a successor activity, then the original submittal activity shall be broken down into multiple activities as necessary to accurately reflect the logic of the Contractor's current plan.
- When multiple items are included in a single submittal, the "Review and Approve" activity for the submittal shall be a predecessor to every activity representing the fabrication and delivery of any of the materials.
- Q. Delivery Activities: The schedules shall include activities for all fabrication and delivery work except for short lead time items. "Short lead time" shall be defined as a period of fourteen (14) days or less from placement of order to delivery of material to the project site. Activities representing the delivery of materials or equipment for more than one (1) installation activity will permitted in accordance with the following conditions.
  - 1. The material delivery activity shall be a predecessor to the first activity representing the installation of the material in each area.
  - When partial deliveries are received and those deliveries are adequate to enable the commencement of some, but not all, successor activities, then the original delivery activity shall be broken down into multiple activities as necessary to accurately reflect the logic of the Contractor's current plan.

- R. **Inspections/Testing:** The Contractor shall include an activity for each inspection and test required by the various officials and agencies, including the Building Inspector, and Fire Marshall. The Contractor shall schedule these activities in accordance with the availability of the corresponding agency/official.
- S. **Progress Override/Retained Logic:** The Contractor shall use retained logic to calculate all schedules required by this section. The use of progress override is not allowed without prior approval of the Owner.
- T. Weather Days Allowance: The Contractor shall include as a separate identifiable activity on the Critical Path, and activity labeled "Weather Days Allowance." Insert this activity immediately prior to the substantial completion milestone.
  - The Contractor shall be fully responsible for determining the number of weather delay days to be included in the CPM Schedule. This determination shall be based on the normal anticipated weather for the project location and the nature of the project work. The CPM Schedule shall be based on the contractor's determined weather delay allowance, immediately prior to the Substantial Completion milestone.
  - 2. The <u>minimal</u> allowed duration of the Weather Days Allowance shall be calculated as follows (decimals rounded to nearest whole number):

Contract Time
(Calendar Days) multiplied by 7 equals Weather Days Allowance (Calendar Days)
365

- 3. The Contractor shall insert an activity in the Critical Path to reflect weather day occurrences when weather days are experienced and accepted by the Owner. Identify this activity as a weather delay.
- 4. The Contractor shall reduce duration of Weather Days Allowance activity as weather delays are experienced and inserted into the schedule. Remaining weather days in Weather Day Allowance at completion of project is considered float. Weather delay, when justified, are considered allowable, non compensable.
- U. **Regulatory/Third Party Approvals:** The Contractor shall include activities in its schedule for all approvals required by regulatory agencies or other third parties.

# W. Activity Logs:

- Activities that are modified or added by change order shall be identified in the activity log. The change order number, as issued by the Owner, and the date the activity was modified or added shall be clearly recorded.
- Activities affected by logic changes, resource changes, duration changes and calendar changes shall be identified in the activity log. The date the activity was modified, the nature of the change and the reason for the change shall be clearly recorded.

# 1.6 PRELIMINARY SCHEDULE AND PRELIMINARY SCHEDULE UPDATES

- A. For projects with a construction cost estimate over five (5) million dollars, the Contractor shall submit a Preliminary Schedule and Preliminary Schedule Updates. The Notice to Proceed will not be issued and the Contractor will not be allowed to start work at the Project site until the Preliminary Schedule has been submitted and accepted.
- B. The Preliminary Schedule shall contain a detailed plan of operations for the first 90 days of Work after receipt of the Notice to Proceed.
- C. The Construction Administrator and General Contractor shall meet after receipt of Preliminary Schedule to review and make necessary adjustments. Contractor shall submit a revise Preliminary Schedule incorporating the adjustments with five (5) days after meeting.
- D. All Work contemplated beyond the first ninety (90) days shall be shown in sufficient detail such that the Critical Path and all Contract Milestones may be identified.
- E. The Preliminary Schedule shall be updated monthly during first ninety (90) days after issuance of the Notice to Proceed. The first update of the Preliminary Schedule shall show the progress on the actual Notice to Proceed date and shall be submitted to the Construction Administrator within five (5) days after the issuance of the Notice to Proceed. Subsequent updates shall show the progress through the last day of the month and shall be submitted to the Construction Administrator by the fifth business day of each month.
- F. Preliminary Schedule Update revisions that are required as a result of review comments by the Construction Administrator shall be submitted within five (5) days of the General Contractor's receipt of the Construction Administrator's comments. The data date of the revised Preliminary Schedule Update shall remain on the first day of the month.

G. The General Contractor shall not be permitted to make any schedule revisions (besides progress) to the Preliminary Schedule Update unless approved by the Construction Administrator. When schedule revisions are required, the General Contractor shall submit a Schedule Revision per Article 1.11.

# 1.7 BASELINE SCHEDULE

- A. For projects with a construction cost estimate over five (5) million dollars, the General Contractor shall submit the proposed Baseline Schedule to the Construction Administrator for all the work of the project within forty-five (45) days after issuance of the Notice to Proceed. The Accepted Preliminary Schedule shall be incorporated unchanged, as first ninety (90) days activity in the General Contractor's Baseline Schedule.
- B. The proposed Baseline Schedule shall show sequence and interdependence of all activities required for complete performance of all Work, beginning with date of Notice to Proceed and concluding with date of final completion of the Contract. The Baseline Schedule shall depict the work as bid and as planned as of the Notice to Proceed. The data date shall be the actual date of the Notice to Proceed.
- C. The Construction Administrator and the General Contractor shall meet after the Construction Administrator's receipt of the Baseline Schedule to review and make necessary adjustments. Should adjustments be required, the General Contractor shall submit a revised Baseline Schedule within five (5) days after the meeting and receipt of the Construction Administrator's comments. Subsequent follow-up meetings and resubmissions may continue until the Construction Administrator accepts the Baseline Schedule.
- D. The General Contractor shall require each major Trade Contractor and major supplier to submit in writing a statement certifying that the major Trade Contractor or major supplier has concurred with the General Contractor's Baseline Schedule, the major Trade Contractor's or major supplier's related schedule has been incorporated accurately, including the duration of activities and crew allocations. The definition of a "major Trade Contractor" is one (1) that provides services valued in excess of five (5) percent of the Contract value. The definition of "major supplier" is one (1) that provides material(s) or services valued in excess of one (1) percent of the Contract value. Failure of the General Contractor to provide the required information will delay the approval of the Baseline Schedule.

### 1.8 SCHEDULE UPDATES

- A. The General Contractor shall update and progress the CPM Schedule through the last day of each month (the Data Date is the first day of the month). Updating and progressing the CPM Schedule shall be completed and submitted by the fifth business day each month. Except as otherwise authorized by the Construction Administrator, monthly submissions received after the due date are considered late.
- B. The first update will consist of the approved Baseline Schedule updated as of the first day of the first month which starts after ninety (90) days from the Notice to Proceed. Subsequent monthly Schedule Updates will be the previous month's approved Schedule Update or approved Revision Schedule updated to reflect progress over the last month. Schedule revisions, apart from updating the status of the remaining durations and percent completes of the various work activities will not be permitted in the Schedule Update.
- C. The Contractor shall create a copy of the previous month Schedule Update for the purpose of updating and progressing it. The schedule shall be updated to show the work actually accomplished during the preceding month, the actual time consumed for each activity, and the estimated time remaining for any activity that has been started but not completed. The updating of the percent complete and the remaining duration of any activity shall be independent functions; program features that calculate one of these parameters from the other shall be disabled.
- D. The General Contractor shall make the necessary adjustments to the Schedule Update in accordance with the Construction Administrator's Schedule Update review comments and shall re-submit the Schedule Update within five (5) days after receipt of those comments.
- E. The General Contractor shall prepare the monthly Schedule Updates every month starting on the month described above through the actual substantial completion date.

# 1.9 TWO-WEEK LOOK AHEAD SCHEDULES

- A. The General Contractor shall be required to produce and submit to the Construction Administrator a Two-Week Look Ahead Schedule, to be updated and submitted the first day of each week. Except as otherwise authorized by the Owner, submissions received after the due date are considered late.
- B. The Two-Week Look Ahead Schedule may be a CPM schedule or a bar chart; it shall be consistent with the previously approved Schedule Update or approved Schedule Revision.

#### 1.10 SCHEDULE REVISIONS

- A. If, at any time, the General Contractor alters its logic, original durations, or descriptions, adds activities or activity codes, or in any way modifies the accepted Preliminary Schedule, accepted Preliminary Schedule Update, Baseline Schedule or Schedule Update, the General Contractor must notify the Construction Administrator of the change(s), in writing and submit a Revision Schedule to the Construction Administrator for review.
- B. The preparation and submission of Revision Schedules will also be required to reflect any Contract Modifications that were approved and Construction Change Directives that were issued during the preceding period and any extra or changed work that the General Contractor has started during the preceding period.
- C. With each Revision Schedule, the General Contractor shall submit a written narrative explaining the nature of the change(s), the schedule, the reason for the change(s) and the impact on the schedule as a result of the change(s).
- D. All changes (i.e. duration changes, logic changes, new logic, new or modified activities changes in work sequence, etc.) shall be recorded and a note added to the activity log. The record shall include at a minimum, the date and the reason for the change, and description of the change.
- E. The required Revisions Schedules and Narratives are in addition to the regular Schedule Update. They shall be separate submittals and shall be noted as Schedule Revisions.
- F. Proposed Revision Schedules shall be submitted by the fifth day of the month and shall reflect status as of the first day of the month.
- G. The Construction Administrator and General Contractor shall meet after the Construction Administrator's receipt of the Revision Schedule and Narrative to review and make necessary adjustments. Should adjustments be required, the General Contractor shall submit a revised Revision Schedule to the Construction Administrator within five (5) days after the meeting and receipt of the Construction Administrator Comments. Subsequent follow-up meetings and resubmissions may continue until after the Construction Administrator accepts the Revision Schedule.
- H. Only upon acceptance of a revision to the Schedule by the Construction Administrator shall the revision be reflected in the next Schedule Update and Two-Week Look-Ahead Schedule.
- The Construction Administrator reserves the right to accept or reject any schedule revisions proposed by the General Contractor.

# 1.11 RECOVERY SCHEDULES

- A. If, in opinion of the Owner, a Schedule Update indicates that the General Contractor has fallen behind schedule, or that a revision in sequence or operations may be necessary for any other reason, the General Contractor shall within seven (7) days of receiving a written request to perform "Recovery" from the Construction Administrator, immediately institute all necessary steps to improve his progress and shall submit such revised network diagrams, tabulations, operational plans and any supplementary information, as may be deemed necessary by the Owner, to demonstrate the manner in which an acceptance rate of progress will be regained.
- B. Should the General Contractor's "Recovery" efforts not demonstrate an ability to regain an acceptable rate of progress, the Construction Administrator may require the development of a "Recovery Schedule" and the General Contractor shall submit the Recovery Schedule within twenty-one (21) days of receiving a written request for the Recovery Schedule from the Construction Administrator. The Recovery Schedule is to be supplemented with resource allocations for every task activity and include time-scaled resource histograms. The resource allocations shall be shown to a level of detail that facilitates report generations based on labor crafts and equipment classes for the General Contractor and Trade Contractors. The General Contractor shall use average composite crews to display the labor loading of onsite construction activities. The General Contractor shall optimize and level labor to reflect a reasonable plan for accomplishing the Work of the Contract and to assure that resources are not over allocated in multiple concurrent activities. The time-scaled resource histograms shall show labor crafts and equipment classes to be utilized on the Contract.
- C. In addition to required submittals, the "Recovery Schedule" submission will also include a Narrative as detailed herein, a time-scaled resource histogram and a Monthly Resources Loading Summary Report (tabular) indicating the peak number of resources required for each activity.
- D. The Construction Administrator shall be the sole judge as to whether the Recovery Schedule is sufficiently detailed. Upon acceptance of this Recovery Schedule, it shall form the basis of the new Monthly Schedule Updates going forward.
- E. No additional compensation will be allowed for Recovery Schedules required to overcome delays caused in whole or in part by the General Contractor.

#### 1.12 NARRATIVES

- A. The General Contractor shall prepare and submit a Narrative to accompany the Baseline Schedule, Preliminary Schedule and each Preliminary Schedule Update and Monthly Schedule Update. The Narratives shall include:
  - 1. Identification of the update period, the data date and the schedule file name.
  - A description of the current Critical and Near Critical Paths activities that are supposed to start or to be worked on over the coming month.
  - 3. Changes to the Critical Path, intermediate and completion Milestones
  - 4. Description of problem areas.
  - 5. Current or anticipated delays:
    - a. Cause of delay.
    - b. Impact of delay on other activities, Milestones, and completion dates.
    - c. Corrective action and schedule adjustments to correct the delay.
  - 6. A discussion of work completed during the period.
  - 7. A comparison of the planned versus schedule progress early on and near Critical Path activities that were to have been worked on over the last month.
  - 8. A description of any interdependencies between the Contractor's Schedule and any work by other Contractors, third parties, and/or the Owner and its representatives.
  - A description of the current status of float created by any previous or ongoing compensable or excusable delays, whether or not the General Contractor has utilized any of this float over the last period by purposefully slowing down (pacing) and any request to utilize this float over the coming period.
  - 10. An explanation of how adverse weather has been addressed in Schedule and an accounting of the Weather Day Allowance delineating the activities incorporated into the Schedule to account of work days lost due to weather and the resultant decrease in the duration of the Weather Day Allowance.
  - 11. A description of planned labor resources to be utilized to complete critical and near Critical Path work as requested by the Construction Administrator.
  - 12. A description of actual and potential equipment resource limitations.

# 1.13 NETWORK FILES, GRAPHICAL OUTPUT AND REPORTS

- A. With each Preliminary Schedule, Preliminary Schedule Update, Baseline Schedule, Schedule Update, Revision Schedule and Recovery Schedule required by these specifications, the General Contractor shall submit to the Construction Administrator the following schedule reports/graphics/files:
  - 1. Three (3) compact disc sets or flash drives that each include:
    - a. A compressed back up of the entire schedule.
    - b. Gantt charts in Adobe Acrobat PDF file format, formatted to fit ANSI Size D paper (610mm x 914mm) (24" x 36"), and showing the Activity ID, Activity Description, Original Duration, Remaining Duration, Total Float, Early Start and Finish Dates, and Calendar ID. Types of Gantt Charts to be included are:
      - The project critical (longest) path.
      - ii. The Project near Critical Path (excluding Critical Path activities).
      - iii. All uncompleted work activities as of the data date.
  - 2. Reports in Adobe Acrobat PDF file format, formatted to fit 216mm x 279mm (8½" x 11") size paper, to include:
    - a. A listing of all activities, by activity code, with early & late starts and Total Float.
    - b. A Claim Digger Report that details all changes between the current schedule submittal and the previous month's update submittal.
    - c. Detailed Predecessor/Successor Report which included a listing of all activities that immediately precede and immediately succeed that activity in the schedule logic.

- 3. Three (3) paper copies of each Gantt Charts in color and report on the paper size specified above.
- B. Schedule submittals will only be considered complete when all materials have been submitted.

## 1.14 FLOAT/CRITICAL PATH

- A. With the exception of the Float described in Paragraphs B and C, Float is not for the exclusive use or benefit of either the Construction Administrator or the General Contractor but is an expiring resource available to all parties acting in good faith as needed to meet any Contract Milestone(s).
- B. As float is an expiring resource, if the Work is delayed on the Critical Path due to an excusable delay (either compensable or non-compensable) or by any delay for which responsibility has not yet been agreed upon, the General Contractor may not use any float created by such delay on any other path without the express written approval of the Construction Administrator or unless at the time of the float consumption a time extension had been issued for the delay that created the float being consumed. Use of such float on any parallel path without the approval of the Construction Administrator shall be construed as a concurrent inexcusable delay to any delay caused by the Construction Administrator.
- C. It is acknowledged and agreed by the General Contractor that Construction Administrator caused delays on the project may be offset by Construction Administrator caused time savings (including, but not limited to: Critical Path submittals returned in less time than allowed for in the Contract, approval of substitution requests which result in a savings of time along the Critical Path for the General Contractor, etc.). In such an event, the General Contractor shall not be entitled to receive an extension of time or delay damages until the Construction Administrator caused time savings are exceeded and the Contract completion date also exceeded.

#### 1.15 EARLY COMPLETION

- A. Should General Contractor submit a Preliminary Schedule, Baseline Schedule, Schedule Update or Schedule Revision showing Project Completion more than twenty (28) days prior to Contract Completion Date, the Construction Administrator may issue a Change Order, at no cost to Owner, revising the time of performance of Work and Contract completion date to match General Contractor's schedule. Contract Milestone dates, if any, shall be adjusted accordingly. The assessment of liquidated damages shall be measured based on the new Milestone and Contract completion dates.
- B. Should any monthly Schedule Update show the project completion earlier than current Contract completion date, the General Contractor shall show early completion time as schedule activity, identified as "Project Float." This float shall be available for use by either party as per the provisions of Article 1.14. The Owner shall not liable for any damages as a result of utilizing this float.

## 1.16 CONTRACT TIME EXTENSIONS

### A. Mitigation of Delays:

- 1. The General Contractor shall be responsible to develop mitigation measures for all delays regardless of responsibility for the delays and to identify all time and cost impacts to the work associated with those mitigation measures. Unless circumstances otherwise require, the General Contractor shall not pursue mitigation action for which it expects the Owner to be liable prior to notifying the Owner and receiving Construction Administrator authorization to proceed with the mitigation action. Any action taken by the General Contractor prior to receiving approval from the Construction Administrator shall be at the General Contractor's risk.
- When the need for mitigation arises to ensure timely completion, the General Contractor shall review all
  uncompleted activities on the Critical and Near Critical Paths to the Contract Completion Date for errors
  in scope, duration, and logic and for the feasibility of performing in parallel work currently scheduled
  sequentially.
- 3. Whenever it is possible for the General Contractor to mitigate delay without added cost, the Contractor shall do so. The Contractor shall mitigate all delays as efficiently and economically as possible, with the objective of minimizing both the time and cost impact of the delay regardless of responsibility for the delay. The Owner will not be liable for damages which the Contractor could have avoided by reasonable means such as prudent scheduling of the work and judicious handling of forces, equipment or plant. The Owner will not be liable for damages incurred by the Contractor during any period of time when the Contractor has failed to provide notification of delay in accordance with the Contract requirements when having the notification at the specified time could have influenced the Owner's decision or actions.

### B. Time Impact Analysis:

- 1. If the General Contractor believes that a proposed change will impact the Project Completion Date or interim Milestones, the Contractor shall submit an analysis with its Change Order Proposal demonstrating the delay to the Critical Path. This analysis shall be in the form of a Time Impact Analysis (TIA).
- 2. The Time Impact Analysis shall consist of: 1) a Fragnet of the portion of the schedule that will be affected by the incorporation of the change, which shall include the new activities, revised logic and durations associated with the proposal change; 2) a narrative explanation of how the proposed change would impact the schedule; 3) an impact schedule which shall be developed by incorporating the Fragnet and required changes, including any delay mitigation measures, into the most recent accepted schedule update and; 4) electronic copies of the Fragnet and impact schedule.
- 3. The General Contractor shall submit its TIA in sufficient time to allow it to be incorporated into a Revision Schedule prior to the change order work proceeding, allowing the Owner thirty (30) days after receipt of the TIA and all the supporting information required with the Change Order Proposal to approve or reject the analysis.
- 4. Upon agreement on the schedule impact due to the proposed change and the issuance of a time extension, the General Contractor shall incorporate the agreed upon Fragnet/schedule revisions in the next monthly update.
- The Owner reserves the right to have the General Contractor proceed with the change order related work without agreeing on the time associated with it and to measure the actual schedule impact via Contemporaneous Period Analysis.
- In cases where the General Contractor has not submitted a TIA with its Change Order Proposal for a particular proposed change, the Contractor agrees that the particular proposed change has no impact on the Contract Completion Date or interim Milestones and no time extension is required.

## C. Contemporaneous Period Analysis:

- 1. When an accepted Schedule Update indicates the project has been delayed beyond the current Contract Completion Date and the General Contractor believes it is entitled to an extension of time, the Contractor shall prepare and submit to the Owner a Contemporaneous Period Analysis (CPA) demonstrating the delay(s) to the Critical Path at the time of the delay, mitigation measures taken or proposed by the Contractor and request an extension of time.
- The General Contractor's CPA and time extension request shall be submitted prior to the submission of the next Schedule Update.
- The request shall indicate the amount of time requested, the period when the delay was experienced and an explanation as to the cause of the delay.
- 4. The CPA shall quantify the delay by comparing the completion dates and Milestone dates on an update by update basis, starting with the update just prior to the delaying event and ending with the update just after the conclusion of the delaying event. Only the accepted schedules/Schedule Updates shall be used in the CPA. The CPA shall determine the cause of the delay by correlating slippage with various unforeseen events.
- 5. The CPA will consist of: 1) an update by update accounting of all delay(s) during the period in question; 2) an update by update narrative explanation of how the delay(s) affected the completion date or would have affected the completion date but for other concurrent delay(s); 3) chronologies of the issues affecting the schedule period in question; and 4) a day by day accounting and description of the unanticipated work/work stoppage on the Critical Path and/or path in question; 5) a Gantt chart comparing the as-planned schedule just prior to the start of the delay to the actual as-built for the path(s) in question.
- D. The Owner may require the General Contractor to correct errors in its TIA or CPA at anytime, whether or not the schedules have been accepted and/or time extension issued and agreed upon. Should the errors affect the outcome of the TIA or CPA, the Owner reserves the right to adjust the time extension accordingly. Generally, a schedule will be found to be in error if it does not properly reflect the sequencing, timing and durations of all the work and required events as well as mitigation efforts contemplated or which should have been contemplated at the time of the data date of the schedule.
- E. Time Extensions will be granted only to the extent that equitable adjustments for the activity or activities affected exceed or exceeded the total or remaining float along the Critical path or activities at the time of the actual delay. Actual delays in activities which do not affect the Critical Path work or which do not move the General Contractor's planned completion date beyond the Contract completion date or current completion

date as affected by previous delays, will not be the basis for an adjustment to the Contract time. Time Extensions shall not be granted until a delay occurs that is:

- Beyond control of and without fault of or negligence of the General Contractor and the major Trade Contractors or Suppliers at any time.
- Extends the actual performance of the work beyond the Contract completion date or other specified Interim Milestones.
- E. Should a non-compensable excusable delay be concurrent with one or more compensable delays, the General Contractor and Owner agree that the net result is a non-compensable, excusable delay to the extent the delay is caused by the non-compensable event.
- F. The General Contractor shall have no claim for damages of any kind, or extensions or increase to the Contract time(s) or Contract Milestone(s), or adjustments of Contract Price on account of any delay, interruption or suspension of the Work or any portion thereof (herein after collectively referred to as "Delay"), due to whatever cause unless the prerequisites of this Subsection are met. The requirements of this Subsection are in addition to and not in lieu of the requirements of any other applicable subsection.

### 1.17 REVIEW AND ACCEPTANCE OF PROJECT SCHEDULE SUBMITTALS

- A. The Construction Administrator shall review schedule submittals for conformance with the requirements of the Contract Documents. Schedule review comments by the Construction Administrator may address whether items of Work are omitted, activity durations are reasonable or that the level of labor, materials, and equipment, the means, methods, timing, and sequencing of the Work are practicable. The planning, scheduling or execution of the Work and the accuracy of any Project Schedule shall remain the sole responsibility of the General Contractor.
- B. During the review of any of the submissions required by this section, if any of the following conditions are discovered the submittal shall be returned by the Construction Administrator without further review for correction and re-submittal:
  - 1. The submittal is incomplete.
  - 2. The submittal does not comply with the specified format.
  - A component of the submittal has not been prepared in accordance with all of the requirements of this section.
  - The quality of the submittal indicates that the General Contractor has failed to perform an internal quality control review prior to submission.
  - 5. There is an inconsistency between electronic files and printed material.
- C. It is the General Contractor's responsibility to ensure that all Project Schedules are in compliance with all of the requirements of the Contract Documents. The Construction Administrator's failure to return a submittal shall not be construed to mean that the submittal is in compliance with the requirements of the Contract Documents. The Construction Administrator, at its discretion, may choose to complete a submittal review even though the submittal fails to meet one of more of the conditions for rejection stated herein.
- D. The acceptance of any Project Schedule by the Construction Administrator does not constitute acceptance or approval of any change to the requirements of the Contract Documents including but not limited to any mandated construction sequences. The Construction Administrator is not responsible for any erroneous assumptions or information in any Project Schedules regardless of origin.
- E. The General Contractor shall be responsible for all delays due to its failure to submit complete submittals in accordance with the requirements of the Contract Documents.
- F. The Schedule submitted will not be considered acceptable until all of the Construction Administrator's comments are incorporated into the schedule to the Construction Administrator's satisfaction.
- G. Errors in any Project Schedule accepted by the Construction Administrator, including but not limited to activity durations, relationships between activities, resource allocation or other float suppression techniques that do not accurately reflect the work may be identified at any time and once identified shall be corrected by the General Contractor.
- H. Construction Administrator's acceptance of a Schedule Update shall not constitute the approval of a time extension should the Project Completion Date or Contract Milestone(s) be shown as delayed.
- I. Notwithstanding any review, review comments, acceptance, scheduling assistance or direction to change an/or revise any schedule by the Construction Administrator, the schedules shall at all times be the General Contractor's schedule for performing the Work and not be considered as any Construction Administrator

direction constituting a change unless the Contractor gives appropriate notice and the other Contract provisions for determining merit and entitlement are met.

#### 1.18 PAYMENT

- A. When the General Contractor submits its schedule of values in accordance with the General Conditions, it shall include a amount for the scheduling work associated with this section, this cost to be paid in accordance with section (01 29 76).
- B. Failure of the General Contractor to submit a Baseline Schedule or Revised Baseline Schedule for any portion of the work in accordance with t his specification may result in the withholding all Contract payment until the schedule is submitted to, and accepted for compliance with the specification and reasonableness, by the Construction Administrator.
- C. In the event the project extends beyond the original completion date by more than 30 days, and a time extension is granted to the General Contractor, the Construction Administrator may require additional CPM updates which will be paid at the per month cost for the Scheduling Update services.

#### 1.19 DISTRIBUTION

- A. Distribute copies of the computer generated schedules to Construction Administrator, Architect, Owner, Subcontractors, suppliers, and other concerned parties.
- B. Instruct recipients to promptly report, in writing, problem anticipated by projections indicated in schedules.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

**END OF SECTION 01 32 16.13** 

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## **PART 1 - GENERAL**

### 1.1 RELATED DOCUMENTS

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

### 1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for construction photographs.
- B. Related Sections: The following Section contains requirements that relate to construction photographs:
  - 1. Division 01 Section 01 33 00 "Submittal Procedures" specifies general requirements for submitting digital construction photographs.

### 1.3 SUBMITTALS

- A. **Photographs:** Provide a digital camera to take twenty-four (24) or more photos each time. Deliver two (2) sets of photo files on CD-ROM or flash drive and **one (1)** set of prints (8x10) to the Construction Administrator for the Department.
- B. **Extra Sets**: When requested by the Owner, the photographer shall prepare extra sets of prints or CD-ROMs. The photographer shall distribute these directly to the designated parties who will pay the costs for the extra sets directly to the photographer.

# 1.4 QUALITY ASSURANCE

- A. Engage a qualified commercial photographer to take photographs during construction.
- B. **Photographer's Qualifications**: Photographer shall be an individual of established reputation who has been regularly engaged as a professional photographer for not less than three (3) years.

# **PART 2 - PRODUCTS**

### 2.1 PHOTOGRAPHIC COPIES

- A. On the date the work is begun and every thirty (30) days thereafter (until the work is at least 95 percent complete), the Contractor shall have digital photographs of the construction taken by a professional photographer.
- B. Identification: Label each CD-ROM with project name and date the photographs were taken. With each submittal provide an applied label, rubber-stamped or index sheet with the following information:
  - 1. Name of the Project.
  - 2. Name and address of the photographer.
  - 3. Name of the Architect.
  - 4. Name of the Contractor.
  - 5. Date the photographs were taken.
  - 6. Vantage Point: Description of vantage point, in terms of location, direction (by compass point), and elevation or story of construction.

# **PART 3 - EXECUTION**

### 3.1 PRECONSTRUCTION PHOTOGRAPHS

- A. Before starting construction, take digital photos of the site and surrounding properties from different points of view, as selected by the Construction Administrator.
  - 1. Take digital photos in sufficient number to show existing site conditions before starting Work.
  - Take digital photos of adjacent existing buildings either on or adjoining the property in sufficient detail to record accurately the physical conditions at the start of construction.

# 3.2 PHOTOGRAPHIC REQUIREMENTS

- A. Take twenty-four (24) or more digital photographs monthly, coinciding with the cutoff date associated with each Application for Payment. The Construction Administrator shall select the vantage points for each shot to best show the status of construction and progress since the last photos were taken.
- B. As the digital photographs are a record of the work progress, they shall be taken each month, whether or not they show work done during the preceding month. Deliver the CD-ROMs or flash drives and prints within ten (10) days of their taking.
- C. Provide and coordinate the use of photographic software to assure that the photos are viewable by all interested parties.

END OF SECTION 01 32 33

### **PART 1 - GENERAL**

### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for submittals required for performance of the Work, including but not limited to the following:
  - 1. Submittal schedule.
  - 2. Shop Drawings.
  - 3. Product Data.
  - 4. Samples.
  - 5. Quality assurance submittals.
  - 6. Proposed "Substitutions/Equals".
  - 7. Warrantee samples.
  - 8. Coordination Drawings.
  - 9. O & M Manuals
- B. Administrative Submittals: Refer to other Division 01 Sections and other Contract Documents for requirements for administrative submittals. Such submittals include, but are not limited to, the following:
  - 1. Permits.
  - 2. Applications for Payment.
  - 3. Performance and payment bonds.
  - 4. Contractor's construction schedule.
  - 5. Daily construction reports.
  - 6. Construction Photographs.
  - 7. Insurance certificates.
  - 8. List of subcontractors.
  - 9. Subcontractors/Suppliers FEIN number's and Connecticut tax registration number.
- C. Related Sections: The following Sections contain requirements that relate to this Section:
  - Division 01 Section 01 25 00 "Substitution Procedures" specifies requirements for submittal of requests for equals and substitutions.
  - Division 01 Section 01 29 76 "Progress Payment Procedures" specifies requirements for submittal of the Schedule of Values.
  - 3. Division 01 Section 01 31 00 "Project Management and Coordination" specifies requirements governing preparation and submittal of required Coordination Drawings.
  - Division 01 Section 01 31 19 "Project Meetings" specifies requirements for submittal and distribution of meeting and conference minutes.
  - Division 01 Section 01 32 16.13 "CPM Schedules" for requirements for CPM scheduling and reporting progress of work.
  - 6. Division 01 Section 01 35 26 "Government Safety Requirements specifies the requirements for safety plans, reports, and investigation submittals.
  - 7. Division 01 Section 01 45 00 "Quality Control" specifies requirements for submittal of inspection and test reports and mockups.
  - 8. Division 01 Section 01 77 00 "Closeout Procedures" specifies requirements for submittal of Project Record Documents and warranties at project closeout.
  - 9. Division 01 Section 01 78 30 "Warranties and Bonds".

10. Division 01 Section 01 91 00 "Commissioning" specifies requirements for submittal of quality assurance documentation related to commissioning.

## 1.3 DEFINITIONS

- A. Coordination Drawings show the relationship and integration of different construction elements that require careful coordination during fabrication or installation to fit in the space provided or to function as intended and as identified in the Specification Divisions 02 through 49.
  - Preparation of Coordination Drawings is specified in Division 01 Section 01 31 00 "Project Management and Coordination" and may include components previously shown in detail on Shop Drawings or Product Data.
- B. Field samples are full-size physical examples erected on-site to illustrate finishes, coatings, or finish materials. Field samples are used to establish the standard by which the Work will be judged.
- C. Mockups are full-size assemblies for review of construction, coordination, testing, or operation; they are not Samples.

### 1.4 SUBMITTAL PROCEDURES

- A. Coordination: Coordinate preparation and processing of submittals with performance of construction activities. Transmit each submittal sufficiently in advance of performance of related construction activities to avoid delay.
  - 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
  - Coordinate transmittal of different types of submittals for related elements of the Work so processing will not be delayed by the need to review submittals concurrently for coordination.
    - a. The Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until all related submittals are received.
    - b. The Architect reserves the right to reject incomplete submitted packages.
  - 3. Processing: To avoid the need to delay installation as a result of the time required to process submittals, allow sufficient time for submittal review, including time for re-submittals.
    - a. Allow fourteen (14) days for initial review. Allow additional time if the Architect must delay processing to permit coordination with subsequent submittals.
    - b. If an intermediate submittal is necessary, process the same as the initial submittal.
    - c. Allow fourteen (14) days for reprocessing each submittal.
    - d. No extension of Contract Time will be authorized because of failure to transmit submittals to the Architect sufficiently in advance of the Work to permit processing.
- B. **Submittal Preparation:** Place a permanent label, title block or 8-1/2 inches x 11 inches cover page approved by the Architect, on each submittal for identification. Indicate the name of the entity that prepared each submittal on the label or title block.
  - 1. The minimum number of copies required for each submittal shall be seven (7) or as determined otherwise at the pre-construction conference or by the Construction Administrator.
  - 2. Provide a space approximately 4 inches by 5 inches on the label, beside the title block or on the cover page on Shop Drawings to record the Contractor's review and approval markings and the action taken.
  - 3. Include the following information on the label for processing and recording action taken.
    - a. Project Name and State of Connecticut Project Number.
    - b. Date.
    - c. Name and address of the Architect, Construction Administrator, and Owner Representative.
    - d. Name and address of the Contractor.
    - e. Name and address of the subcontractor.
    - f. Name and address of the supplier.
    - g. Name of the manufacturer.
    - h. Number and title of appropriate Specification Section.

- i. Drawing number and detail references, as appropriate.
- j. Indicate either initial or resubmittal.
- Indicate deviations from Contract Documents.
- I. Indicate if "equal" or "substitution".
- C. Submittal Transmittal: Package each submittal appropriately for transmittal and handling. Transmit each submittal from the Contractor to the Architect using a transmittal form. Copy the Construction Administrator on the transmittal. The Architect will return all submittals to the Contractor after action is taken with a complete copy of the submittal package and one complete copy of the submittal package. The Architect will not accept submittals received from sources other than the Contractor.
  - On the transmittal, record relevant information and requests for data. On the form, or separate sheet, record deviations from Contract Document requirements, including variations and limitations. Include Contractor's certification that information complies with Contract Document requirements.

# 1.6 SUBMITTAL SCHEDULE

- A. After development and review by the Owner and Architect acceptance of the Contractor's Construction or CPM schedule prepare a complete schedule of submittals. Submit the schedule to the Construction Administrator within **thirty (30)** days of Contract Award.
  - 1. Coordinate Submittal Schedule with the list of subcontracts, Schedule of Values, and the list of products as well as the Contractor's Construction or CPM Schedule.
  - 2. Prepare the schedule in chronological order. Provide the following information:
    - a. Schedule date for the initial submittal.
    - b. Related section number.
    - c. Submittal category (Shop Drawings, Product Data, or Samples).
    - d. Name of Subcontractor.
    - e. Description of the part of Work covered.
    - f. Scheduled date for resubmittal.
    - g. Scheduled date for the Architect's final release of approval.
- B. **Submittal Schedule:** Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections or modifications to submittals noted by the Architect and additional time for handling and reviewing submittals required by those corrections.
  - Coordinate submittal schedule with list of subcontracts, the schedule of values, and Contractor's Contractor's Construction.
  - 2. **Initial Submittal:** Submit concurrently with start-up construction schedule. Include submittals required during the first 60 days of construction. List those submittals required to maintain orderly progress of the Work and those required early because of long lead time for manufacture or fabrication.
  - 3. **Final Submittal:** Submit concurrently with the first complete submittal of Contractor's construction schedule.
    - a. Submit revised submittal schedule to reflect changes in current status and timing for submittals.
- Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
  - 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
  - 2. Submit all submittal items required for each specification section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.
  - 3. Submit action submittals and informational submittals required by the same specification section as separate packages under separate transmittals.
  - 4. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.

- a. Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- D. Processing Time: Allow 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 fifteen (15) 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 with related submittals not yet received. Additional time will be required if processing must be delayed to permit review of related subsequent submittals.
  - Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
  - 3. Resubmittal Review: Allow fifteen (15) days for review of each resubmittal.
  - 4. **Mass Submittals:** Six (6) or more submittals in one (1) day or twenty (20) or more submittals in one (1) week. If "Mass Submittals" are received, Architect's review time stated above may be extended as necessary to perform proper review. Architect will review "Mass Submittals based upon priority determined by Architect after consultation with Owner and Contractor.
- E. **Distribution:** Following response to the initial submittal, print and distribute copies to the Construction Administrator, Architect, Owner, subcontractors, and other parties required to comply with submittal dates indicated. Post copies in the Project meeting room and field office.
  - 1. When revisions are made, distribute to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in construction activities.
- F. **Schedule Updating:** Revise the schedule after each meeting or activity where revisions have been recognized or made. Issue the updated schedule concurrently with the report of each meeting.

# 1.7 DAILY CONSTRUCTION REPORTS

- A. Prepare a daily construction report recording the following information concerning events at the site, and submit duplicate copies to the Construction Administrator at weekly intervals:
  - List of subcontractors at the site.
  - 2. Approximate count of personnel at the site.
  - 3. High and low temperatures, general weather conditions.
  - 4. Accidents and unusual events.
  - 5. Meetings and significant decisions.
  - 6. Stoppages, delays, shortages, and losses.
  - 7. Meter readings and similar recordings.
  - 8. List of equipment on site and identify if idle or in use.
  - 9. Orders and requests of governing authorities.
  - 10. Change Orders received, start and end dates.
  - 11. Services connected, disconnected.
  - 12. Equipment or system tests and startups.
  - 13. Partial Completion's, occupancies.
  - 14. Substantial Completion's authorized.
  - 15. Equals or Substitutions approved or rejected.

#### 1.8 SHOP DRAWINGS

A. Submit newly prepared information drawn accurately to scale. Highlight, encircle, or otherwise indicate deviations from the Contract Documents. Do not reproduce Contract Documents or copy standard information as the basis of Shop Drawings. Standard information prepared without specific reference to the Project is not a Shop Drawing.

- Shop Drawings include fabrication and installation Drawings, setting diagrams, schedules, patterns, templates and similar Drawings. Include the following information:
  - 1. Dimensions.
  - 2. Identification of products and materials included by sheet and detail number.
  - Compliance with specified standards. 3.
  - 4. Notation of coordination requirements.
  - Notation of dimensions established by field measurement.
  - 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 36 by 48 inches.
  - Submit one (1) reproducible media and seven (7) prints as directed by the Construction Administrator. The Contractor's submittal shall identify the specification section and/or drawing number applicable to the submittal.
  - Details shall be large scale and/or full size.
- C. The Contractor shall review the Shop Drawings, stamp with this approval, and submit them with reasonable promptness and in orderly sequence so as to cause no delay in his Work or in the Work of any subcontractor. Shop Drawings shall be properly identified as specified for item, material, workmanship, and project number. At the submission, the Contractor shall inform the Architect, in writing of any deviation in the shop drawings from the requirements of the Contract Documents.
- D. The Architect will review and comment on shop drawings with reasonable promptness so as to cause no delay, but only for conformance with the design concept of the project and with the information given in the Contract Documents. Refer to Article 5 of the General Conditions. Shop Drawings received by the Architect that indicate insufficient study of drawings and specifications, illegible portions or gross errors, will be rejected outright. Such rejections shall not constitute an acceptable reason for granting the Contractor additional time to perform the work.
- E. The Contractor shall make any corrections required by the Architect and shall resubmit the required number of corrected copies of Shop Drawings until fully reviewed.
- F. Upon final review submit four (4) additional prints, same as submitted, for use by the Construction Administrator.
- G. The Architect's review and comments on Shop Drawings shall not relieve the Contractor of responsibility for any deviation from the requirements of the Contract Documents.
- H. Only final reviewed Shop Drawings are to be used on the Project site.
- The Work installed shall be reviewed in accordance with the Shop Drawings and the drawings and specifications. Final Review of the Shop Drawings by the Architect shall constitute acceptance by the State and the Architect of a variation or departure that is clearly identified. If the contractor believes notations made by the A/E increases the value or scope of the CD's, the contractor must provide written notice to the CA within seven (7) days of this issue. Final reviewed Shop Drawings shall not replace or be used as a vehicle to issue or incorporate change orders or substitutions. Substitutions shall be submitted in accordance with Division 01 Section 01 25 00 "Substitution Procedures".

#### 1.9 **Shop Drawing For Fire Protection Systems**

Shop drawings for fire protection systems shall comply with all of the requirements in the section above "Shop Drawings". In addition Sprinkler system shop drawings and hydraulic calculations must be stamped by a professional engineer licensed in the state of Connecticut and must include the CT DAS/CS project number. Two (2) sets of information [as noted in this Section 01 33 00 "Submittal Procedures"] shall be submitted to the State's Insurance Carrier (SIC), and one (1) set shall be submitted to the Office of the State Fire Marshal (OSFM):

# Office of State Fire Marshal:

CT Department of Administrative Services Construction Services Office of State Fire Marshal 450 Columbus Boulevard, Suite 1304 Hartford, Connecticut 06103

Phone: Bill Abbott (860) 713-5750

#### 2. State Insurance Carrier (SIC):

FM Global Boston Operations
Plan Review
1175 Boston-Providence Turnpike
PO Box 9102
Norwood, MA 02062
Tel: (781) 440-8241 or FAX (781) 440-8742
bostonleadengineer@fmglobal.com

- B. Before the shop drawings are submitted to SIC or CT DAS/CS OSFM, the A/E's fire protection consultant must review the sprinkler design for compliance with the code, CT DAS/CS OSFM, and FM Global requirements.
  - The State Insurance Carrier (SIC) requires two (2) weeks prior notice of a sprinkler system acceptance test.

#### 1.10 PRODUCT DATA

- A. Collect Product Data into a single submittal for each element of construction or system. Product Data includes printed information, schedules, such as manufacturer's installation instructions, catalog cuts, standard color charts, roughing-in diagrams and templates, standard wiring diagrams, and performance curves.
  - 1. Mark each copy to show applicable choices and options. Where printed Product Data includes information on several products that are not required, mark copies to indicate the applicable information. Include the following information:
    - a. Manufacturer's printed recommendations.
    - b. Compliance with trade association standards.
    - c. Compliance with recognized testing agency standards.
    - d. Application of testing agency labels and seals.
    - e. Notation of dimensions verified by field measurement.
    - f. Notation of coordination requirements.
  - Do not submit Product Data until compliance with requirements of the Contract Documents has been confirmed.
  - Preliminary Submittal: Submit a preliminary single copy of Product Data where selection of options is required.
  - 4. **Submittals:** Submit seven (7) copies of each required submittal; submit five (5) copies where required for maintenance manuals. The Architect will retain one (1) and will return the other marked with action taken and corrections or modifications required.
    - Unless noncompliance with Contract Document provisions is observed, the submittal may serve as the final submittal.
  - Distribution: Furnish copies of final submittal to installers, subcontractors, suppliers, manufacturers, fabricators, and others required for performance of construction activities. Show distribution on transmittal forms.
    - g. Do not proceed with installation until a copy of Product Data is in the Installer's possession.
    - h. Do not permit use of unmarked copies of Product Data in connection with construction.

# 1.11 SAMPLES

- A. Submit full-size, fully fabricated Samples cured and finished as specified and physically identical with the material or product proposed. Samples include partial sections of manufactured or fabricated components, cuts or containers of materials, color range sets, and swatches showing color, texture, and pattern.
  - 1. Store, mount or display Samples on site in the manner to facilitate review of qualities indicated. Prepare Samples to match the Architect's sample. Include the following:
    - a. Specification Section number and reference.
    - b. Generic description of the Sample.
    - c. Sample source.

- d. Product name or name of the manufacturer.
- e. Compliance with recognized standards.
- f. Availability and delivery time.
- Submit Samples for review of size, kind, color, pattern, and texture. Submit Samples for a final check of these characteristics with other elements and a comparison of these characteristics between the final submittal and the actual component as delivered and installed.
  - a. Where variation in color, pattern, texture, or other characteristic is inherent in the material or product represented, submit at least three (3) multiple units that show approximate limits of the variations.
  - Refer to other Specification Sections for requirements for Samples that illustrate workmanship, fabrication techniques, details of assembly, connections, operation, and similar construction characteristics.
  - c. Refer to other Sections for Samples to be returned to the Contractor for incorporation in the Work. Such Samples must be undamaged at time of use. On the transmittal, indicate special requests regarding disposition of Sample submittals.
  - d. Samples not incorporated into the Work, or otherwise designated as the Owner's property, are the property of the Contractor and shall be removed from the site prior to Substantial Completion.
- Preliminary Submittals: Submit a full set of choices where Samples are submitted for selection of color, pattern, texture, or similar characteristics from a range of standard choices, unless otherwise noted in specification section.
  - a. The Architect will review and return preliminary submittals with the Architects notation, indicating selection and other action.
- 4. **Submittals:** Except for Samples illustrating assembly details, workmanship, fabrication techniques, connections, operation, and similar characteristics, submit three (3) sets. The Architect will return one (1) set marked with the action taken.
- Maintain sets of Samples, as returned, at the Project Site, for quality comparisons throughout the course of construction.
  - Unless noncompliance with Contract Document provisions is observed, the submittal may serve as the final submittal.
  - b. Sample sets may be used to obtain final acceptance of the construction associated with each set.
- B. **Distribution of Samples:** Prepare and distribute additional sets to subcontractors, manufacturers, fabricators, suppliers, installers, and others as required for performance of the Work. Show distribution on transmittal forms.
  - 1. Field samples are full-size examples erected on-site to illustrate finishes, coatings, or finish materials and to establish the Project standard.
    - a. Comply with submittal requirements to the fullest extent possible. Process transmittal forms to provide a record of activity.

#### 1.12 QUALITY ASSURANCE SUBMITTALS

- A. Submit quality-control submittals, including design data, certifications, manufacturer's instructions, manufacturer's field reports, and other quality-control submittals as required under other Sections of the Specifications.
- B. **Certifications:** Where other Sections of the Specifications require certification that a product, material, or installation complies with specified requirements, submit a notarized certification from the manufacturer certifying compliance with specified requirements.
  - 1. **Signature:** Certification shall be signed by an officer of the manufacturer or other individual authorized to sign documents on behalf of the company.
- C. **Inspection and Test Reports:** Requirements for submittal of inspection and test reports from independent testing agencies are specified in Division 01 Section 01 45 00 "Quality Control."

# 1.13 ARCHITECT'S ACTION

A. Except for submittals for the record or information, where action and return is required, the Architect will review each submittal, mark to indicate action taken, and return promptly.

PROJECT NO.: BI-CTC-500

- 1. Compliance with specified characteristics is the Contractor's responsibility.
- B. **Action Stamp:** The Architect will stamp each submittal with a uniform, action stamp. The Architect will mark the stamp appropriately to indicate the action taken, as follows:
  - Final Unrestricted Release: When the Architect marks a submittal "Furnish As Submitted," the Work
    covered by the submittal may proceed provided it complies with requirements of the Contract
    Documents. Final payment depends on that compliance.
  - Final-But-Restricted Release: When the Architect marks a submittal "Furnish As Corrected," the Work covered by the submittal may proceed provided it complies with notations or corrections on the submittal and requirements of the Contract Documents. Submit corrected copies for record. Final payment depends on that compliance.
  - 3. **Returned for Resubmittal:** When the Architect marks a submittal "Rejected, or Revise and Resubmit," do not proceed with Work covered by the submittal, including purchasing, fabrication, delivery, or other activity. Revise or prepare a new submittal according to the notations; resubmit without delay. Repeat if necessary to obtain different action mark.
    - a. Do not use, or allow others to use, submittals marked "Rejected, or Revise and Resubmit" at the Project Site or elsewhere Work is in progress.
  - 4. **Other Action**: Where a submittal is for information or record purposes or special processing or other activity, the Architect will return the submittal marked "Action Not Required."
- C. Unsolicited Submittals: The Architect will discard unsolicited submittals without action.

PART 2 - PRODUCTS (Not Applicable)

**PART 3 - EXECUTION (Not Applicable)** 

END OF SECTION 01 33 00

# **PART 1 - GENERAL**

# 1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including Division 00 General Conditions of the Contract for Construction for Design-Bid-Build and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

# 1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for performing alteration and renovation Work
- B. Related Sections: The following Sections contain requirements that relate to this Section:
  - 1. Division 01 Section 01 31 00 "Project Management and Coordination" for procedures for coordinating cutting and patching with other construction activities.
  - 2. Division 01 Section 01 73 29 "Cutting and Patching" for procedures for cutting and patching.
  - Division 01 Section 01 74 19 "Construction Waste Management & Disposal" for the requirements for waste management goals, waste management plan and waste management plan implementation.
  - Division 02 Section 02 41 19 "Selective Demolition" for demolition of selected portions of the building for alterations.
  - 5. Division 02 Section 02 82 13 " Asbestos Abatement" for removal of asbestos containing materials.
  - 6. Division 50 00 00 "Project-Specific Available Information" for information that is referenced in Section 00 30 00 "General Statements for Available Information"
  - Refer to other Sections for specific requirements and limitations applicable to performing alteration Work with individual parts of the Work.
  - 8. Requirements of this Section apply to mechanical and electrical installations. Refer to Division 21, 22, 23 and 26 Sections for other requirements and limitations applicable to renovation Work by mechanical and electrical installations.

# **PART 2 - PRODUCTS**

# 2.1 PRODUCTS FOR PATCHING AND EXTENDING WORK

- A. New materials: As specified in product sections; match existing Products and Work for patching and extending Work.
- B. Type and Quality of Existing Products: Determine by inspecting and testing Products where necessary, referring to existing Work as a standard.

# **PART 3 - EXECUTION**

# 3.1 INSPECTION

# A. General:

- 1. Verify that demolition is complete and areas are ready for installation of new Work.
- 2. Beginning of restoration Work means acceptance of existing conditions.

# B. Project Procedures for Work Involving Asbestos Containing Material (ACM):

1. The Contractor is responsible for abating Asbestos Containing Material (ACM) within the existing boilers, and duct sealant materials that are impacted by the project. The Contractor is also responsible for removing sections of high temperature hot water (HTHW) piping with flanged connections that have ACM gaskets, and delivering to a location on site for disposal by the Owner's separate abatement Contractor. Other Asbestos Containing Material (ACM), including some pipe penetration firestopping, and vermiculite fill inside a masonry wall, are the responsibility of the Owner's separate abatement contractor. Refer to Division 2 Section 02 41 19 "Selective Demolition" for additional requirements regarding this Contractor's responsibilities.

- 2. If testing for asbestos has been conducted at the facility scheduled for renovation, demolition, reconstruction, alteration, remodeling, or repair, then the results of the asbestos testing are summarized in Division 50 00 00 Project-Specific Available Information, Section 50 30 00 Hazardous Building Materials Inspection and Inventory at the end of the Technical Specification Sections. Under no circumstance shall this information be the sole means used by the Contractor for determining the extent of asbestos. The Contractor shall be responsible for verification of all field conditions affecting performance of the Work.
- 3. If the Contractor should encounter any material suspected or known to contain asbestos not previously identified and assigned as the Contractor's responsibility, then the Contractor should immediately notify the Construction Administrator in writing of same. It is the Owner's responsibility to have the material tested and abated (if necessary). The Owner will respond within twenty four (24) hours after receiving the Contractor's written request to the Construction Administrator for testing the suspect material. The Owner will abate ACM (if necessary) within a reasonable time period, i.e. within fourteen (14) calendar days.

# 3.2 PREPARATION

- A. Cut, move, or remove items as are necessary for access to alteration and renovation Work. Replace and restore at completion.
- B. Remove unsuitable material not marked for salvage, such as rotted wood, corroded metals, and deteriorated masonry and concrete. Replace materials as specified for finished Work.
- C. Remove debris and abandoned items from area and from concealed spaces.
- D. Prepare surface and remove surface finishes to provide for proper installation of new Work and finishes.
- E. Close openings in exterior surfaces to protect existing Work from weather and extremes of temperature and humidity. Insulate ductwork and piping to prevent condensation in exposed areas.

#### 3.3 INSTALLATION

- A. Coordinate alteration and renovation Work to expedite completion, and if required sequence Work to accommodate Owner occupancy.
- B. Remove, cut and patch Work in a manner to minimize damage and to provide restoring products and finishes to original and or specified condition in accordance with Section 01 73 29 "Cutting and Patching."
- C. Refinish visible existing surfaces to remain in renovated rooms and spaces, to specified condition for each material, with neat transition to adjacent finishes in accordance with Section 01 73 29 "Cutting and Patching."
- D. In addition to specified replacement of equipment and fixtures, restore existing plumbing, heating, ventilation, air conditioning, and electrical systems to full operational condition.
- E. Recover and refinish Work that exposes mechanical and electrical Work exposed accidentally during the Work.
- F. Install products as specified in individual specification sections.

# 3.4 TRANSITIONS

- A. Where new Work abuts or aligns with existing, perform a smooth and even transition. Patch work to match existing adjacent Work in texture and appearance.
- B. When finished surfaces are cut so that a smooth transition with new Work is not possible, terminate existing surface along a straight line at a natural line of division and make recommendation to Architect/Engineer.

# 3.5 ADJUSTMENTS

- A. Where removal of partitions or walls result in adjacent spaces becoming one, rework floors, walls, and ceilings to a smooth plane without breaks, steps, or bulkheads.
- B. Where a change of plane of 1/4-inch in twelve (12) inches or more occurs, request recommendation from Architect/Engineer for providing a smooth transition.
- C. Trim existing doors as necessary to clear new floor finish. Refinish trim as required.
- D. Fit Work at penetrations of surfaces as specified in Section 01 73 29 "Cutting and Patching."

PAGE 3 OF 5

# 3.6 REPAIR OF DAMAGED SURFACES

- A. Patch or replace portions of existing surfaces that are damaged, lifted, discolored, or showing imperfections.
- B. Repair substrate prior to patching finishes.

# 3.7 FINISHES

- A. Finish surfaces as specified in individual product specification sections.
- B. Finish patches to produce uniform finish and texture over entire area. When finish cannot be matched, refinish entire surface to nearest intersections.

# 3.7 HOT WORK

- A. This is an FM Global project. Any hot work (open flame or spark including, but not limited to: welding, torching, soldering, cutting, grinding, etc.) requires an approved FM Global "Hot Work Permit".
- B. Each Trade Contractor's competent person shall obtain this permit from the Project Superintendent at the beginning of each shift. A copy of the permit will be left with the Project Superintendent as well as posted in the immediate area where the Trade Contractor is performing the hot work.
- C. The Trade Contractor performing the hot work shall comply with the requirements in the FM Global "Hot Work Permit" and provide all required items (including, but not limited to: fire extinguishers, fire blankets, etc.).

PROJECT NO.: BI-CTC-500

# **HOT WORK PERMIT**

# STOP!

Avoid hot work or seek an alternative/safer method, if possible.

This Hot Work Permit is required for any temporary operation involving open flames or producing heat and/or sparks.

This includes, but is not limited to: brazing, cutting, grinding, soldering, torch-applied roofing and welding.

Part 1								
Instructions for Fire Safety Supervisor:				NA.	Required Precautions Checklist	1		
A. Specify the precautions to take.					The fire pump is in operation and switched to automatic.	0		
B. Fill out and keep Part 1 during the hot work process.					Control valves to water supply for sprinkler system are open.			
C. Issue Part 2 to the person doing the job.					Hose streams and extinguishers are in service/operable.			
D. Keep Part 2 on file for future reference, including signed					Hot work equipment is in good working condition.	10627		
confirmation that t	he one-hour fire water	h and three-hou				0)		
monitoring have be	een completed.				Requirements within 35 ft. (11 m) of hot work	10		
E. Final signoff is on I	Part 2.				Ignitable liquid, dust, lint and oily deposits removed.	7		
					Explosive atmosphere in area eliminated.	ω		
HOT WORK BY		i Boselli, dro			Floors swept clean.			
☐ Employee					Combustible floors wet down, covered with damp sand			
Contractor	The state of the s				or fire-resistive sheets.			
DATE	JOB NUMBER				Remove other combustible material where possible.			
DAIC	JUD NUNDER		F-0		Otherwise, protect with FM Approved welding pads, blankets			
	Market Barrier				and curtains, fire-resistive tarpaulins or metal shields.			
SPECIFIC LOCATION/BUILDING AND	FLOOR				All wall and floor openings covered.			
	The Table A				FM Approved welding pads, blankets and curtains installed un	der		
NATURE OF JOB					and around work.			
					Protect or shut down ducts and conveyors that might carry spa	BITKS		
NAME (PRINT) AND SIGNATURE OF	PERSON PERFORMING HOT WO	IRK			to distant combustible material.			
			12		Hot work on walls, ceilings or roofs			
NAME (PRINT) AND SIGNATURE OF	PERSON PERFORMING FIRE WA	TCH			Construction is noncombustible and without combustible covering			
NAME (PRINT) AND SIGNATURE OF PERSON PERFORMING FIRE WATCH			30		or insulation.			
Maria W. Communication of the					Combustible material on other side of walls, ceilings or roofs is n	noved away.		
I verify the above location I	has been examined, the	precautions			Hot work on enclosed equipment			
checked on the Required Precautions Checklist have been taken					Enclosed equipment cleaned of all combustible material.			
to prevent fire, and permission is authorized for this work.			-		Containers purged of ignitable liquid/vapor.			
NAME (PRINT) AND SIGNATURE OF FIRE SAFETY SUPERVISOR/OPERATIONS SUPERVISOR					Pressurized vessels, piping and equipment removed from service,			
TABLE (FIRM) AND SIGNATURE OF THE SAFETT SOF ENVISOR OF ENVISOR					isolated and vented.	.00,		
					isolated and Ferred.			
TIME STARTED:	TIME FINISHED:				Fire watch/hot work area monitoring			
a.m. //	p.m.	a.m. p	.m.		Fire watch will be provided during and for one (1) hour after w	ork,		
	DATE	TIME a	.m.		including any break activity.			
Permit Expires	State of the state	- and the state of	.m.		Fire watch is supplied with suitable extinguishers, and where	practical,		
	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1				a charged small hose.			
Note: Emergency notification on back of form.			1000		Fire watch is trained in use of equipment and in sounding alarm.			
Use as appropriate for your facility.			100		Fire watch may be required in adjoining areas, above and below.			
To order additional hot work permits or other FM Global resources, order					Monitor hot work area for up to an additional three (3) hours at one (1) hour fire watch.	iter the		
online 24 hours a day, seven days a week, at fmglobalcatalog.com.					one (1) nour life watch.			
					Other precautions taken:			
DM Clobal			1					
F. B. B.	2630 © 2013 FM Global. (I	Rev. 02/2014)		-				
	Il rights reserved.							

PAGE 5 OF 5

# **WARNING!**

# HOT WORK IN PROGRESS Watch for fire!

In case of emergency:	
Call:	
At:	

# **WARNING!**



END OF SECTION 01 35 16

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#### PART 1 GENERAL

# 1.1 RELATED DOCUMENTS

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

# 1.2 SUMMARY

- A. This guide specification covers construction safety requirements and requirements for the protection of people, property, and resources. It is intended for use in construction, renovation, and demolition projects for the State of Connecticut Department of Construction Services (CT DCS).
- B. Related Sections: The following Sections contain requirements that relate to this Section:
  - 1. Division 01 Section 01 33 00 Submittal Procedures specifies the requirements for submittal requirements;
  - 2. Division 01 Section 01 31 19 "Project Meetings" specifies requirements for submittal and distribution of meeting and conference minutes.

# 1.2 REFERENCES

A. The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by the basic designation only.

AMERICAN COCIETY OF CA	VEETA ENCINEEDS (VOSE/SVEE)					
www.asse.org/publications/	AFETY ENGINEERS (ASSE/SAFE)					
ASSE/SAFE A10.32	(2004) Fall Protection					
ASSE/SAFE A10.32						
ASSE/SAFE A 10.34	(2001; R 2005) Protection of the Public on or Adjacent to Construction Sites					
ASSE/SAFE Z359.1	(2007) Safety Requirements for Personal Fall Arrest Systems,					
ASSE/SAFE 2339.1	Subsystems and Components					
	Subsystems and Components					
AMERICAN SOCIETY OF MI	ECHANICAL ENGINEERS (ASME) www.asme.org/Codes/					
ASME B30.22	(2005) Articulating Boom Cranes					
ASME B30.3	(2004) Construction Tower Cranes					
ASME B30.5	(2004) Mobile and Locomotive Cranes					
ASME B30.8	(2004) Floating Cranes and Floating Derricks					
	3					
NATIONAL FIRE PROTECTI	ON ASSOCIATION (NEPA)					
www.nfpa.org/						
NFPA 10	(2010) Portable Fire Extinguishers					
NFPA 51B	(2009) Standard for Fire Prevention During Welding, Cutting, and Other					
	Hot Work					
NFPA 241	(2009) Safeguarding Construction, Alteration, and Demolition Operations					
NFPA 70	(2014) National Electrical Code					
NFPA 70E	Standard for Electrical Safety in the Workplace					
CODE OF FEDERAL REGUL	ATIONS (CFR)					
www.archives.gov/federal-register/cfr/						
10 CFR	Standards for Protection Against Radiation					
29 CFR 1910	Occupational Safety and Health Standards					
29 CFR 1910.28	Safety Requirements For Scaffolding.					
29 CFR 1910.146	Permit-required Confined Spaces					
29 CFR 1910.147	Control Of Hazardous Energy (Lockout/Tagout)					
29 CFR 1910.178	Powered industrial trucks.					
29 CFR 1915	Confined and Enclosed Spaces and Other					
29 CFR 1926	Safety and Health Regulations for Construction					

29 CFR 1926.500	Fall Protection					
29 CFR 1926.550	Cranes and Derricks					
US Army Core of Engineers (USACE)						
www.iwr.usace.army.n	<u>iil</u>					
EM 385-1-1	Safety, and Health Requirements Manual (2008),					

# 1.3 SUBMITTALS

 An "O" followed by "A" indicates that the Owner acceptance; submittals not having an "O" designation are for Contractor Quality Control approval.

### B. Submittal Procedures:

- 1. Preconstruction Submittals:
  - a. Accident Prevention Plan (APP): "O. A":
  - b. Activity Hazard Analysis (AHA); "O, A";
  - c. Crane Critical Lift Plan; "O, A";
  - d. Proof of qualification for Crane Operators; O, A.
- 2. **Test Reports:** Submit reports as their incidence occurs, in accordance with the requirements of the paragraph entitled, "Reports."
  - a. Accident Reports;
  - b. Monthly Exposure Reports;
  - c. Crane Reports;
  - d. Regulatory Citations and Violations;
  - e. Gas Protection.

# 3. Certificates:

- a. Confined Space Entry Permit;
- b. Hot work permit;
- c. License Certificates.
- d. Certificate of Compliance Crane

# 1.4 **DEFINITIONS**

- A. **Competent Person.** A competent person is one who is capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous, or dangerous to employees, and who has authorization to take prompt corrective measures to eliminate them.
- B. **Competent Person for Fall Protection.** A person who is capable of identifying hazardous or dangerous conditions in the personal fall arrest system or any component thereof, as well as their application and use with related equipment, and has the authority to take prompt corrective measures to eliminate the hazards of falling.
- C. Confined Space: A space which by design has limited openings for entry and exit, unfavorable natural ventilation which could contain or produce dangerous air contaminants, and which is not intended for continuous employee occupancy. Confined spaces include, but are not limited to storage tanks, process vessels, pits, silos, vats, degreasers, reaction vessels, boilers, ventilation and exhaust ducts, sewers, tunnels, underground utility vaults, and pipelines.
- D. High Visibility Accident: Any mishap which may generate publicity and/or high visibility.
- E. **Medical Treatment**; Medical treatment includes treatment administered by a physician or by registered professional personnel under the standing orders of a physician. Medical treatment does not include first aid treatment even through provided by a physician or registered personnel.

- F. **Operating Envelope:** The area surrounding any crane. Inside this "envelope" is the crane, the operator, riggers and crane walkers, rigging gear between the hook and the load, the load and the crane's supporting structure (ground, rail, etc.).
- G. **Qualified Person for Fall Protection:** A person with a recognized degree or professional certificate and with extensive knowledge, training and experience in the field of fall protection; who is capable of performing design, analysis, and evaluation of fall protection systems and equipment.
- H. Recordable Injuries or Illnesses: Any work-related injury or illness that results in:
  - 1. Death, regardless of the time between the injury and death, or the length of the illness;
  - 2. Days away from work (any time lost after day of injury/illness onset);
  - 3. Restricted work;
  - 4. Transfer to another job;
  - 5. Medical treatment beyond first aid;
  - 6. Loss of consciousness; or
  - 7. A significant injury or illness diagnosed by a physician or other licensed health care professional, even if it did not result in (1) through (6) above.
- I. Weight Handling Equipment (WHE) Accident: A WHE accident occurs when any one or more of the six elements in the operating envelope fails to perform correctly during operation, including operation during maintenance or testing resulting in personnel injury or death; material or equipment damage; dropped load; derailment; two-blocking; overload; and/or collision, including unplanned contact between the load, crane, and/or other objects. A dropped load, derailment, two-blocking, overload and collision are considered an accident even though no material damage or injury occurs. A component failure (e.g., motor burnout, gear tooth failure, bearing failure) is not considered an accident solely due to material or equipment damage unless the component failure results in damage to other components (e.g., dropped boom, dropped load, roll over, etc.).]

# 1.5 REGULATORY REQUIREMENTS

A. In addition to the detailed requirements included in the provisions of this Section see, **Division 01, Section 01 42 20 "Reference Standards and Definitions"** for other state laws, criteria, rules and regulations. Submit matters of interpretation of standards to the appropriate administrative agency for resolution before starting work. Where the requirements of this specification, applicable laws, criteria, regulations, and referenced documents vary, the most stringent requirements govern.

# 1.6 SITE QUALIFICATIONS, DUTIES, AND MEETINGS

- A. Personnel Qualifications:
- B. Site Safety and Health Officer (SSHO):
  - Provide a Site Safety and Health Officer (SSHO) at the work site at all times to perform safety and occupational health management, surveillance, inspections, and safety enforcement for the Contractor. The Contractor Quality Control (QC) person can be the SSHO on this project. Meet the following requirements within the SSHO:
    - Level 4: A minimum of ten (10) years safety work of a progressive nature with at least 5 years of experience on similar projects. 30-hour OSHA construction safety class or equivalent within the last five (5) years. An average of at least 24 hours of formal safety training each year for the past 5 years with training for competent person status for at least the following [four] [4] areas of competency; Scaffolding; Fall protection; Hazardous energy; Confined space; Health hazard recognition, evaluation and control of chemical, physical and biological agents; Personal protective equipment and clothing to include selection, use and maintenance.
  - C. Crane Operators: Meet the crane Operators and Crane operation requirements of the Connecticut Bureau of License and Permits Cranes, Department of Construction Services, Office of State Fire Marshal pursuant to C.G.C § 29-221 through 29-230. Provide proof of current license and qualification.

For more information visit the CT DCS Website <u>www.ct.gov/dcs</u> and click on "Office of the State Fire Marshall" or call **(860) 685-8470**.

# D. Personnel Duties:

# 1. Site Safety and Health Officer (SSHO):

- a. Conduct daily safety and health inspections and maintain a written log which includes area/operation inspected, date of inspection, identified hazards, recommended corrective actions, estimated and actual dates of corrections. Attach safety inspection logs to the Contractors' daily production/quality control report.
- Conduct mishap investigations and complete required reports. Maintain the OSHA Form 300
  and Daily Production reports for prime and sub-contractors. For more information visit the
  OSHA website at www.osha.gov.
- c. Maintain applicable safety reference material on the job site.
- d. Attend the pre-construction conference, pre-work meetings including preparatory inspection meeting, and periodic in-progress meetings.
- e. Implement and enforce accepted APPS and AHAs.
- f. Maintain a safety and health deficiency tracking system that monitors outstanding deficiencies until resolution. Post a list of unresolved safety and health deficiencies on the safety bulletin board.
- g. Ensure sub-contractor compliance with safety and health requirements.

Failure to perform the above duties will result in dismissal of the superintendent and/or SSHO, and a project work stoppage. The project work stoppage will remain in effect pending approval of a suitable replacement.

# E. Meetings:

#### 1. Preconstruction Conference:

- a. Contractor representatives who have a responsibility or significant role in accident prevention on the project shall attend the preconstruction conference. This includes the project superintendent, site safety and health officer, quality control supervisor, or any other assigned safety and health professionals who participated in the development of the Accident Prevention Plan (APP); (including the Activity Hazard Analyses (AHAs), and special plans, program and procedures associated with it).
- b. Discuss the details of the submitted APP to include incorporated plans, programs, procedures and a listing of anticipated AHAs that will be developed and implemented during the performance of the contract. This list of proposed AHAs will be reviewed at the conference and an agreement will be reached between the Contractor and the Owner's Representative(s) as to which phases will require an analysis. In addition, establish a schedule for the preparation, submittal, review, and acceptance of AHAs to preclude project delays.
- c. Deficiencies in the submitted APP will be brought to the attention of the Contractor at the preconstruction conference, and the Contractor shall revise the plan to correct deficiencies and re-submit it for acceptance. Do not begin work until there is an accepted APP.
- Safety Meetings: Safety meetings shall be conducted to review past activities, plan for new or changed operations, review pertinent aspects of appropriate AHA (by trade), establish safe working procedures for anticipated hazards, and provide pertinent safety and health training and motivation.
  - Meetings shall be conducted at least once a month for all supervisors on the project location and at least once a week for all workers by supervisors or foremen.
  - b. Meetings shall be documented, including the date, persons in attendance, subjects discussed, and names of individual(s) who conducted the meeting. Documentation shall be maintained and copies furnished to the Construction Administrator (CA) on request.
  - The Construction Administrator (CA) shall be informed of all scheduled meetings in advance and be invited to attend.

Project No.: BI-CTC-500

# 1.7 ACCIDENT PREVENTION PLAN (APP):

- A. Use a qualified person to prepare the written site-specific APP.
  - Prepare the APP in accordance with the format and requirements of US Army Core of Engineers (USACE), Safety, and Health Requirements Manual, EM 385-1-1, or as approved by the CA and as supplemented herein. Cover all paragraphs and subparagraph elements in USACE EM 385-1-1, Appendix A, "Minimum Basic Outline for Accident Prevention Plan" or as approved by the CA. The USACE Safety, and Health Requirements Manual, EM 385-1-1 is available at the USACE Website www.iwr.usace.army.mil.
  - Specific requirements for some of the APP elements are described in "B" below. The APP shall be
    job-specific and address any unusual or unique aspects of the project or activity for which it is
    written.
- B. The APP shall interface with the Contractor's overall safety and health program. Include any portions of the Contractor's overall safety and health program referenced in the APP in the applicable APP element and made site-specific. The Owner considers the Prime General Contractor to be the "controlling authority" for all work site safety and health of the subcontractors. Contractors are responsible for informing their subcontractors of the safety provisions under the terms of the contract and the penalties for noncompliance, coordinating the work to prevent one craft from interfering with or creating hazardous working conditions for other crafts, and inspecting subcontractor operations to ensure that accident prevention responsibilities are being carried out. The APP shall be signed by the person and firm (senior person) preparing the APP, the Contractor, the on-site superintendent, the designated site safety and health officer and any designated Certified Safety Professional (CSP) and/or Certified Industrial Hygienist (CIH).
- C. Submit the APP to the CT DCS Project Manager and Construction Administrator Fourteen (14) Calendar Days prior to the date of the preconstruction conference for acceptance. Work cannot proceed without an accepted APP. Once accepted by the CT DCS Project Manager and Construction Administrator, the APP and attachments will be enforced as part of the contract. Disregarding the provisions of this contract or the accepted APP will be cause for stopping of work, at the discretion of the CT DCS Project Manager and Construction Administrator, until the matter has been rectified. Once work begins, changes to the accepted APP shall be made with the knowledge and concurrence of the CT DCS Project Manager and Construction Administrator, project superintendent, Site Safety and Health Officer (SSHO) and quality control manager. Should any hazard become evident, stop work in the area, secure the area, and develop a plan to remove the hazard. Notify the CT DCS Project Manager and Construction Administrator within Twenty (24) hours of discovery. Eliminate/remove the hazard. In the interim, take all necessary action to restore and maintain safe working conditions in order to safeguard onsite personnel, visitors, the public (as defined by American Society of Safety Engineers, ASSE/SAFE A10.34 Protection of the Public on or Adjacent to Construction Sites, see <a href="https://www.asse.org">www.asse.org</a>) and the environment.
- D. Copies of the accepted plan will be maintained at the CA's office at the job site. Continuously reviewed and amended the APP, as necessary, throughout the life of the contract. Incorporate unusual or highhazard activities not identified in the original APP as they are discovered.
- E. APP Contents: The contents of the Accident Prevention Plan (APP) shall be in accordance with Appendix A of the US Army Corps of Engineers, EM 385-1-1 Safety and Health Requirements Manual, Appendix A, Minimum Basic Outline for Accident Prevention Plans or as approved by the CA. For more information visit the USACE Website at <a href="https://www.usace.army.mil/Library">www.usace.army.mil/Library</a>.

# 1.8 ACTIVITY HAZARD ANALYSIS (AHA)

A. Activity Hazard Analyses (AHAs) define the activities being performed and identify the sequences of work, the specific hazards anticipated, site conditions, equipment, materials, and the control measures to be implemented to eliminate or reduce each hazard to an acceptable level of risk. The Activity Hazard Analysis (AHA) format shall be in accordance with US Army Corps of Engineers, EM 385-1-1 Safety and Health Requirements Manual or as approved by the CA.

#### B. Submittals:

- Submit initial AHA to CA for review at least 15 Calendar Days prior to the start of each phase.
   Format subsequent AHAs as amendments to the APP. The analysis should be used during daily
   inspections to ensure the implementation and effectiveness of the activity's safety and health
   controls.
- 2. The AHA list will be reviewed monthly at the Contractor supervisory safety meeting and updated as necessary when procedures, scheduling, or hazards change. Develop the activity hazard analyses using the project schedule as the basis for the activities performed. Any activities listed on the project schedule will require an AHA. The AHAs will be developed by the contractor, supplier or subcontractor and provided to the prime contractor for submittal to the CA.

# 1.9 DISPLAY OF SAFETY INFORMATION

- A. Within 1 Calendar Day after commencement of work, erect a safety bulletin board at the job site. Include and maintain information on safety bulletin board as required by US Army Corps of Engineers, **EM 385-1-1 Safety and Health Requirements Manual**, Section 01.A.06 or as approved by the CA. Additional items required to be posted include:
- B. Confined space entry permit.
- C. Hot work permit.

#### 1.10 SITE SAFETY REFERENCE MATERIALS

A. Maintain safety-related references applicable to the project, including those listed in the article "References." Maintain applicable equipment manufacturer's manuals.

# 1.11 EMERGENCY MEDICAL TREATMENT

A. Contractors will arrange for their own emergency medical treatment. The Owner has no responsibility to provide emergency medical treatment.

# 1.12 REPORTS

Conduct an accident investigation for recordable injuries and illnesses, and property damage accidents resulting in at least Two Thousand Dollars (\$2,000) in damages, to establish the root cause(s) of the accident, complete "Accident Report Form" approved by the CA. Provide the report to the CA within 5 Calendar Days of the accident.

Notify the CA as soon as practical, but not later than four (4) hours, after any accident meeting the definition of Recordable Injuries or Illnesses or High Visibility Accidents, property damage equal to or greater than \$2,000, or any weight handling equipment accident.

- 1. Within notification include the following:
  - a. contractor name;
  - b. contract title;
  - c. type of contract;
  - d. name of activity,
  - e. installation or location where accident occurred;
  - f. date and time of accident:
  - g. names of personnel injured;
  - h. extent of property damage, if any; extent of injury, if known, and brief description of accident to include type of construction equipment used, Personal Protective Equipment (PPE) used, etc.. Preserve the conditions and evidence on the accident site until the U.S. Department of Labor, Occupational Safety and Health Administration (USDOL-OSHA) investigation team arrives on-site and USDOL-OSHA investigation is conducted.
- C. **Monthly Exposure Reports:** Monthly exposure reporting to the CA is required to be attached to the monthly Application for Payment request. This report is a compilation of employee-hours worked each month for all site workers, both prime and subcontractor. Provide on a form approved by the CA.

- D. **Crane Reports:** Submit crane inspection reports on a form approved by the CA and as specified herein with Daily Reports of Inspections.
- E. Hot Work: Hot Work shall only be performed in accordance with the requirements of NFPA 51B "Fire Prevention During Welding, Cutting and Other Hot Work Standard.

# 1. **Definitions:**

- a. Hot Work: Work involving burning, welding, or a similar operation that is capable of initiating fires or explosions. Examples listed by NFPA include arc welding, oxygen- fuel gas welding, open-flame soldering, brazing, thermal spraying, oxygen cutting, and arc cutting.
- b. Permit Authorizing Individual (PAI). Means the individual designated by the General Contractor to authorize hot work. The PAI is permitted to be, among others, the General Contractor's project executive, supervisor, foreperson, or designated safety administrator. The PAI CANNOT be the hot work operator, except as permitted in NFPA 51B. The PAI is aware of the fire hazards involved and is familiar with the provisions of this standard.
- Permit: Submit and obtain a written permit from the PAI prior to performing "Hot Work" (welding, cutting, etc.) or operating other flame-producing/spark producing devices, from the PAI. CONTRACTORS ARE REQUIRED TO MEET ALL CRITERIA BEFORE A PERMIT IS ISSUED. The General Contractor will provide at least two (2) twenty (20) pound 4A:20 BC rated extinguishers for normal "Hot Work". All extinguishers shall be current inspection tagged, approved safety pin and tamper resistant seal.
- 3. **Fire Watch:** It is also mandatory to have a designated FIRE WATCH for any "Hot Work" done at this activity. The Fire Watch shall be trained in accordance with **NFPA 51B Standard for Fire Prevention During Welding, Cutting, and Other Hot Work** and remain on-site for a minimum of 30 minutes after completion of the task or as specified on the hot work permit. When starting work in the facility, require personnel to familiarize themselves with the location of the nearest fire alarm boxes and place in memory the local fire department emergency phone number(s). ANY FIRE, NO MATTER HOW SMALL, SHAL BE REPORTED TO THE LOCAL FIRE DEPARTMENT, GENERAL CONTRACTOR'S AUTHORIZED REPRESENTATIVE, AND OWNER'S CA IMMEDIATELY.

# 1.13 FACILITY OCCUPANCY CLOSURE

A. Streets, walks, and other facilities occupied and used by the state User Agency shall not be closed or obstructed without written permission from the CA.

# 1.18 SEVERE STORM PLAN

- A. In the event of a severe storm warning, the Contractor must:
  - 1. Secure outside equipment and materials and place materials that could be damaged in protected areas
  - 2. Check surrounding area, including roof, for loose material, equipment, debris, and other objects that could be blown away or against existing facilities.
  - 3. Ensure that temporary erosion controls are adequate.

### PART 2 - PRODUCTS (NOT USED)

# **PART 3 - EXECUTION**

# 3.1 CONSTRUCTION AND/OR OTHER WORK

A. Comply with the Connecticut State Building and Fire Safety Codes, OSHA regulations, and other references regulations. The most stringent standard prevails.

# 3.1.2 HAZARDOUS MATERIAL EXCLUSIONS

A. Notwithstanding any other hazardous material used in this contract, radioactive materials or instruments capable of producing ionizing/non-ionizing radiation (with the exception of radioactive material and devices used in accordance with **USACE EM 385-1-1** such as nuclear density meters for compaction

testing and laboratory equipment with radioactive sources) as well as materials which contain asbestos, mercury or polychlorinated biphenyls, di-isocynates, lead-based paint are prohibited. The CA, upon written request by the Contractor, may consider exceptions to the use of any of the above excluded materials.

# 3.1.3 UNFORESEEN HAZARDOUS MATERIAL

A. Related Section: Division 01, Section 01 35 16, Alteration Project Procedures.

#### 3.2 PRE-OUTAGE COORDINATION MEETING

A. Contractors are required to apply for utility outages at least 15 Calendar Days in advance. As a minimum, the request should include the location of the outage, utilities being affected, duration of outage and any necessary sketches. Special requirements for electrical outage requests are contained elsewhere in this specification section. Once approved, and prior to beginning work on the utility system requiring shut down, attend a pre-outage coordination meeting with the CA, User Agency Representative, and Public Utilities representative to review the scope of work and the lock-out/tag-out procedures for worker protection. No work will be performed on energized electrical circuits unless proof is provided that no other means exist.

# 3.3 SAFETY LOCKOUT/TAGOUT PROCEDURES

- A. The General Contractor shall ensure that each employee is familiar with and complies with these procedures and OSHA 29 CFR 1910.147 Control Of Hazardous Energy (Lockout/Tagout).
  - 1. The General Contractor's "Authorized Employee" shall apply lockout/tagout tags and take other actions that, because of experience and knowledge, are known to be necessary to make the particular equipment safe to work on.
  - 2. No person, regardless of position or authority, shall operate any switch, valve, or equipment that has an official lockout/tagout tag attached to it, nor shall such tag be removed except as provided in this section.
  - 3. No person shall work on any equipment that requires a lockout/tagout tag unless he, his immediate supervisor, project leader, or a subordinate has in his possession the stubs of the required lockout/tagout tags. Only qualified personnel shall perform work on electrical circuits.
  - 4. A supervisor who is required to enter an area protected by a lockout/tagout tag will be considered a member of the protected group provided he notifies the holder of the tag stub each time he enters and departs from the protected area.
  - Identification markings on building light and power distribution circuits shall not be relied on for established safe work conditions.
  - 6. Before clearance will be given on any equipment other than electrical (generally referred to as mechanical apparatus), the apparatus, valves, or systems shall be secured in a passive condition with the appropriate vents, pins, and locks. Pressurized or vacuum systems shall be vented to relieve differential pressure completely. Vent valves shall be tagged open during the course of the work. Where dangerous gas or fluid systems are involved, or in areas where the environment may be oxygen deficient, system or areas shall be purged, ventilated, or otherwise made safe prior to entry.
- B. **Tag Placement:** Lockout/tagout tags shall be completed in accordance with the regulations printed on the back thereof and attached to any device which, if operated, could cause an unsafe condition to exist. If more than one group is to work on any circuit or equipment, the employee in charge of each group shall have a separate set of lockout/tagout tags completed and properly attached. When it is required that certain equipment be tagged, the State of Connecticut Authority Having Jurisdiction will review the characteristics of the various systems involved that affect the safety of the operations and the work to be done; take the necessary actions, including voltage and pressure checks, grounding, and venting, to make the system and equipment safe to work on; and apply such lockout/tagout tags to those switches, valves, vents, or other mechanical devices needed to preserve the safety provided. This operation is referred to as "Providing Safety Clearance."
- **C. Tag Removal:** When any individual or group has completed its part of the work and is clear of the circuits or equipment, the supervisor, project leader, or individual for whom the equipment was tagged shall turn in his signed lockout/tagout tag stub to the Contractor. That group's or individual's lockout/tagout tags on equipment may then be removed on authorization by the Contractor.

# 3.4 FALL HAZARD PROTECTION AND PREVENTION PROGRAM

- A. Establish a fall protection and prevention program, for the protection of all employees exposed to fall hazards. Within the program include company policy, identify responsibilities, education and training requirements, fall hazard identification, prevention and control measures, inspection, storage, care and maintenance of fall protection equipment and rescue and evacuation procedures.
- B. **Training**: Institute a fall protection training program. As part of the Fall Hazard Protection and Prevention Program, provide training for each employee who might be exposed to fall hazards. Provide training by a competent person for fall protection in accordance with **USACE EM 385-1-1**, **Section 21.A.16**.
- C. Fall Protection Equipment and Systems: Enforce use of the fall protection equipment and systems designated for each specific work activity in the Fall Protection and Prevention Plan and/or AHA at all times when an employee is exposed to a fall hazard. Protect employees from fall hazards as specified in USACE EM 385-1-1, section 21. In addition to the required fall protection systems, safety skiff, personal floatation devices, life rings etc., are required when working above or next to water in accordance with USACE EM 385-1-1, paragraphs 05.H. and 05.I. Personal fall arrest systems are required when working from an articulating or extendible boom, swing stages, or suspended platform. In addition, personal fall arrest systems are required when operating other equipment such as scissor lifts if the work platform is capable of being positioned outside the wheelbase. The need for tying-off in such equipment is to prevent ejection of the employee from the equipment during raising, lowering, or travel. Fall protection must comply with OSHA 29 CFR 1926.500, Fall Protection, Subpart M, and ASSE/SAFE A10.32, Fall Protection.
  - 1. Personal Fall Arrest Equipment: Personal fall arrest equipment, systems, subsystems, and components shall meet ASSE/SAFE Z359.1, Safety Requirements for Personal Fall Arrest Systems, Subsystems and Components. Only a full-body harness with a shock-absorbing lanyard or self-retracting lanyard is an acceptable personal fall arrest body support device. Body belts may only be used as a positioning device system (for uses such as steel reinforcing assembly and in addition to an approved fall arrest system). Harnesses shall have a fall arrest attachment affixed to the body support (usually a Dorsal D-ring) and specifically designated for attachment to the rest of the system. Only locking snap hooks and carabiners shall be used. Webbing, straps, and ropes shall be made of synthetic fiber. The maximum free fall distance when using fall arrest equipment shall not exceed 1.8 m 6 feet. The total fall distance and any swinging of the worker (pendulum-like motion) that can occur during a fall shall always be taken
  - 2. Fall Protection for Roofing Work: Implement fall protection controls based on the type of roof being constructed and work being performed. Evaluate the roof area to be accessed for its structural integrity including weight-bearing capabilities for the projected loading.
    - a. Low Sloped Roofs:
      - (i) For work within 6 feet (6 feet (1.8 m) of an edge, on low-slope roofs, Protect personnel from falling by use of personal fall arrest systems, guardrails, or safety nets.
      - (ii) For work greater than (6 feet (1.8 m) from an edge, erect and install warning lines in accordance with **OSHA 29 CFR 1926.500**, **Fall Protection**.
    - **b.** Steep-Sloped Roofs: Work on steep-sloped roofs requires a personal fall arrest system, guardrails with toe-boards, or safety nets. This requirement also includes residential or housing type construction.
  - 3. **Existing Anchorage:** Certified (or re-certified) by a qualified person for fall protection existing anchorages, to be used for attachment of personal fall arrest equipment in accordance with **ASSE/SAFE Z359.1**, **Safety Requirements for Personal Fall Arrest Systems, Subsystems and Components.** Exiting horizontal lifeline anchorages must be certified (or re-certified) by a registered professional engineer with experience in designing horizontal lifeline systems.
  - 4. **Horizontal Lifelines:** Design, install, certify and use under the supervision of a qualified person horizontal lifelines for fall protection as part of a complete fall arrest system which maintains a safety factor of 2 **(OSHA 29 CFR 1926.500 Fall Protection).**
  - 5. Guardrails and Safety Nets: Design, install and use guardrails and safety nets in accordance with 29 CFR 1926, Safety and Health Regulations for Construction Subpart M.
  - 6. **Rescue and Evacuation Procedures:** When personal fall arrest systems are used, the contractor must ensure that the mishap victim can self-rescue or can be rescued promptly should a fall occur. Prepare a Rescue and Evacuation Plan and include a detailed discussion of the following: methods

of rescue; methods of self-rescue; equipment used; training requirement; specialized training for the rescuers; procedures for requesting rescue and medical assistance; and transportation routes to a medical facility. Include the Rescue and Evacuation Plan within the Activity Hazard Analysis (AHA) for the phase of work, in the Fall Protection and Prevention (FP&P) Plan, and the Accident Prevention Plan (APP).

# 3.5 SCAFFOLDING

- A. The Contractor shall provide all employees with a safe means of access to the work area on the scaffold in accordance with OSHA 29 CFR 1910.28 Safety Requirements For Scaffolding and as contained in this section.
  - 1. Climbing of any scaffold braces or supports not specifically designed for access is prohibited.
  - 2. Access scaffold platforms greater than 20 feet (6 m) maximum in height by use of a scaffold stair system.
  - 3. Do not use vertical ladders commonly provided by scaffold system manufacturers for accessing scaffold platforms greater than 20 feet (6 m) maximum in height.
  - 4. The use of an adequate gate is required.
  - 5. Ensure that employees are qualified to perform scaffold erection and dismantling.
  - 6. Do not use scaffold without the capability of supporting at least four times the maximum intended load or without appropriate fall protection as delineated in the accepted fall protection and prevention plan.
  - 7. Stationary scaffolds must be attached to structural building components to safeguard against tipping forward or backward.
  - 8. Give special care to ensure scaffold systems are not overloaded. Side brackets used to extend scaffold platforms on self-supported scaffold systems for the storage of material are prohibited.
  - 9. The first tie-in shall be at the height equal to 4 times the width of the smallest dimension of the scaffold base. Place work platforms on mud sills. Scaffold or work platform erectors shall have fall protection during the erection and dismantling of scaffolding or work platforms that are more than six feet. Delineate fall protection requirements when working above six feet or above dangerous operations in the Fall Protection and Prevention (FP&P) Plan and Activity Hazard Analysis (AHA) for the phase of work.
- B. **Stilts:** The use of stilts for gaining additional height in construction, renovation, repair or maintenance work is **PROHIBITED**.

# 3.6 EQUIPMENT

- A. **Material Handling Equipment:** Material Handling Equipment shall be in accordance with **OSHA 29 CFR 1910.178 Powered Industrial Trucks** and as contained in this section.
  - Material handling equipment such as forklifts shall not be modified with work platform attachments for supporting employees unless specifically delineated in the manufacturer's printed operating instructions.
  - The use of hooks on equipment for lifting of material must be in accordance with manufacturer's printed instructions.
  - 3. Operators of forklifts or power industrial trucks shall be licensed in accordance with OSHA.

# B. Weight Handling Equipment

- Equip cranes and derricks as specified in ASME B30.5 or ASME B30.22 or ASME B30.8 as applicable.
- Comply with the crane manufacturer's specifications and limitations for erection and operation of cranes and hoists used in support of the work. Perform erection under the supervision of a designated person (as defined in ASME B30.5). Perform all testing in accordance with the manufacturer's recommended procedures.
- 3. Comply with **ASME B30.5** for mobile and locomotive cranes, **ASME B30.22** for articulating boom cranes, ASME B30.3 for construction tower cranes, and **ASME B30.8** for floating cranes and floating derricks.
- 4. Under no circumstance shall a Contractor make a lift at or above

- 5. When operating in the vicinity of overhead transmission lines, operators and riggers shall be alert to this special hazard and follow the requirements of **ASME B30.5** or **ASME B30.22** as applicable.
- 6. Do not crane suspended personnel work platforms (baskets) unless the Contractor proves that using any other access to the work location would provide a greater hazard to the workers or is impossible. Do not lift personnel with a line hoist or friction crane.
- 7. Inspect, maintain, and recharge portable fire extinguishers as specified in NFPA 10, Standard for Portable Fire Extinguishers.
- 8. All employees must keep clear of loads about to be lifted and of suspended loads.
- 9. Use cribbing when performing lifts on outriggers.
- 10. The crane hook/block must be positioned directly over the load. Side loading of the crane is prohibited.
- 11. A physical barricade must be positioned to prevent personnel from entering the counterweight swing (tail swing) area of the crane.
- Certification records which include the date of inspection, signature of the person performing the inspection, and the serial number or other identifier of the crane that was inspected shall always be available for review by CA.
- 13. Written reports listing the load test procedures used along with any repairs or alterations performed on the crane shall be available for review by CA.
- 14. Certify that all crane operators have been trained in proper use of all safety devices (e.g. anti-two block devices).
- C. **Use of Explosives:** Explosives shall not be used or brought to the project site without prior written approval from the CA. Such approval shall not relieve the Contractor of responsibility for injury to persons or for damage to property due to blasting operations. Storage of explosives, when permitted on State property, shall be only where directed and in approved storage facilities. These facilities shall be kept locked at all times except for inspection, delivery, and withdrawal of explosives. Explosive work shall be performed in accordance with the requirements of C.G.S. § 29-343 through 29-355 and as required by the Office of State Fire Marshal, CT Department of Construction Services.

# 3.8 UTILITIES WITHIN CONCRETE SLABS

A. Utilities located within concrete slabs or pier structures, bridges, and the like, are extremely difficult to identify due to the reinforcing steel used in the construction of these structures. Whenever contract work involves concrete chipping, saw cutting, or core drilling, the existing utility location must be coordinated with utility company in addition to a private locating service. Outages to isolate utility systems must be used in circumstances where utilities are unable to be positively identified. The use of historical drawings does not alleviate the contractor from meeting this requirement.

#### 3.9 ELECTRICAL

- Conduct of Electrical Work: Underground electrical spaces must be certified safe for entry before Α. entering to conduct work. Cables that will be cut must be positively identified and de-energized prior to performing each cut. Positive cable identification must be made prior to submitting any outage request for electrical systems. Arrangements are to be coordinated with the CA and utility company for identification. The CA will not accept an outage request until the Contractor satisfactorily documents that the circuits have been clearly identified. Perform all high voltage cable cutting remotely using hydraulic cutting tool. When racking in or live switching of circuit breakers, no additional person other than the switch operator will be allowed in the space during the actual operation. Plan so that work near energized parts is minimized to the fullest extent possible. Use of electrical outages clear of any energized electrical sources is the preferred method. When working in energized substations, only qualified electrical workers will be permitted to enter. When work requires Contractor to work near energized circuits as defined by the NFPA 70, high voltage personnel must use personal protective equipment that includes, as a minimum, electrical hard hat, safety shoes, insulating gloves with leather protective sleeves, fire retarding shirts, coveralls, face shields, and safety glasses. In addition, provide electrical arc flash protection for personnel as required by NFPA 70E. Insulating blankets, hearing protection, and switching suits may also be required, depending on the specific job and as delineated in the Contractor's AHA.
- B. Portable Extension Cords: Size portable extension cords in accordance with manufacturer ratings for the tool to be powered and protected from damage. Immediately remove from service all damaged extension cords. Portable extension cords shall meet the requirements of NFPA 70.

# 3.10 WORK IN CONFINED SPACES

- A. Comply with the requirements in **OSHA 29 CFR 1910.146** and **OSHA 29 CFR 1926.21(b) (6).** Any potential for a hazard in the confined space requires a permit system to be used.
  - Entry Procedures. Prohibit entry into a confined space by personnel for any purpose, including hot
    work, until the qualified person has conducted appropriate tests to ensure the confined or enclosed
    space is safe for the work intended and that all potential hazards are controlled or eliminated and
    documented. All hazards pertaining to the space shall be reviewed with each employee during
    review of the AHA.
  - 2. Forced air ventilation is required for all confined space entry operations and the minimum air exchange requirements must be maintained to ensure exposure to any hazardous atmosphere is kept below its' action level.
  - 3. Sewer wet wells require continuous atmosphere monitoring with audible alarm for toxic gas detection.

END OF SECTION 01 35 26

# **PART 1 - GENERAL**

# 1.1 RELATED DOCUMENTS

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

#### 1.2 DEFINITIONS

- A. **General:** Basic contract definitions are included in the General Conditions of the Contract for Construction.
- B. **"Indicated":** The term "indicated" refers to graphic representations, notes, or schedules on the Drawings, or other paragraphs or Schedules in the Specifications, and similar requirements in the Contract Documents. Terms such as "shown," "noted," "scheduled," and "specified" are used to help the reader locate the reference. Location is not limited to this term.
- C. "Directed": Terms such as "directed," "requested," "authorized," "selected," "approved," "required," and "permitted" mean directed by the Architect, requested by the Architect, and similar phrases.
- D. "Approved": The term "approved," when used in conjunction with the Architect's action on the Contractor's submittals, applications, and requests, is limited to the Architect's duties and responsibilities as stated in the Conditions of the Contract.
- E. **"Regulations":** The term "regulations" includes laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, as well as rules, conventions, and agreements within the construction industry that control performance of the Work.
- F. **"Furnish":** The term "furnish" means supply and deliver to the Project Site, ready for unloading, unpacking, assembly, installation, and similar operations.
- G. "Install": The term "install" describes operations at the Project Site including the actual unloading, unpacking, assembly, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.
- H. "Provide": The term "provide" means to furnish and install, complete and ready for the intended use.
- I. "Installer": An installer is the Contractor or another entity engaged by the Contractor, either as an employee, subcontractor, or contractor of lower tier, to perform a particular construction activity, including installation, erection, application, or similar operations. Installers are required to be experienced in the operations they are engaged to perform.
  - 1. The term **"experienced,"** when used with the term **"installer,"** means having a minimum of five (5) previous projects similar in size and scope to this Project, being familiar with the special requirements indicated, and having complied with requirements of authorities having jurisdiction.
  - 2. Trades: Using terms 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 tradespersons of the corresponding generic name.
  - 3. Assigning Specialists: Certain Sections of the Specifications require that specific construction activities shall be performed by specialists who are recognized experts in those operations. The specialists must be engaged for those activities, and their assignments are requirements over which the Contractor has no option. However, the ultimate responsibility for fulfilling contract requirements remains with the Contractor.
    - This requirement shall not be interpreted to conflict with enforcing building codes and similar regulations governing the Work. It is also not intended to interfere with local trade-union jurisdictional settlements and similar conventions.

Page 2 of 3

- J. "Project Site" is the space available to the Contractor for performing construction activities, either exclusively or in conjunction, with others performing other Work as part of the Project. The extent of the Project Site is shown on the Drawings and may or may not be identical with the description of the land on which the Project is to be built.
- K. "Testing Agencies": A testing agency is an independent entity engaged to perform specific inspections or tests, either at the Project Site or elsewhere, and to report on and, if required, to interpret results of those inspections or tests.

# 1.3 SPECIFICATION FORMAT AND CONTENT EXPLANATION

- A. **Specification Format:** These Specifications are organized into Divisions and Sections based on CSI's "MasterFormat" 49-Division format and numbering system.
- B. **Specification Content:** This Specification uses certain conventions regarding the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations or circumstances. These conventions are explained as follows:
  - Abbreviated Language: Language used in Specifications and other Contract Documents is abbreviated. Words and meanings shall be interpreted as appropriate. Words implied, but not stated, shall be interpolated, as the sense requires. Singular words will be interpreted as plural and plural words interpreted as singular where applicable as the context of the Contract Documents indicates.
  - 2. **Streamlined Language:** The Specifications generally use the imperative mood and streamlined language. Requirements expressed in the imperative mood are to be performed by the Contractor. At certain locations in the Text, subjective language is used for clarity to describe responsibilities that must be fulfilled indirectly by the Contractor or by others when so noted.
    - a. The words "shall be" are implied where a colon (:) is used within a sentence or phrase.

# 1.4 INDUSTRY STANDARDS

- A. **Applicability of Standards:** Except where 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 the standards in effect as of the date of the Contract Documents unless a specific date is indicated in the Contract Documents or the governing regulations cited herein.
- C. Conflicting Requirements: Where compliance with two (2) or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent and highest quality requirement. Request a decision from the Architect before proceeding on requirements that are different but apparently equal, and where it is uncertain which requirement is the most stringent.
  - Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum acceptable. 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 the requirements. Request a clarification from the Architect regarding uncertainties before proceeding.
- D. Copies of Standards: Each entity engaged in construction on the Project is required to 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, the Contractor shall obtain copies directly from the publication source.

PROJECT NO.: BI-CTC-500

**E. Abbreviations and Names:** Trade association names and titles of general standards are frequently abbreviated. Where such acronyms or abbreviations are used in the Specifications or other Contract

Page 3 of 3

PROJECT NO.: BI-CTC-500

Documents, they mean the recognized name of the trade association, standards-generating organization, authorities having jurisdiction, or other entity applicable to the context of the text provision. Refer to Thompson Gale's "Encyclopedia of Associations," available in most libraries.

#### 1.5 GOVERNING REGULATIONS AND AUTHORITIES

- A. **Copies of Regulations:** Obtain copies of the "latest applicable State Codes" and the following regulations and retain at the Project Site to be available for reference by parties who have a reasonable need during submittals, planning, and progress of the Work, until Substantial Completion.
  - 1. Connecticut State Building Code 2016.
    - 1.1 International Building Code 2012.
    - 1.2 International Existing Building Code 2012.
    - 1.3 International Mechanical Code 2012.
    - 1.4 International Plumbing Code 2012.
    - 1.5 International Energy Conservation Code 2012.
    - 1.6 National Electric Code (NFPA 70) 2014.
    - 1.7 ICC/ANSI A117.1-Accessible and Usable Buildings and Facilities 2009.
  - 2. Connecticut Fire Safety Code 2016.
    - 2.1 International Fire Safety Code 2012.
    - 2.2 NFPA 101 2012.
  - Connecticut Fire Prevention Code 2015.
    - 3.1 NFPA 1 2012.
  - 4. Occupational Safety and Health Administration (OSHA)
    - 4.1 OSHA 29 CFR Part 1910 Occupational Safety and Health Regulations 2013.
    - 4.2 OSHA 29 CFR Part 1926 Occupational Safety and Health Regulations for Construction -2013.
- B. The "latest applicable State Codes" are available for download from the DAS website (<a href="www.ct.gov/das">www.ct.gov/das</a>) > Doing Business With The State > State Building Construction > Publications and Forms > Office of State Building Inspector and Office of State Fire Marshal. Also visit the <a href="www.ctdol.state.ct.us">www.ctdol.state.ct.us</a> Connecticut Department of Labor website.

#### 1.6 SUBMITTALS

A. **Permits, Licenses, and Certificates:** For the 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.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

**END OF SECTION 01 42 20** 

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# **PART 1 - GENERAL**

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for quality-control services.
- B. Quality-Control services include fire alarm acceptance testing, inspections, tests, and related actions, including reports performed by Contractor, by independent agencies, and by governing authorities. They do not include contract enforcement activities performed by the Owner.
- C. Inspection and testing services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with Contract Document requirements.
- D. Requirements of this Section relate to customized fabrication and installation procedures, not production of standard products.
  - Specific quality-control requirements for individual construction activities are specified in the Sections
    that specify those activities. Requirements in those Sections may also cover production of standard
    products.
  - 2. Specified inspections, tests, and related actions do not limit Contractor's quality-control procedures that facilitate compliance with Contract Document requirements.
  - 3. Requirements for Contractor to provide quality-control services required by Architect, Owner, or authorities having jurisdiction are not limited by provisions of this Section.
- E. Related Sections: The following Sections contain requirements that relate to this Section:
  - Division 01 Section 01 33 00 "Submittal Procedures" specifies requirements for development of a schedule of required tests and inspections.
  - 2. Division 01 Section 01 73 29 "Cutting and Patching" specifies requirements for repair and restoration of construction disturbed by inspection and testing activities.
  - 3. Division 01 Section 01 77 00 "Closeout Procedures", specific requirements for contract closeout procedures.
  - Division 28 Section "Addressable Fire Alarm System" specifies field quality control for the Alarm System.

# 1.3 RESPONSIBILITIES

- A. Contractor Responsibilities: Unless otherwise indicated as the responsibility of another identified entity, the Owner, through the Construction Administrator, shall provide inspections, tests, and other quality-control services specified elsewhere in the Contract Documents and required by authorities having jurisdiction. All tests required by the individual specification sections are required to be scheduled and notification given to the Construction Administrator 24/48 hours in advance of the test/inspection as applicable. Costs for these services are not included in the Contract Sum.
  - Where individual Sections specifically indicate that certain inspections, tests, and other quality-control services are the Contractor's responsibility, the Contractor shall employ and pay a qualified independent testing agency to perform quality-control services. Costs for these services are included in the Contract Sum.
  - Where individual Sections specifically indicate that certain inspections, tests, and other quality-control services are the Owner's responsibility, the Owner will employ and pay a qualified independent testing agency to perform those services.
    - Such services include Special Inspections as required by the latest edition of the "Connecticut State Building Code".
    - b) Where the Owner has engaged a testing agency for testing and inspecting part of the Work, and the Contractor is also required to engage an entity for the same or related element, the Contractor shall not employ the entity engaged by the Owner. The Owner will engage the services of a

- qualified Special Inspector for this project. The Special Inspector, as a representative of the Owner, shall document and confirm compliance with the provisions of the Connecticut State Building Code for Special Inspections.
- c) Materials and assemblies for this project will be tested and construction operations inspected as the work progresses. Failure to detect any defective work or material shall not in any way prevent later rejection when such defect is discovered nor shall it obligate the State for final acceptance.
- d) The Owner's use of testing and inspection services shall in no way relieve the Contractor of the responsibility to furnish materials and finished construction in full compliance with the Contract Documents and the Connecticut State Building Code.
- B. Retesting: The Contractor is responsible for retesting where results of inspections, tests, or other quality-control services prove unsatisfactory and indicate noncompliance with Contract Document requirements, regardless of whether the original test was Contractor's responsibility.
  - The cost of retesting construction, revised or replaced by the Contractor, is the Contractor's responsibility where required tests performed on original construction indicated non-compliance with Contract Document requirements.
  - The Owner will issue a credit change order to cover all costs incurred related to all re-tests/reinspections due to non-compliance to the Contract Documents, including but not limited to the Owner's costs and the Consultant's costs.
- C. Associated Services: Cooperate with agencies performing required inspections, tests, and similar services, and provide reasonable auxiliary services as requested. Notify the Agency sufficiently in advance of operations to permit assignment of personnel. Auxiliary services required include, but are not limited to, the following:
  - 1. Provide access to the Work.
  - 2. Furnish incidental labor and facilities necessary to facilitate inspections and tests.
  - Take adequate quantities of representative samples of materials that require testing or assist the agency in taking samples.
  - 4. Provide facilities for storage and curing of test samples.
  - Deliver samples to testing laboratories.
  - 6. Provide an approved design mix proposed for use for material mixes that require control by the testing agency.
  - 7. Provide security and protection of samples and test equipment at the Project Site.
- D. Duties of the Testing Agency: The independent testing agency engaged to perform inspections, sampling, and testing of materials and construction specified in individual Sections shall cooperate with the Construction Administrator, Architect and the Contractor in performance of the testing agency's duties. The testing agency shall provide qualified personnel to perform required inspections and tests.
  - 1. The testing agency shall notify the Construction Administrator and the Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
  - 2. The testing agency is not authorized to release, revoke, alter, or enlarge requirements of the Contract Documents or approve or accept any portion of the Work.
  - 3. The testing agency shall not perform any duties of the Contractor.
- E. Owner will pay for the services of an independent testing agency laboratory to perform inspections, tests and other services required by the Specifications except as noted below, listed for which the Owner will issue a deduct change order to cover the cost associated with these tests:
  - When the Contractor notifies the Construction Administrator and/or Testing Agency less than 24 hours before the expected time of testing.
  - 2. When the Contractor requires testing for his own convenience.
  - 3. When the Contractor schedules a test and is not ready for the required test.
- F. Submit reports of tests that are part of the submittal requirements which indicate compliance or non-compliance with the specified standard.
- G. See also General Conditions Article 16 "Inspections & Tests".

- H. Fire Alarm/Acceptance Testing Procedures:
  - 1. For buildings exceeding the threshold limit, the fire alarm testing shall be as the authority having jurisdiction shall dictate. This will be as determined by the State Fire Marshals Office.
  - For buildings that do not exceed the threshold limit, the fire alarm testing shall be as the authority having jurisdiction shall dictate. This will be determined by the Department of Construction Services requirements as set below:
    - a. Protective Signaling Systems: All protective signaling systems shall meet with acceptance testing requirements of the applicable standards listed in Section 7-6.1.4, NFPA 101/2012 and NFPA 13/2010.
    - b. Prior Test Notification: At least five (5) working days prior to testing, the Fire Alarm Contractor shall notify (in writing) the following people of the proposed date the acceptance tests are to be performed (Also, see Part 2 of Certificate of Compliance).
      - 1) Department of Construction Services Team Representative
      - 2) General Contractor
      - 3) Engineer of Record
      - 4) Equipment Supplier Representative
      - 5) Sprinkler Contractor
    - c. Certificates of Compliance:
      - 1) A Fire Alarm System Inspection and Testing Certification and Description form shall be prepared for each system (See NFPA 72/2010 Chapter 14 and Figure 14-6.2.4).
      - 2) Parts 1 and 3 through 9, shall be completed after the system is installed and the installation of the wiring has been checked. Every alarm device must also be pre-tested to ensure proper operation and correct annunciation at each remote annunciator and control panel. Part 1 of the form (Certification of System Installation) shall be signed by the fire alarm contractor. The signed and completed preliminary copies of the Certification form shall be forwarded to all parties along with the Prior Test Notification.
      - Part 2, of each applicable form, shall be completed after the operational tests have been completed.
      - 4) After the completion of the operational acceptance tests and sign-off of test witness (with stipulations noted), final copies of the Certificates shall be forwarded to the Department of Construction Services Representatives.

# d. Tests:

- 1) All tests shall be conducted in accordance with the Manufacturer's Testing Recommendations.
- All testing equipment, apparatus (i.e. sound level decibel meter, 2-way radio communication, test devices, ladders, tools, lighting, etc.) and personnel shall be supplied by the Fire Alarm Contractor and Sprinkler Contractor.
- e. System Documentation: Every system shall include the following documentation, which shall be delivered to the Department of Construction Services Representatives upon final acceptance of the system. An owner's manual or manufacturer's installation instructions covering all system equipment, including the following:
  - A detailed narrative description of the system inputs, evacuation signaling, ancillary functions, annunciation, intended sequence of operations, expansion capability, application considerations, and limitations.
  - Operator's instructions for basic systems operations including alarm acknowledgment, system
    reset, interpreting system output (LED's CRT display, and printout), operation of manual
    evacuation signaling and ancillary function controls, changing printer paper, etc.

- 3) A detailed description of routine maintenance and testing as required and recommended and as would be provided under a maintenance contract, including testing and maintenance instructions for each type of device installed. This information should include:
  - (a) A listing of individual system components that require periodic testing and maintenance.
  - (b) Step by step instructions detailing the requisite testing and maintenance procedures and the intervals at which those procedures should be performed.
  - (c) A schedule that correlates the testing and maintenance procedures required by paragraph (2) above and with the listing required by paragraph (1) above.
- 4) Detailed troubleshooting instructions for each type of trouble condition recognized by the system, including opens, grounds, parity errors, "loop failures," etc. These instructions should include a list of all trouble signals, and step by step instructions describing how to isolate those problems and correct them (or call for service as appropriate).
- 5) A service directory, including a list of names and telephone numbers for those who should be called to service the system.

# f. As-Built Drawings:

The Contractor will produce two (2) sets of as-built drawings and specifications for the fire alarm system, indicating the location (and programmed address, if applicable) of all devices and appliances, the wiring sequences, wiring methods, connection of the components, and sequence of operation of the protective signaling system as installed, shall be given to the Department of Construction Services representatives. This shall be in Accordance with NFPA 72/2010. Refer also to Section 01 77 00 "Closeout Procedures".

# 1.4 SUBMITTALS

- A. Unless the Contractor is responsible for this service, the independent testing agency shall submit a certified written report, in duplicate, of each inspection, test, or similar service to the Construction Administrator. If the Contractor is responsible for the service, submit a certified written report, in duplicate, of each inspection, test, or similar service through the Contractor.
  - Submit additional copies of each written report directly to the governing authority, when the authority so directs.
  - Report Data: Written reports of each inspection, test, or similar service include, but are not limited to, the following:
    - a. Date of issue.
    - b. Project title and number.
    - c. Name, address, and telephone number of testing agency.
    - d. Dates and locations of samples and tests or inspections.
    - e. Names of individuals making the inspection or test.
    - f. Designation of the Work and test method.
    - g. Identification of product and Specification Section.
    - h. Complete inspection or test data.
    - i. Test results and an interpretation of test results.
    - Ambient conditions at the time of sample taking and testing.
    - Comments or professional opinion on whether inspected or tested Work complies with Contract Document requirements.
    - I. Name and signature of laboratory inspector.
    - m. Recommendations on re-testing.

#### 1.5 QUALITY ASSURANCE

A. Qualifications for Service Agencies: Engage inspection and testing service agencies, including independent testing laboratories, that are pre-qualified as complying with the National Voluntary Laboratory Accreditation Program and that specialize in the types of inspections and tests to be performed.

- 1. Each independent inspection and testing agency engaged on the Project shall be authorized by authorities having jurisdiction to operate in the state where the Project is located.
- B. Mockups: Provide full-size, physical assemblies that are constructed on-site. Mockups will be 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. Approved mockups establish the standard by which the Work will be judged.

# PART 2 - PRODUCTS (Not Applicable)

# **PART 3 - EXECUTION**

#### 3.1 MOCKUPS

- A. Build site-assembled mockups using installers who will perform same tasks for project.
- B. 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 or Construction Administrator.
  - Notify Architect and Construction Administrator seven (7) days in advance of dates and times when mockups will be constructed.
  - 3. Demonstrate the proposed range of aesthetic effects and workmanship.
  - Obtain Architect's and Construction Administrator's approval of mockups before starting work, fabrication, or construction.
  - 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.

# 3.2 REPAIR AND PROTECTION

- A. General: Upon completion of inspection, testing, sample taking and similar services, repair damaged construction and restore substrates and finishes. Comply with Contract Document requirements for Division 01 Section 01 73 29 "Cutting and Patching."
- B. Protect constructions exposed by or for quality-control service activities, and protect repaired construction.
- C. Repair and protection is Contractor's responsibility, regardless of the assignment of responsibility for inspection, testing, or similar services.

**END OF SECTION 01 45 00** 

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# **PART 1 - GENERAL**

# 1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including Division 00 General Conditions of the Contract for Construction for Design-Bid-Build and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

# 1.2 SUMMARY

- A. This Section includes requirements for identification badges, parking stickers, construction facilities and temporary controls, including temporary utilities, support facilities, and security and protection.
- B. Temporary utilities include, but are not limited to, the following:
  - 1. Temporary water service and distribution.
  - 2. Temporary electric power and lighting services.
  - 3. Temporary heating, cooling and ventilation
  - 4. Temporary telephone service and data.
  - 5. Temporary sanitary facilities, including drinking water.
  - 6. Storm and sanitary sewer.
- C. Support facilities include, but are not limited to, the following:
  - 1. Field offices Contractor, Subcontractor, Owner, and Construction Administrator.
  - 2. Storage and fabrication sheds.
  - 3. Temporary enclosures.
  - 4. Temporary lifts, hoists and elevator use.
  - 5. Temporary project identification signs.
  - 6. Collection and disposal of waste and cleaning.
  - 7. Temporary Environmental Controls.
  - 8. Stairs.
- D. Security and protection facilities include, but are not limited to, the following:
  - 1. Temporary fire protection.
  - 2. Permanent fire protection.
  - 3. Barricades, warning signs, and lights.
  - 4. Security enclosure and lockup.
  - 5. **Protection.**
  - 6. Environmental protection.
  - 7. Traffic ways.
  - 8. Identification badges for Contractor's personnel & parking stickers.

#### 1.4 SUBMITTALS

- A. **Temporary Utilities:** Submit reports of tests, inspections, meter readings, and similar procedures performed on temporary utilities.
- B. **Implementation and Termination Schedule:** Within twenty-one (21) days of the date established for commencement of the Work, submit a schedule indicating implementation and termination of each temporary utility.

Page 2 of 9

# 1.5 QUALITY ASSURANCE

- A. **Regulations:** Comply with industry standards and applicable laws and regulations of authorities having jurisdiction including, but not limited to, the following:
  - Building and fire code requirements.
  - 2. Health and safety regulations.
  - 3. Utility company regulations.
  - 4. Police, fire department, and rescue squad rules.
  - 5. Environmental protection regulations.
  - 6. Americans with Disabilities Act.
- B. **Standards:** OSHA. Comply with NFPA 241 "Standard for Safeguarding Construction, Alteration, and Demolition Operations," ANSI A10 Series standards for "Safety Requirements for Construction and Demolition," and NECA 200 "Recommended Practice for Installing and Maintaining Temporary Electric Power at Construction Sites."
  - Electrical Service: Comply with NEMA, NECA, and UL standards and regulations for temporary electric service. Install service in compliance with NFPA 70 "National Electric Code."
- C. **Inspections:** Arrange for authorities having jurisdiction to inspect and test each temporary utility before use. Obtain required certifications and permits.

# 1.6 PROJECT CONDITIONS

- A. **Temporary Utilities:** Prepare a schedule indicating dates for implementation and termination of each temporary utility. At the earliest feasible time, when acceptable to the Owner, the Construction Administrator will direct the change over from use of temporary service to use of permanent service.
- B. **Conditions of Use:** Keep temporary services and facilities clean and neat in appearance. Operate in a safe and efficient manner. Relocate temporary services and facilities as the Work progresses. Do not overload facilities or permit them to interfere with progress. Take necessary fire-prevention measures. Do not allow hazardous, dangerous, or unsanitary conditions, or public nuisances to develop or persist on-site.

# **PART 2 - PRODUCTS**

# 2.1 MATERIALS

- A. **General:** Provide new materials. If acceptable to the Architect, the Contractor may use undamaged, previously used materials in serviceable condition. Provide materials suitable for use intended.
- B. Lumber and Plywood: Comply with requirements in Division 06 Section 06 10 00 "Rough Carpentry."
  - 1. For signs and directory boards, provide 3/4-inch exterior grade, Grade A-B Fir plywood. Mount sign on preservative treated Fir posts.
    - a. Project sign shall be 4' x 8' painted and supported on 4-inch x 4-inch posts, of a design to be provided by the Owner via the Construction Administrator.
  - 2. **Vision Barriers:** Provide minimum 1/2-inch thick exterior plywood.
  - For safety barriers, sidewalk bridges, and similar uses, provide minimum 5/8-inch thick exterior plywood.

# C. Paint:

- For sign and directory boards applying graphics, provide exterior-grade alkyd gloss enamel over exterior primer unless otherwise indicated.
- D. **Tarpaulins:** Provide waterproof, fire-resistant, UL-labeled tarpaulins with flame-spread rating of 15 or less. For temporary enclosures, provide translucent, nylon-reinforced, laminated polyethylene or polyvinyl chloride, fire-retardant tarpaulins.
- E. Water: Provide potable water approved by local health authorities.

Page 3 of 9

F. **Enclosure Fencing:** Provide 0.120-inch thick, galvanized 2-inch chain link fabric fencing six (6) feet high galvanized steel pipe posts, 1-1/2 inches knuckle both bottom and top I.D. for line posts and 2-1/2 inches I.D. for corner posts.

#### 2.2 EQUIPMENT

- A. **General:** Provide new equipment. If acceptable to the Architect, the Contractor may use undamaged, previously used equipment in serviceable condition. Provide equipment suitable for use intended.
  - The Contractor shall furnish tools, apparatus and appliances, hoists and/or cranes and power for same, scaffolding, runways, ladders, temporary supports and bracing and similar work or material necessary to insure convenience and safety in the execution of the Contract except where this is otherwise specified in any Specification Section. All such items shall meet the approval of the Owner but responsibility for design, strength and safety shall remain with the Contractor. All such items shall comply with Federal OSHA regulations and applicable codes, statutes, rules and regulations, including compliance with the requirements of the current edition of the "Manual of Accident Prevention in Construction" published by the Associated General Contractors (AGC) and the standards of the State Labor Department.
  - Staging, exterior and interior, required for the execution of this Contract, shall be furnished, erected, relocated if necessary and removed by the General Contractor. Staging shall be maintained in a safe condition without charge to and for the use of all trades as needed.
- B. **Water Hoses:** Provide 3/4-inch, heavy-duty, abrasion-resistant, flexible rubber hoses with pressure rating greater than the maximum pressure of the water distribution system. Provide adjustable shutoff nozzles at hose discharge and backflow preventers.
- C. **Electrical Outlets:** Provide properly configured, NEMA-polarized outlets to prevent insertion of 110- to 120-Volt plugs into higher voltage outlets. Provide receptacle outlets equipped with ground-fault circuit interrupters, reset button, and pilot light for connection of power tools and equipment.
- D. Electrical Power Cords: Provide grounded extension cords. Use hard-service cords where exposed to abrasion and traffic. Provide waterproof connectors to connect separate lengths of electric cords if single lengths will not reach areas where construction activities are in progress. Do not exceed safe length-voltage ratio.
- E. **Lamps and Light Fixtures:** Provide general service lamps of wattage required for adequate illumination. Provide guard cages or tempered-glass enclosures where exposed to breakage. Provide exterior fixtures where exposed to moisture.
- F. **Heating Units:** Provide temporary heating units that have been tested and labeled by UL, FM, or another recognized trade association related to the type of fuel being consumed.
- G. **Temporary Field Offices:** Provide prefabricated or mobile units with lockable entrances, operable windows, and serviceable finishes. Provide heated and air-conditioned units on foundations adequate for normal loading for the Contractor's use. The Contractor will be able to use space within the boiler room for field operations.
- H. **Temporary Toilet Units:** The Agency will allow the toilets located near the boiler room and in the pipe tunnel corridor for Contractor use. If others are needed, provide self-contained, single-occupant toilet units of the chemical, aerated recirculation, or combustion type. Provide units properly vented and fully enclosed with a glass-fiber-reinforced polyester shell or similar nonabsorbent material.
- I. Fire Extinguishers: Provide hand-carried, portable, UL-rated, Class A fire extinguishers for temporary offices and similar spaces. In other locations, provide hand-carried, portable, UL-rated, Class ABC, drychemical extinguishers or a combination of extinguishers of NFPA-recommended classes for the exposures.
  - Comply with NFPA 10 and NFPA 241 for classification, extinguishing agent, and size required by location and class of fire exposure.

Page 4 of 9

# **PART 3 - EXECUTION**

### 3.1 INSTALLATION

- A. Use qualified personnel for installation of temporary facilities. Locate facilities where they will serve the Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required.
- B. Provide each facility ready for use when needed to avoid delay. Maintain and modify as required. 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. **General:** Engage the appropriate local utility company to install temporary service or connect to existing service. Where company provides only part of the service, provide the remainder with matching, compatible materials and equipment. Comply with company recommendations.
  - Arrange with company and existing users for a time when service can be interrupted, if necessary, to make connections for temporary services.
  - 2. Provide adequate capacity at each stage of construction. Prior to temporary utility availability, provide trucked-in services.
  - 3. Obtain easements to bring temporary utilities to the site where the Owner's easements cannot be used for that purpose.
  - 4. Use Charges: If cost or use charges for temporary facilities are specified by this section to be borne by the Owner the cost or use charges for temporary facilities will be borne not longer than thirty (30) days after final acceptance of the project.

### B. Temporary Water Service and Distribution:

1. Connect to existing facilities, through an approved backflow prevention device; extend branch piping with outlets so that water is available by use of hoses. Owner will pay for water used. The Contractor shall not waste water or use faulty equipment. The Contractor shall provide, at his own expense, all connections, extensions and other apparatus required for use of such services. Upon completion of the Contract, the Contractor shall disconnect temporary extensions and return utility to its original condition.

### C. Temporary Electric Power and Lighting Services:

- Power Distribution System: Install wiring overhead and rise vertically where least exposed to damage. Where permitted, wiring circuits not exceeding 125 Volts, ac 20 Ampere rating, and lighting circuits may be nonmetallic sheathed cable where overhead and exposed for surveillance.
- 2. Temporary Lighting: When overhead floor or roof deck has been installed, provide temporary lighting with local switching. Install and operate temporary lighting that will fulfill security and protection requirements without operating the entire system. Provide temporary lighting that will provide adequate illumination for construction operations and traffic conditions.

# C. Temporary Heating, Cooling and Ventilating:

- Provide temporary heat required by construction activities for curing or drying of completed installations or for protection of installed construction from adverse effects of low temperatures or high humidity. Select safe equipment that will not have a harmful effect on completed installations or elements being installed. Coordinate ventilation requirements to produce the ambient condition required and minimize consumption of energy.
  - Heating Facilities: Except where the Owner authorizes use of the permanent system, provide vented, self-contained, LP-gas or fuel oil heaters with individual space thermostatic control.
  - b. Use of gasoline-burning space heaters, open flame, or salamander heating units is prohibited.
- Provide temporary heat during construction for interior areas included in the Contract to counteract low temperatures or excessive dampness. Maintain during said period or periods until final completion of the Contract, unless otherwise approved by the Owner in writing.

Windows, doors, ventilators and similar openings shall be temporarily closed. Provide heat and ventilation to maintain specified conditions for construction operations and to protect materials and finishes from damage by temperature or humidity. The permanent heating system is not to be used for temporary heating unless approved, in writing, by the Owner. If approved, use of the permanent heating system by the Contractor does not constitute beneficial use by the Owner. The warrantee for said system will not commence until Substantial Completion is granted. Costs shall be paid by the Contractor. See individual Sections for temperature/humidity limits. Temporary heating methods shall comply with OSHA regulations and other applicable codes, statutes, rules and regulations and shall be approved by the Architect/Engineer and Owner.

- 3. Permanent air handling equipment, when used for temporary heating, shall be equipped with disposable "construction" filters. The construction filters shall have an average efficiency at least equal to the filters specified under Division 23, but not less than 30 percent when tested in accordance with ASHRAE 52.2 "Method of Testing General Ventilation Air-Cleaning Devices for Removal Efficiency by Particle Size." The filters shall have an average arrestance of not less than 90 percent efficiency on one (1) micron size particles. Before turning over the system for final acceptance, the contractor shall remove and dispose of the construction filters; clean the ductwork; spray clean the heating and cooling coils, and drain pans to "like new" condition: and install filters.
- 4. The Contractor may use the existing heating system with temporary extensions, radiators or unit heaters, but such use is subject to the Owner's approval. Coordinate use of existing facilities with Owner. Provide additional, temporary extensions and units to satisfy the criteria given in the preceding paragraph. Owner will pay cost of energy used. Take measures to conserve energy. At the termination of construction, return the facilities to their original condition. Before operation of permanent facilities, verify that installation is approved for operation and that filters are in place.
- D. **Temporary Telephone Service and Data:** Provide temporary telephone service throughout the construction period for all contractor's personnel engaged in construction activities. Contractor shall provide telephone service in his office, if provided. It is preferred that the Contractor use a cellular phone. Basic service and local calls will be paid for by the Contractor. Toll calls will be paid for by the respective users.
  - 1. **Separate Telephone Lines:** Provide additional telephone lines for the following:
    - a. Where an office has more than **two (2)** occupants, install a telephone for each additional occupant or pair of occupants.
  - 2. At each telephone, post a list of important telephone numbers.
- E. **Temporary Sanitary Facilities, Including Drinking Water:** Temporary sanitary facilities include temporary toilets, wash facilities, and drinking-water fixtures. Comply with regulations and health codes for the type, number, location, operation, and maintenance of fixtures and facilities. Install where facilities will best serve the Project's needs.
  - 1. Provide toilet tissue, wash basins with water, soap and paper towels, paper cups, and similar disposable materials for each facility. Provide covered waste containers for used material. The Contractor shall maintain the facilities in a sanitary condition.
  - Toilets: The Contractor shall install self-contained chemical toilet units. Shield toilets to
    ensure privacy. Use of pit-type privies will not be permitted. Provide separate facilities for
    male and female personnel.
  - 3. **Water Coolers:** Where power is accessible, provide electric hot/cold water coolers to maintain dispensed cold water temperature at 45 to 55 degrees F. Provide bottled water service and cup supplies and maintain in a clean sanitary condition.
- F. **Storm and Sanitary Sewer:** If sewers are available, provide temporary connections to remove effluent that can be discharged lawfully.
  - 1. Filter out excessive amounts of soil, construction debris, chemicals, oils, and similar contaminants that might clog sewers or pollute waterways before discharge.
  - 2. Connect temporary sewers to the municipal system, as directed by sewer department officials.
  - 3. Maintain temporary sewers and drainage facilities in a clean, sanitary condition. Following heavy use, restore normal conditions promptly.

#### 3.3 SUPPORT FACILITIES INSTALLATION

- A. **Storage and Fabrication Sheds:** Install storage and fabrication sheds sized, furnished, and equipped to accommodate materials and equipment involved, including temporary utility service. Sheds may be open shelters or fully enclosed spaces within the building or elsewhere on-site.
  - Storage sheds for tools, materials and equipment shall be weathertight with heat, lighting and ventilation for products requiring controlled conditions.
  - 2. Remove temporary materials, equipment services and construction before Substantial Completion.
  - 3. Clean and repair damage caused by installation or use of temporary facilities. Restore existing facilities used during construction to specified or original condition.
- B. **Temporary Enclosures**: Provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities.
  - Where heat is needed and the permanent building enclosure is not complete, provide temporary enclosures where there is no other provision for containment of heat. Coordinate enclosure with ventilating and material drying or curing requirements to avoid dangerous conditions and effects.
  - 2. Install tarpaulins securely, with incombustible wood framing and other materials. Close openings of 25-sq ft or less with plywood or similar materials.
  - Close openings through floor or roof decks and horizontal surfaces with load-bearing, woodframed construction.
  - 4. Where temporary enclosure exceeds 100-sq ft in area, use UL-labeled, fire-retardant-treated material for framing and main sheathing.

### C. Temporary Lifts, Hoists and Elevator Use:

- Provide facilities for hoisting materials and employees. Truck cranes and similar devices used for hoisting materials are considered "tools and equipment" and not temporary facilities.
- 2. The freight elevator within the Student Center building is available for the Contractor's use, shared with Owner use for typical College activities. The Contractor will be provided with one key for use of this elevator. It is available only on a first call, first service basis.
- D. Temporary Project Identification Signs: Prepare project identification and other signs of size indicated. Install signs where indicated to inform the public and persons seeking entrance to the Project. Support on posts or framing of preservative-treated wood or steel. Do not permit installation of unauthorized signs.
  - 1. **Project Sign:** Engage an experienced sign painter to apply graphics. Comply with details to be furnished by the Construction Administrator.
    - a. **Temporary Tripod Frame**: For groundbreaking ceremonies only, provide a temporary tripod for the sign illustrated and described below. Make the tripod of 12 ft long 2" x 4"s (Stud Grade), beveled and bolted at the top. Provide approximately 5-ft between legs at grade. Provide a 6-ft long, 2" x 4" seat for the sign; locate 5-ft above grade and nail in place. Nail sign at four (4) places where edges intersect tripod legs. Drive a 24" long, pointed 2" x 4" stake into the earth next to each leg and nail to legs.
    - b. Project Sign: The Contractor shall contact the Construction Administrator for the proper wording for the project sign. Fabricate sign of 3/4" Exterior Grade A-B Fir plywood. Mount sign on preservative treated Fir posts. The Owner shall provide design, color selection and illustration of the Project Sign. Paint both sides and all edges of sign and the posts with two (2) coats of exterior, white, alkyd primer. Paint the border and letters with "bulletin" (sign) paint. Letter sizes, colors and related information are given on the illustration below. A self-adhesive decal of the State seal will be furnished at the Contract signing. Erect the sign within two (2) weeks after execution of the Contract and remove the sign within one (1) week after completion of the project.
    - Project Sign Detail: Sign letter sizes, fonts, colors and related information are shown
      in the illustration available for download from the DAS website (<a href="www.ct.gov/das">www.ct.gov/das</a>) >

Page 7 of 9

Doing Business With The State > State Building Construction > Publications and Forms > DAS Construction Services Library > 3000 Series - Design Phase Forms.

# E. Collection and Disposal of Waste and Cleaning:

- 1. Collect waste within the contract limit line from construction areas daily. Provide separate containers for proper waste recycling. Comply with requirements of NFPA 241 for removal of combustible waste material and debris. Enforce requirements strictly. Do not hold materials more than seven (7) days during normal weather or three (3) days when the temperature is expected to rise above 80 degrees F. Handle hazardous, dangerous, or unsanitary waste materials separately from other waste by containerizing properly. Dispose of material lawfully.
- 2. Maintain areas under Contractor's control free of waste materials, debris and rubbish. Maintain in a clean and orderly condition.
- Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces and other closed or remote spaces before closing the space.
- 4. Periodically clean interior areas before start of surface finishing and continue cleaning on an as-needed basis.
- Control cleaning operations so that dust and other particulates will not adhere to wet or newly coated surfaces.
- F. **Temporary Environmental Controls:** Contractor is to provide the following controls.
  - 1. Dust Control (construction and demolition).
  - 2. Noise Control.
  - Traffic Control.
- G. **Stairs:** Until permanent stairs are available, provide temporary stairs where ladders are not adequate. Cover finished permanent stairs with a protective covering of plywood or similar material so finishes will be undamaged at the time of acceptance.

### 3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION (listed in Paragraph 1.2 D)

- A. Except for use of permanent fire protection as soon as available, do not change over from use of temporary security and protection facilities to permanent facilities until Substantial Completion, or longer, as requested by the Owner.
- B. **Temporary Fire Protection:** Until fire-protection needs are supplied by permanent facilities, install and maintain temporary fire-protection facilities of the types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 10 "Standard for Portable Fire Extinguishers" and NFPA 241 "Standard for Safeguarding Construction, Alterations, and Demolition Operations."
  - 1. Provide and locate fire extinguishers where convenient and effective for their intended purpose, but not less than one extinguisher on each floor at or near each usable stairwell.
  - 2. Store combustible materials in containers in fire-safe locations.
  - 3. Maintain unobstructed access to fire extinguishers, fire hydrants, temporary fire-protection facilities, stairways, and other access routes for fighting fires. Prohibit smoking in hazardous fire-exposure areas.
  - 4. Provide supervision of welding operations, combustion-type temporary heating units, and similar sources of fire ignition.
  - 5. The Contractor, during construction, shall be responsible for loss or damage by fire to the work of the Contract until completion. Any fire used within the structure for working purposes shall be extinguished when not in use. Bitumen or tar shall be melted on the ground only. No flammable material shall be stored in the structure in excess of amounts allowed by the authorities. No gasoline shall be stored in or close to the building at any time. The Contractor shall assign a responsible employee to be in charge of fire protection measures.
  - 6. If an EPDM or other single-ply roof is included in the work that requires cleaning of mating surfaces of laps with gasoline, limit amount of gasoline on roof to two (2) gallons which shall be in UL listed containers. Also provide one 30 B:C fire extinguisher within 75 feet of any point on the roof.

C. Permanent Fire Protection: At the earliest feasible date in each area of the Project, complete installation of the permanent fire-protection facility, including connected services, and place into operation and use. Instruct key personnel on use of facilities.

### D. Security for Site and Agency:

- Coordinate with the Owner's and the campus police security programs.
- The Contractor shall be solely responsible for damage, loss or liability due to theft or vandalism.
- E. **Barricades, Warning Signs, and Lights:** Comply with standards and code requirements for erection of structurally adequate barricades. Paint with appropriate colors, graphics, and warning signs to inform personnel and the public of the hazard being protected against. Where appropriate and needed, provide lighting, including flashing red or amber lights.
  - Provide covered walkways as required by governing authorities for public rights-of-way and for public access to existing buildings.
  - Provide temporary, insulated, weathertight closures at openings to the exterior to provide acceptable working conditions and protection for materials, to allow for temporary heating and to prevent entry of unauthorized persons. Provide doors with self-closing hardware and locks.
  - 3. Barriers and enclosures shall be in conformance with code requirements. Do not block egress from occupied buildings unless necessary to further the work of the Contract. In this case, secure the Owners approval of an alternate egress plan.
  - 4. See also General Conditions Article 19, "Protection of the Work, Persons and Property".
- F. **Security Enclosure and Lockup:** Install substantial temporary enclosure of partially completed areas of construction. Provide locking entrances to prevent unauthorized entrance, vandalism, theft, and similar violations of security. Provide keys to the Construction Administrator.
  - Storage: Where materials and equipment must be stored, and are of value or attractive for theft, provide a secure lockup. Enforce discipline in connection with the installation and release of material to minimize the opportunity for theft and vandalism.

#### G. Protection:

- Protect buildings, equipment, furnishings, grounds and plantings from damage. Any damage shall be repaired or otherwise made good at no expense to the Owner.
- Provide protective coverings and barricades to prevent damage. The Contractor shall be held responsible for, and must make good at his own expense, any water or other type of damage due to improper coverings. Protect the public and building personnel from injury.
- 3. Provide temporary protection for installed products. Control traffic in immediate area to minimize damage.
- 4. Provide protective coverings for walls, projections, jambs, sills and soffits of openings. Protect finished floors and stairs from traffic, movement of heavy objects and storage. Prohibit traffic and storage on waterproofed and roofed surfaces and on lawn and landscaped areas.
- Provide temporary partitions and ceilings to separate work areas from Agency-occupied areas
  to prevent penetration of dust and moisture into Agency-occupied areas and equipment. Erect
  framing and sheet materials with closed joints and sealed edges at intersections with existing
  surfaces.
- 6. See also General Conditions Article 19, "Protection of the Work, Persons and Property".
- H. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction in ways and by methods that comply with environmental regulations, and minimize the possibility that air, waterways, and subsoil might be contaminated or polluted or that other undesirable effects might result.

# I. Traffic Ways:

 The Contractor may use on-site paved roads and parking areas but shall not encumber same or their access. Public highways shall not be blocked by standing trucks, parked cars, material storage, construction operations or in any other manner.

Page 9 of 9

- Public roads and existing paved roads, drives and parking areas on Owner's property shall be kept free from scrap or debris due to construction operations and any damage to their surface caused by the Contractor shall be repaired by him at his own expense.
- 3. If the work of the Contract affects public use of any street, road, highway or thoroughfare, the Contractor shall confer with the police authority having jurisdiction to determine if and how many police are needed for public safety in addition to any barriers and signals that may be needed. The Contractor will be responsible for payment of any needed police services.
- 4. Arrange for deliveries to be made before 8:30 AM when possible so as not to disrupt student traffic on campus.

# J. Identification Badges for Contractor's Personnel, Visitors & Parking Stickers:

- The Contractor will provide each person working or visiting at the site with an identification badge, bearing the name of the Contractor and a number. As badges are assigned, a record shall be kept by the Contractor and given to the Construction Administrator and Agency Administrator. Update and correct the records of all badges issued on a semi-monthly basis.
- Badges are to be worn on outer garment where visible at all times while at the construction site, return them to the Contractor's field office at the end of each day and pick them up there each morning.
- All vehicles parking on campus and those used around the site require an ID sticker. They will
  be issued by the Agency. Each contractor shall apply for parking stickers through the
  Construction Administrator no more than semi-monthly and shall keep record of all stickers
  issued.

### 3.5 OPERATION, TERMINATION, AND REMOVAL

- A. **Supervision:** Enforce strict discipline in use of temporary facilities. Limit availability of temporary facilities to essential and intended uses to minimize waste and abuse.
- B. Maintenance: Maintain facilities in good operating condition until removal. Protect from damage by freezing temperatures and similar elements.
  - 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.
  - 2. Protection: Prevent water-filled piping from freezing. Maintain markers for underground lines. Protect from damage during excavation operations.
- C. Termination and Removal: Unless the Architect/CA requests that it be maintained longer, remove each temporary facility when the need has ended, when 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 the temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
  - Materials and facilities that constitute temporary facilities are the Contractor's property. The Owner reserves the right to take possession of project identification signs.
  - 2. Remove temporary paving not intended for or acceptable for integration into permanent paving. Where the area is intended for landscape development, remove soil and aggregate fill that do not comply with requirements for fill or subsoil in the area. Remove materials contaminated with road oil, asphalt and other petrochemical compounds, and other substances that might impair growth of plant materials or lawns. Repair or replace street paving, curbs, and sidewalks at the temporary entrances, as required by the governing authority.
  - 3. At Substantial Completion, clean and renovate permanent facilities used during the construction period including, but not limited to, the following:
    - a. Replace air filters and clean inside of ductwork and housings.
    - b. Replace significantly worn parts and parts subject to unusual operating conditions.
    - c. Replace lamps burned out or noticeably dimmed by hours of use.

#### END OF SECTION 01 50 00

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#### **PART 1 - GENERAL**

### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. This Section includes administrative and procedural requirements governing the Contractor's selection of products for use in the Project.
- B. Related Sections: The following Sections contain requirements that relate to this Section:
  - 1. Division 01 Section 01 25 00 "Substitution Procedures" specifies administrative procedures for handling requests for substitutions made after award of the Contract.
  - Division 01 Section 01 33 00 "Submittal Procedures" specifies requirements for submittal of the Contractor's Construction Schedule and the Submittal Schedule.
  - 3. Division 01 Section 01 42 20 "Reference Standards and Definitions" specifies the applicability of industry standards to products specified.

#### 1.3 DEFINITIONS

- A. Definitions used in this Article are not intended to change the meaning of other terms used in the Contract Documents, such as "specialties," "systems," "structure," "finishes," "accessories," and similar terms. Such terms are self-explanatory and have well-recognized meanings in the construction industry.
  - 1. "Products" are items purchased for incorporation in the Work, whether purchased for the Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
    - a. "Named Products" are items identified by the manufacturer's product name, including make or model number or other designation, shown or listed in the manufacturer's published product literature, which is current as of the date of the Contract Documents.
  - 2. "Materials" are products substantially shaped, cut, worked, mixed, finished, refined or otherwise fabricated, processed, or installed to form a part of the Work.
  - 3. "Equipment" is a product with operational parts, whether motorized or manually operated, that requires service connections, such as wiring or piping.

### 1.4 QUALITY ASSURANCE

- A. Source Limitations: To the fullest extent possible, provide products of the same kind from a single source.
- B. **Compatibility of Options:** When the Contractor is given the option of selecting between two (2) or more products for use on the Project, the product selected shall be compatible with products previously selected, even if previously selected products were also options.
- C. Nameplates: Except for required labels and operating data, do not attach or imprint manufacturer's or producer's nameplates or trademarks on exposed surfaces of products that will be exposed to view in occupied spaces or on the exterior.
  - Labels: Locate required product labels and stamps on concealed surfaces or, where required for observation after installation, on accessible surfaces that are not conspicuous.
  - Equipment Nameplates: Provide a permanent nameplate on each item of service-connected or poweroperated equipment. Locate on an easily accessible surface that is inconspicuous in occupied spaces. The nameplate shall contain the following information and other essential operating data:
    - a. Name of product and manufacturer.
    - b. Model and serial number.
    - c. Capacity.
    - d. Speed.
    - e. Ratings.

### 1.5 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle products according to the manufacturer's recommendations, using means and methods that will prevent damage, deterioration, and loss, including theft.
  - Schedule delivery to minimize long-term storage at the site and to prevent overcrowding of construction spaces.
  - Coordinate delivery with installation time to assure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
  - 3. Deliver products to the site in an undamaged condition in the manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing. Store products in accordance with manufacturers' instructions and maintain within temperature and humidity range required by manufacturer.
  - 4. Inspect products upon delivery to ensure compliance with the Contract Documents and to ensure that products are undamaged and properly protected.
  - Store products at the site in a manner that will facilitate inspection and measurement of quantity or counting of units.
  - 6. Store heavy materials away from the Project structure in a manner that will not endanger the supporting construction.
  - 7. Store products subject to damage by the elements above ground, under cover in a weathertight enclosure, with ventilation adequate to prevent condensation.
  - 8. For exterior storage of fabricated products, place on sloped supports above ground. Cover products subject to deterioration with impervious sheet covering; provide ventilation to avoid condensation.
  - Store loose granular material on solid surfaces in a well-drained area; prevent mixing with foreign matter.
  - Arrange storage to provide access for inspection. Periodically inspect to insure products are undamaged and are maintained under required conditions. Keep log showing date, time and problems, if any.
  - 11. Stone, masonry units and similar materials shall be stored on platforms or dry skids and shall be adequately covered and protected against damage.
  - 12. Materials and equipment shall be delivered, stored and handled to prevent intrusion of foreign matter and damage by weather or breakage. Packaged materials shall be delivered and stored in original, unbroken packages.
  - 13. Promptly inspect shipments to assure that products comply with requirements, that quantities are correct and products are undamaged.
  - Packages, materials and equipment showing evidence of damage will be rejected and replaced at no additional cost to the Owner.

#### **PART 2 - PRODUCTS**

## 2.1 PRODUCT SELECTION

- A. **General Product Requirements:** Provide products that comply with the Contract Documents, that are undamaged and, unless otherwise indicated, new at the time of installation.
  - 1. Provide products complete with accessories, trim, finish, safety guards, and other devices and details needed for a complete installation and the intended use and effect.
  - 2. Standard Products: Where available, provide standard products of types that have been produced and used successfully in similar situations on other projects.
- B. **Product Selection Procedures:** The Contract Documents and governing regulations govern product selection. Procedures governing product selection include the following:
  - Semi-proprietary Specification Requirements: Where Specifications name two (2) or more products or manufacturers, provide one (1) of the products indicated. Comply with the requirements of Division 01 Section 01 25 00 "Substitution Procedures."

- 2. Descriptive Specification Requirements: Where Specifications describe a product or assembly, listing exact characteristics required, with or without use of a brand or trade name, provide a product or assembly that provides the characteristics and otherwise complies with Contract requirements.
- 3. Compliance with Standards, Codes, and Regulations: Where Specifications only require compliance with an imposed code, standard, or regulation, select a product that complies with the standards, codes, or regulations specified.
- 4. Visual Selection: Where specified product requirements include the phrase "...as selected from manufacturer's standard colors, patterns, textures..." or a similar phrase, select a product and manufacturer that complies with other specified requirements. The Architect will select the color, pattern, and texture from the product line selected.

# **PART 3 - EXECUTION**

#### 3.1 INSTALLATION OF PRODUCTS

- A. Comply with manufacturer's instructions and recommendations for installation of products in the applications indicated. Anchor each product securely in place, accurately located and aligned with other Work.
  - 1. Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.

END OF SECTION 01 60 00

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PROJECT NO.: BI-CTC-500

# **PART 1 - GENERAL**

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for cutting and patching.
- B. Related Sections: The following Sections contain requirements that relate to this Section:
  - 1. Division 01 Section 01 31 00 "Project Management and Coordination" for procedures for coordinating cutting and patching with other construction activities.
  - 2. Division 01 Section 01 35 16 "Alteration Project Procedures" for procedures for coordinating cutting and patching with other construction activities.
  - Division 02 Section 02 41 19 "Selective Demolition" for demolition of selected portions of the building for alterations.
  - 4. Division 02 Section for deconstruction of selected portions of the building for alterations.
  - Refer to other Sections for specific requirements and limitations applicable to cutting and patching individual parts of the Work.
    - a. Requirements of this Section apply to mechanical and electrical installations. Refer to Division 22, 23, and 26 Sections for other requirements and limitations applicable to cutting and patching mechanical and electrical installations.

#### 1.3 SUBMITTALS

- A. **Cutting and Patching Proposal:** Submit a proposal to the Construction Administrator describing procedures well in advance of the time cutting and patching will be performed and if the Owner's Representative and/or Architect/Engineer requires approval of these procedures before proceeding. Request approval to proceed. Include the following information, as applicable, in the proposal:
  - Describe the extent of cutting and patching required. Show how it will be performed and indicate why it cannot be avoided.
  - Describe anticipated results in terms of changes to existing construction. Include changes to structural elements and operating components as well as changes in the building's appearance and other significant visual elements.
  - 3. Describe affects to integrity of weather exposed or moisture resistant element.
  - 4. Describe affects to efficiency, maintenance, or safety of any operational element.
  - 5. Describe affects to Work of Owner or separate contractor.
  - 6. List products to be used and firms or entities that will perform Work.
  - 7. Indicate dates when cutting and patching will be performed.
  - Utilities: List utilities that cutting and patching procedures will disturb or affect. List utilities that will be relocated and those that will be temporarily out of service. Indicate how long service will be disrupted.
  - Where cutting and patching involves adding reinforcement to structural elements, submit details and engineering calculations sealed by an Engineer registered in the State of Connecticut showing integration of reinforcement with the original structure.
  - 10. Approval by the Construction Administrator to proceed with cutting and patching does not waive the Architect/Engineer of Record's rights to later require complete removal and replacement of unsatisfactory Work.

### 1.4 QUALITY ASSURANCE

A. **Requirements for Structural Work:** Do not cut and patch structural elements in a manner that would change their load-carrying capacity or load-deflection ratio.

- 1. Obtain approval from the Architect/Engineer of the cutting and patching proposal before cutting and patching the following structural elements:
  - a. Foundation construction.
  - Bearing and retaining walls.
  - c. Structural concrete.
  - d. Structural steel.
  - e. Lintels.
  - f. Structural decking.
  - q. Miscellaneous structural metals.
  - h. Exterior curtain-wall construction.
  - i. Equipment supports.
  - j. Piping, ductwork, vessels, and equipment.
- B. **Operational Limitations:** Do not cut and patch operating elements or related components in a manner that would result in reducing their capacity to perform as intended. Do not cut and patch operating elements or related components in a manner that would result in increased maintenance or decreased operational life or safety.
  - 1. Obtain Architect/Engineer's approval of the cutting and patching proposal before cutting and patching the following operating elements or safety related systems:
    - a. Primary operational systems and equipment.
    - b. Air or smoke barriers.
    - c. Water, moisture, or vapor barriers.
    - d. Membranes and flashings.
    - e. Fire protection systems.
    - f. Noise and vibration control elements and systems.
    - g. Control systems.
    - h. Communication systems.
    - i. Conveying systems.
    - i. Electrical wiring systems.
- C. **Visual Requirements:** Do not cut and patch construction exposed on the exterior or in occupied spaces in a manner that would, in the Architect's opinion, reduce the building's aesthetic qualities. Do not cut and patch construction in a manner that would result in visual evidence of cutting and patching. Remove and replace construction cut and patched in a visually unsatisfactory manner.

#### 1.5 WARRANTY

A. **Existing Warranties:** Replace, patch, and repair material and surfaces cut or damaged by methods and with materials in such a manner as not to void any warranties required or existing.

### **PART 2 - PRODUCTS**

#### 2.1 MATERIALS, GENERAL

- A. Use materials identical to existing materials. For exposed surfaces, use materials that visually match existing adjacent surfaces to the fullest extent possible if identical materials are unavailable or cannot be used. Use materials whose installed performance will equal or surpass that of existing materials.
- B. The Contractor shall install sleeves, inserts and hangers furnished by the trades needing same.

### **PART 3 - EXECUTION**

#### 3.1 INSPECTION

- A. Examine surfaces to be cut and patched and conditions under which cutting and patching is to be performed before cutting. If unsafe or unsatisfactory conditions are encountered, notify the Construction Administrator and Architect, before proceeding with corrective action.
- B. Openings and chases may not be shown on the Drawings. It is the responsibility of the Contractor to examine the Architectural, Electrical, Heating, Cooling, Ventilating and Plumbing Drawings and to provide chases, channels or openings where needed.
  - 1. After installing Work into openings, channels and/or chases, the Contractor shall close same. If finishes are to be restored, the new Work shall match the original and shall be done by the trade customarily responsible for the particular kind of Work.
- C. The Contractor shall verify dimensions for built-in Work and/or Work adjoining that of other trades before ordering any material or doing any Work. Discrepancies shall be submitted to the Construction Administrator before proceeding with the Work.
- D. See also General Conditions Article 23 "Cutting, Fitting, Patching & Digging".

### 3.2 PREPARATION

- A. Temporary Support: Provide temporary support of Work to be cut.
- B. Protection: Protect existing construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of the Work that might be exposed during cutting and patching operations.
- C. Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.
- D. Avoid cutting existing pipe, conduit, or ductwork serving the building but scheduled to be removed or relocated until provisions have been made to bypass them.

### 3.3 PERFORMANCE

- A. **General:** Employ skilled workmen to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time and complete without delay.
  - Cut existing construction to provide for installation of other components or performance of other construction activities and the subsequent fitting and patching required to restore surfaces to their original condition.
  - DO perform cutting and patching to integrate elements of Work. Provide penetrations of existing surfaces. Provide samples for testing. Seal penetrations through floors, walls, ceilings and roofs, as applicable; restore or preserve fire-rated and smoke-barrier construction. Construction and finishes shall match original Work.
- B. **Cutting:** Cut existing construction using methods least likely to damage elements retained or adjoining construction. Where possible, review proposed procedures with the original Installer; comply with the original Installer's recommendations.
  - 1. In general, where cutting, use hand or small power tools designed for sawing or 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.
  - To avoid marring existing finished surfaces, cut or drill from the exposed or finished side into concealed surfaces.
  - Cut through concrete and masonry using a cutting machine, such as a Carborundum saw or a diamondcore drill.
  - 4. Comply with requirements of applicable Division 32 Sections where cutting and patching requires excavating and backfilling.
  - 5. Where services are required to be removed, relocated, or abandoned, by-pass utility services, such as pipe or conduit, before cutting. Cut-off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal the remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after by-passing and cutting.

- C. Patching: Patch with durable seams that are as invisible as possible. Comply with specified tolerances.
  - 1. Where feasible, inspect and test patched areas to demonstrate integrity of the installation.
  - 2. 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. Where removing walls or partitions extends one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform color and appearance. Remove existing floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.
    - a. Where patching occurs in a smooth painted surface, extend final paint coat over entire unbroken surface containing the patch after the area has received primer and second coat.
  - 4. Patch, repair, or re-hang existing ceilings as necessary to provide an even-plane surface of uniform appearance.

### 3.4 CLEANING

A. Clean areas and spaces where cutting and patching are performed. Completely remove paint, mortar, oils, putty, and similar items. Thoroughly clean piping, conduit, and similar features before applying paint or other finishing materials. Restore damaged pipe covering to its original condition.

END OF SECTION 01 73 29

#### **PART 1 - GENERAL**

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. This Section includes requirements for waste management goals, waste management plan and waste management plan implementation.
- B. Related Sections: The following Sections contain requirements that relate to this Section:
  - 1. Division 01 Section 01 11 00 "Summary of Work".
  - 2. Division 01 Section 01 20 00 "Price and Payment Procedures".
  - 3. Division 01 Section 01 25 00 "Substitution Procedures".
  - 4. Division 01 Section 01 31 19 "Project Meetings".
  - 5. Division 01 Section 01 33 00 "Submittal Procedures".
  - 6. Division 01 Section 01 45 00 "Quality Control".
  - 7. Division 01 Section 01 50 00 "Temporary Facilities and Controls".
  - 8. Division 01 Section 01 60 00 "Product Requirements".
  - 9. Division 01 Section 01 77 00 "Closeout Procedures".

#### 1.3 DEFINITIONS

- A. **Construction Waste:** Solid wastes such as building materials, packaging and rubble resulting from construction, paving and infrastructure.
- B. **Demolition Waste:** Solid wastes such as concrete, wood, brick, plaster, roofing materials, wallboard, metals, carpeting, insulation, and clean fill resulting from demolition or selective demolition of structures.
- C. Recyclable Materials: Products and materials that can be recovered and remanufactured into a new product. Recyclable materials include, but are not limited to, the following:
  - 1. Metals (ferrous and non-ferrous), including banding, metal studs, ductwork, and piping.
  - 2. Asphaltic concrete paving.
  - 3. Portland cement concrete.
  - 4. Gypsum products.
  - 5. Paper and cardboard.
  - 6. Wood products, including structural, finish, crates, and pallets.
  - 7. Brick and masonry.
  - 8. Carpet and padding.
  - 9. Plastics.
  - 10. Copper wiring.
- D. **Recycling Facility:** A business that specializes in collecting, handling, processing, distributing, or remanufacturing waste materials generated by new construction projects, into products or materials that can be used for this project or by others.
- E. **Salvage and Reuse:** Existing usable product or material that can be saved and reused in some manner on the project site. Materials for reuse must be approved by the Architect. Materials that can be salvaged and reused must comply with applicable technical specifications and include, but are not limited to, the following:
  - 1. Dimensional lumber and other wood products.
  - 2. Structural steel.
  - 3. Soil.
  - 4. Masonry products.

- 5. Plants.
- F. **Salvage for Resale:** Existing usable product that can be saved and removed intact (as is) from the project site to another site for resale to others without remanufacturing.

#### 1.4 WASTE MANAGEMENT GOALS

- A. The Owner has established that this Project shall generate the least amount of waste possible and that processes that ensure the generation of as little waste as possible due to error, poor planning, breakage, mishandling, contamination, or other factors shall be employed.
- B. The Contractor shall use all means available to divert the greatest extent practical and economically feasible, construction waste from landfills and incinerators.
- C. Of the inevitable waste that is generated, as many of the waste materials as economically feasible shall be reused, salvaged, or recycled. Waste disposal in landfills shall be minimized.
- D. Recycle and/or salvage a minimum of 50 percent of non-hazardous construction and demolition waste by weight of the total solid waste generated by the Project.
- E. With regard to these goals the Contractor shall develop, for the Architect's review, a Waste Management Plan for this Project.
- F. Take a pro-active, responsible role in management of construction waste and require all subcontractors, vendors, and suppliers to participate in the effort. Establish a construction waste management program that includes the following categories:
  - 1. Minimizing packaging waste.
  - 2. Salvage and reuse.
  - 3. Salvage for resale or donation.
  - 4. Recycling
  - 5. Disposal.

#### 1.5 SUBMITTALS

- A. **Draft Waste Management Plan:** Within 30 days after receipt of Notice of Award of Bid, or prior to any waste removal, whichever occurs sooner, the Contractor shall submit three (3) copies of a Draft Waste Management Plan to the Construction Administrator.
- B. **Final Waste Management Plan:** Once the Owner has determined which of the recycling options addressed in the Draft Waste Management Plan are acceptable, the Contractor shall submit within 10 days three (3) copies of a Final Waste Management Plan.
- C. **Progress Reports:** Submit three (3) copies of monthly progress reports, at the same time as the Application for Payment, documenting the following:
  - 1. Material category.
  - 2. Point of waste generation.
  - 3. Total quantity of waste in tons.
  - 4. Quantity of waste salvaged, in tons.
  - 5. Quantity of waste recycled, in tons.
  - 6. Total quantity of waste recovered (salvaged plus recycled) in tons.
  - 7. Total quantity of waste recovered (salvaged plus recycled) as a percentage of total waste.
- D. **Calculations:** Submit three (3) copies of calculations indicating the end-of-project rates for salvage, recycling, and disposal as a percentage of total waste generated by the Project prior to Substantial Completion.

#### E. Record Submittals:

- Donations: Indicate which salvageable materials were donated, who they were donated to, and whether the recipient is tax exempt. Submit documentation indicating receipt of donations.
- Sales: Indicate which salvageable materials were sold, who they were sold to, and whether the recipient is tax exempt. Submit documentation indicating receipt of materials.

- 3. **Recycling:** Indicate which materials were recycled and the name of the facility licensed to accept them. Submit documentation such as manifests, weight tickets, receipts, and invoices.
- 4. **Waste Disposal:** Indicate which materials were accepted as waste by landfills and incinerator facilities licensed to accept them. Submit documentation indicating receipt of materials.

# 1.6 QUALITY ASSURANCE

- A. **Regulatory Requirements:** Comply with regulations of State of Connecticut Department of Environment Protection, Waste Management Bureau Recycling Program.
- B. **Waste Management Conference:** Review and discuss the waste management plan, requirements for documenting quantities of each type of waste and its disposition, procedures for materials separation, procedures for periodic collection and transportation to recycling and disposal facilities. Review waste management requirements for each trade. Verify availability of containers and bins needed to avoid delays.

#### 1.7 WASTE MANAGEMENT PLAN

- A. Draft Waste Management Plan: Include the following in the Draft Plan:
  - 1. Analysis of the proposed jobsite waste to be generated, including types and quantities.
  - 2. **Landfill Options:** The name of the landfill(s) where trash will be disposed of, the applicable landfill tipping fee(s), and the projected cost of disposing of all Project waste in the landfill(s).
  - 3. **Alternatives to Landfilling:** A list of each material proposed to be salvaged, reused, or recycled during the course of the Project, the proposed local market for each material, and the estimated net cost savings or additional costs resulting from separating and recycling (versus landfilling) each material. "Net" means that the following have been subtracted from the cost of separating and recycling:
    - a. Revenue from the sale of recycled or salvaged materials and
    - b. Landfill tipping fees saved due to diversion of materials from the landfill. The list of these materials is to include, at a minimum, the following materials:
      - i) Cardboard.
      - ii) Clean dimensional wood.
      - iii) Beverage containers.
      - iv) Land clearing debris.
      - v) Concrete.
      - vi) Bricks.
      - vii) Concrete Masonry Units (CMU).
      - viii) Asphalt.
      - ix) Metals from banding, stud trim, ductwork, piping, rebar, roofing, other trim, steel, iron, galvanized sheet steel, stainless steel, aluminum, copper, zinc, lead, brass, and bronze.
- B. Resources for Development of Waste Management Plan: The following sources may be useful in developing the Draft Waste Management Plan:
  - Recycling Haulers and Markets: Local haulers and markets for recyclable materials. For more information, contact the State of Connecticut Department of Environmental Protection, Waste Management Bureau Recycling Program, (860) 424-3365,
    - www.dep.state.ct.us/wst/recycle/ctrecycle.htm.
- C. Final Waste Management Plan: The Final Waste Management Plan shall contain the following:
  - 1. Analysis of the proposed jobsite waste to be generated, including types and quantities.
  - 2. **Landfill Options:** The name of the landfill(s) where trash will be disposed of, the applicable landfill tipping fee(s), and the projected cost of disposing of all Project waste in the landfill(s).
  - Alternatives to Landfilling: A list of the waste materials from the Project that will be separated for reuse, salvage, or recycling.
  - Meetings: A description of the regular meetings to be held to address waste management. Refer to Section 01 31 19 "Project Meetings".

- 5. **Materials Handling Procedures:** A description of the means by which any waste materials identified in item (3) above will be protected from contamination, and a description of the means to be employed in recycling the above materials consistent with requirements for acceptance by designated facilities.
- 6. **Transportation:** A description of the means of transportation of the recyclable materials (whether materials will be site-separated and self-hauled to designated centers, or whether mixed materials will be collected by a waste hauler and removed from the site) and destination of materials.

### 1.8 WASTE MANAGEMENT PLAN IMPLEMENTATION

- A. **Manager:** The Contractor shall designate an on-site party (or parties) responsible for instructing workers and overseeing and documenting results of the Waste Management Plan for the Project.
- B. **Distribution:** The Contractor shall distribute copies of the Waste Management Plan to the Job Site Foreman, each Subcontractor, the Owner, and the Architect.
- C. Instruction: The Contractor shall provide on-site instruction of appropriate separation, handling, and recycling, salvage, reuse, and return methods to be used by all parties at the appropriate stages of the Project.
- D. **Separation Facilities:** The Contractor shall lay out and label a specific area to facilitate separation of materials for potential recycling, salvage, reuse, and return. Recycling and waste bin areas are to be kept neat and clean and clearly marked in order to avoid contamination of materials.
- E. **Hazardous Wastes:** Hazardous wastes shall be separated, stored, and disposed of according to local regulations.
- F. Application for Progress Payments: The Contractor shall submit with each Application for Progress Payment a Summary of Waste Generated by the Project. Failure to submit this information shall render the Application for Payment incomplete and shall delay Progress Payment. The Summary shall be submitted on a form acceptable to the Owner and shall contain the following information:
  - 1. The amount (in tons or cubic yards) of material landfilled from the Project, the identity of the landfill, the total amount of tipping fees paid at the landfill, and the total disposal cost. Include manifests, weight tickets, receipt, and invoices.
  - 2. For each material recycled, reused, or salvaged from the Project: the amount (in tons or cubic yards), the date removed from the jobsite, the receiving party, the transportation cost, the amount of any money paid or received for the recycled or salvaged material, and the net total cost or savings of salvage or recycling of each material shall be indicated. Attach manifests, weight tickets, receipts, and invoices.

#### PART 2 - PRODUCTS (Not Applicable)

# **PART 3 - EXECUTION**

#### 3.1 PLAN IMPLEMENTATION

- A. Implement the waste management plan as approved by Construction Administrator.
- B. Provide training of workers, contractors, subcontractors, and suppliers on proper waste management procedures.
  - Distribute waste management plan to all parties involved in the Project within three (3) days of submittal return.
  - 2. Distribute plan to parties when they first begin working on the Project site. Review plan procedures and locations established for salvage, recycling, and disposal.

# 3.2 SEPARATION OF RECYCLABLE WASTE MATERIALS

- A. Provide the necessary containers and bins, to facilitate the waste management program, that are clearly and appropriately marked. Prevent contamination of recyclable materials from incompatible products and materials. Separate construction waste at the project site by one of the following methods:
  - 1. **Source Separated Method:** Waste products and materials, that are recyclable, are separated from trash and sorted into appropriately marked separate containers and then transported to the respective recycling facility for further processing. Trash is transported to a landfill or incinerator.

#### PAGE 5 OF 5

- 2. **Co-Mingled Method:** All construction waste is placed into a single container and then transported to a recycling facility where the recyclable materials are sorted and processed and the remaining trash is transported to a landfill or incinerator.
- 3. Other methods proposed by the Contractor and approved by the Construction Administrator.

END OF SECTION 01 74 19

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#### **PART 1 - GENERAL**

### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for handling requests for building system start up and system demonstration and includes the following:
  - 1. Starting Systems.
  - 2. Demonstration and instructions.
  - 3. Testing, adjusting, and balancing.
- B. Related Sections: The following Sections contain requirements that relate to this Section:
  - 1. Division 01 Section 01 45 00 "Quality Control" specifies quality assurance and inspecting services.
  - 2. Division 01 Section 01 77 00 "Closeout Procedures" specifies requirements for contract close out requirements for system operation and maintenance data and extra materials.
  - 3. Division 01, Section 01 91 00 "Commissioning" specifies process requirements for system commissioning.

#### 1.3 STARTING SYSTEMS

- A. Coordinate schedule for start-up of various equipment and systems.
- B. Provide written notification to the Construction Administrator 30 days prior to start-up of each item.
- C. Verify that each piece of equipment or system has been checked for proper lubrication, drive rotation, belt tension, and control sequence for other conditions that may cause damage.
- D. Verify that tests, meter readings, and specified electrical characteristics agree with those required by the equipment or system manufacturer.
- E. Verify that wiring and support components are complete and tested.
- F. Execute the start-up under supervision of manufacturer's representative, in accordance with manufacturer's instructions.
- G. When referenced in individual specification sections, require manufacturer to provide an authorized representative to be present at the site to inspect, check, and approve equipment or system installation prior to start-up, and to supervise placing equipment or system in operation.
- H. Submit a written report in accordance with Division 01 Section 01 45 00 "Quality Control" that the equipment or system has been properly installed and is functioning properly.

### 1.4 DEMONSTRATION AND INSTRUCTIONS

- A. Demonstrate operation and maintenance of Products to Owner and Agency Personnel fourteen (14) days prior to substantial completion.
- B. Demonstrate Project equipment and instruct in a classroom environment at location designated by the Construction Administrator and instructed by a qualified manufacturer's representative who is knowledgeable about the Project.
- For equipment or systems requiring seasonal operation perform demonstration for season within six (6) months.
- D. Utilize operation and maintenance manuals as basis for instruction. Review contents of manual with Owner and Agency Personnel in detail to explain all aspects of operation and maintenance.
- E. Demonstrate start-up, operation, control, adjustment, troubleshooting, servicing, and maintenance, and shutdown of each item at agreed upon scheduled time and at equipment or designated location.
- F. Prepare and insert additional data in operations and maintenance manuals when need for additional data becomes apparent during demonstration.

G. Starting and adjusting equipment does not constitute acceptance by the owner since commissioning is a requirement of this contract. Additionally, the warrantee does not begin until substantial completion has been granted for that specific item.

# 1.5 TESTING, ADJUSTING, AND BALANCING

- A. The Contractor will employ and pay for the testing services of an independent consultant to verify the testing, adjusting, and balancing.
  - Comply with the requirements of Division 01 Section 01 91 00 "Commissioning" as they relate to the Work of this Section.
- B. Reports will be submitted by the independent testing consultant to the Construction Administrator indicating observations and results of tests and indicating compliance or non-compliance with the requirements of the Contract Documents.
- C. The Owner may employ and pay for the services of an independent consultant to verify testing, adjusting, and balancing which was performed by the Contractor.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01 75 00

#### **PART 1 - GENERAL**

### 1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to 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. Project record document submittal.
  - 3. Operation and maintenance manual submittal.
  - 4. Submittal of warranties.
  - 5. Final cleaning.
- B. Related Sections: The following Sections contain requirements that relate to this Section:
  - 1. Division 01 Section 01 11 00 "Summary of Work".
  - 2. Division 01 Section 01 29 76 "Progress Payment Procedures".
- C. Closeout requirements for specific construction activities may be included in the appropriate Sections in Divisions 02 through 49.

### 1.3 SUBSTANTIAL COMPLETION

- A. General: Basic contract definitions are included in Article 1 of the General Conditions of the Contract for Construction.
- B. **Preliminary Procedures:** Before requesting inspection for Certification of Substantial Completion, complete the following. List exceptions in the request.
  - 1. In the Application for Payment that coincides with, or first follows, the date Substantial Completion is claimed, show 100 percent completion for the portion of the Work claimed as substantially complete.
    - a. Include supporting documentation for completion as indicated in these Contract Documents and a statement showing an accounting of changes to the Contract Sum.
    - b. If 100 percent completion cannot be shown, include a list of incomplete items, the value of incomplete construction, and reasons the Work is not complete.
  - 2. Advise the Owner of pending insurance changeover requirements.
  - 3. Submit specific warranties, workmanship bonds, maintenance agreements, final certifications, and similar documents.
  - Obtain and submit releases enabling the Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, certificates of compliance, operating certificates, and similar releases.
  - Submit record drawings, maintenance manuals, damage or settlement surveys, property surveys, and similar final record information.
  - 6. Deliver tools, spare parts, extra stock, and similar items.
  - Make final changeover of permanent locks and transmit keys to the Owner. Advise the Owner's personnel of changeover in security provisions.
  - 8. Demonstrate, thru operation and testing, the functions of all systems and/or equipment to the satisfaction of the Owner for compliance to the Contract. Complete testing of systems and instruction of the Owner's operation and maintenance personnel. Discontinue and remove temporary facilities from the site, along with mockups, construction tools, and similar elements.
  - 9. Complete final cleanup requirements.
  - 10. Certify that required training of personnel is complete.

- C. Inspection Procedures: The Contractor shall be ready and prepared when they request a Substantial Completion inspection. If the inspection reveals that the work is not complete, that there are extensive punch list items that will take more than ninety (90) days to complete and as the items listed in Article 1.3 above are not complete, the Construction Administrator, Architect, and Owner will determine the inspection has failed.
- D. The Contractor is responsible for all costs to re-inspect due to a failed inspection. The Owner will issue a deduct change order to cover all costs for re-inspection.
  - The Architect will repeat inspection when requested and assured that the Work is substantially complete.
  - 2. Results of the completed inspection will form the basis of requirements for final acceptance.

#### 1.4 ACCEPTANCE

- A. **Preliminary Procedures:** Before requesting final inspection for "Certificate of Acceptance" and final payment, complete the following. List exceptions in the request.
  - Submit the final payment request with releases and supporting documentation not previously submitted and accepted. Include insurance certificates for products and completed operations where required.
  - 2. Submit an updated final statement, accounting for final additional changes to the Contract Sum.
  - Submit a certified copy of the Architect's final inspection list of items to be completed or corrected, endorsed and dated by the Architect. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance and shall be endorsed and dated by the Architect.
  - Submit final meter readings for utilities, a measured record of stored fuel, and similar data as of the date
    of Substantial Completion or when the Owner took possession of and assumed responsibility for
    corresponding elements of the Work.
  - 5. Submit consent of surety to Final Payment.
  - 6. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
  - 7. Touch up and otherwise repair and restore marred, exposed finishes, including touchup painting.
- B. **Re-inspection Procedure:** The Inspection Group will re-inspect the Work upon receipt of notice from the Construction Administrator that the Work, including inspection list items from earlier inspections, has been completed, except for items whose completion is delayed under circumstances acceptable to the Owner.
  - Upon completion of re-inspection, the Construction Administrator will prepare a Certificate of Acceptance. If the Work is incomplete, the Construction Administrator will advise the Contractor of Work that is incomplete or of obligations that have not been fulfilled but are required for final acceptance.

#### 1.5 AS-BUILT DOCUMENT SUBMITTALS

- A. **General:** The Contractor shall not use As-built Drawings for construction purposes. Protect contractor As-built Drawings from deterioration and loss in a secure, fire-resistant location. Provide access to As-built Drawings for the Architect's reference during normal working hours. Keep documents current; do not permanently conceal any work until required information has been recorded. **IMPORTANT NOTE:** <u>Failure to keep As-built Documents current is sufficient cause to withhold progress payments.</u>
- B. **As-built Drawings:** The Contractor shall maintain one (1) clean, complete undamaged set of blue or black line white-prints of Contract Drawings and Shop Drawings. Mark the set to show the actual installation where the installation varies substantially from the Work as originally shown. Mark which drawing is most capable of showing conditions fully and accurately. Where Shop Drawings are used, record a cross-reference at the corresponding location on the Contract Drawings. Give particular attention to concealed elements that would be difficult to measure and record at a later date. Update As-built Drawings on a monthly basis coincident with the submittal of the Application for Payment.
  - Mark record sets with erasable pencil to distinguish between variations in separate categories of the Work.
  - 2. Mark all new information that is not shown on Contract Drawings.
  - 3. Note related change-order numbers where applicable.
  - 4. Organize record drawing sheets into manageable sets. Bind sets with durable-paper cover sheets; print suitable titles, dates, and other identification on the cover of each set.

- Upon completion of the work, the Contractor shall submit Record Drawings to the Construction Administrator for the Owner's Records who will pass them on to the Architect or Engineer for transferring the changes to the Record Drawing Mylar Tracings.
- 6. Submit electronic format data of all Coordination Drawings as required by the Owner, at no additional cost
- Refer to Section 01 45 00 "Quality Control" Article 1.3 for required as-built drawings and specifications for fire alarm systems.
- C. **Record Specifications:** The Contractor shall maintain one (1) complete copy of the Project Manual, including Addenda. Include with the Project Manual one (1) copy of other written construction documents, such as Change Orders and modifications issued in printed form during construction.
  - Mark these documents to show substantial variations in actual Work performed in comparison with the text of the Specifications and modifications.
  - 2. Give particular attention to equals and substitutions and selection of options and information on concealed construction that cannot otherwise be readily discerned later by direct observation.
  - 3. Note related record drawing information and Product Data.
  - Upon completion of the Work, submit Record Specifications to the Construction Administrator for the Owner's records.
- D. Record Product Data: The Contractor shall maintain one (1) copy of each Product Data submittal. Note related Change Orders and markup of record drawings and Specifications.
  - 1. Mark these documents to show significant variations in actual Work performed in comparison with information submitted. Include variations in products delivered to the site and from the manufacturer's installation instructions and recommendations.
  - 2. Give particular attention to concealed products and portions of the Work that cannot otherwise be readily discerned later by direct observation.
  - Upon completion of markup, submit complete set of Record Product Data to the Construction Administrator for the Owner's records.
- E. **Record Sample Submitted:** Immediately prior to Substantial Completion, the Contractor shall meet with the Construction Administrator, Architect and the Owner's personnel at the Project Site to determine which Samples are to be transmitted to the Owner for record purposes. Comply with the Owner's instructions regarding delivery to the Owner's Sample storage area.
- F. **Miscellaneous Record Submittals:** Refer to other Specification Sections for requirements of miscellaneous record keeping and submittals in connection with actual performance of the Work. Immediately prior to the date or dates of Substantial Completion, complete miscellaneous records and place in good order. Identify miscellaneous records properly and bind or file, ready for continued use and reference. Submit to the Construction Administrator for the Owner's records.
- G. **Maintenance Manuals:** Organize operation and maintenance data into suitable sets of manageable size. Bind properly indexed data in individual, heavy-duty, **2-inch**, 3-ring, vinyl-covered binders, with pocket folders for folded sheet information. Mark appropriate identification on front and spine of each binder according to Division 01 Section 01 78 23 "Operation & Maintenance Data". Included but not limited to the following types of information:
  - 1. Emergency instructions.
  - 2. Spare parts list.
  - 3. Copies of warranties.
  - 4. Wiring diagrams.
  - 5. Recommended "turn-around" cycles.
  - 6. Inspection procedures.
  - 7. Shop Drawings and Product Data.
  - 8. Fixture lamping schedule.

## PART 2 - PRODUCTS (Not Applicable)

# **PART 3 - EXECUTION**

#### 3.1 CLOSEOUT PROCEDURES

- A. **Operation and Maintenance Instructions:** Arrange for each Installer of equipment that requires regular maintenance to meet with the Owner's personnel to provide instruction in proper operation and maintenance. Provide instruction by manufacturer's representatives if installers are not experienced in operation and maintenance procedures. Include a detailed review of the following items:
  - 1. Maintenance manuals.
  - 2. Record documents.
  - 3. Spare parts and materials.
  - 4. Tools.
  - 5. Lubricants.
  - 6. Fuels.
  - 7. Identification systems.
  - 8. Control sequences.
  - 9. Hazards.
  - 10. Cleaning.
  - 11. Warranties and bonds.
  - 12. Maintenance agreements and similar continuing commitments.
- B. As part of instruction for operating equipment, demonstrate the following procedures:
  - Startup.
  - 2. Shutdown.
  - 3. Emergency operations.
  - 4. Noise and vibration adjustments.
  - 5. Safety procedures.
  - 6. Economy and efficiency adjustments.
  - 7. Effective energy utilization.

#### 3.2 FINAL CLEANING

- A. **General:** The General Conditions require general cleaning during construction. Regular site cleaning is included in Division 01 Section 01 50 00 "Temporary Facilities and Controls."
- B. Cleaning: Employ professional cleaners for final cleaning. Clean each surface or unit to the condition expected in a normal, commercial building cleaning and maintenance program. Comply with manufacturer's instructions.
  - 1. Complete the following cleaning operations before requesting inspection for Certification of Substantial Completion and Certification of Occupancy.
  - 2. Interior:
    - a. Remove labels that are not permanent labels.
    - Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other substances that are noticeable vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials. Remove paint spots; wash and polish glass.
    - c. Clean exposed interior hard-surfaced finishes to a dust-free condition, free of stains, films, and similar foreign substances. Restore reflective surfaces to their original condition. Leave concrete floors broom clean. Vacuum carpeted surfaces.

- d. Wash washable surfaces of mechanical, electrical equipment and fixtures and replace filters, clean strainers on mechanical equipment. Remove excess lubrication and other substances. Clean plumbing fixtures to a sanitary condition. Clean light fixtures and lamps.
- e. Clean and polish finish hardware.
- f. Clean and polish tile and other glazed surfaces.
- g. Clean floors; wax and buff resilient tile. Clean vinyl or rubber base.
- h. Vacuum and/or dust walls, ceilings, lighting fixtures, ceiling diffusers and other wall and ceiling items.
- Remove defacements, streaks, fingerprints and erection marks.

#### 3. Exterior:

- a. Clean the site, including landscape development areas, of rubbish, litter, and other foreign substances. Sweep paved areas broom clean; remove stains, spills, and other foreign deposits. Rake grounds that are neither paved nor planted, to a smooth, even-textured surface.
- Clean exposed exterior hard-surfaced finishes to a dust-free condition, free of stains, films, and similar foreign substances.
- c. Clean roofs, gutters and downspouts.
- d. Remove waste and surplus materials, rubbish and construction equipment and facilities from the site, and deposit it legally elsewhere.
- e. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other substances that are noticeable vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials. Remove paint spots; wash and polish glass.
- C. **Pest Control:** Engage an experienced, licensed exterminator to make a final inspection and rid the work of rodents, insects, and other pests. Provide results of final inspection in writing.
- D. **Removal of Protection:** Remove temporary protection and facilities installed for protection of the Work during construction.
- E. **Compliance:** Comply with regulations of authorities having jurisdiction and safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on the Owner's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from the site and dispose of lawfully.
  - 1. Where extra materials of value remain after completion of associated Work, they become the Owner's property. Dispose of these materials as directed by the Construction Administrator.
  - 2. Leave building clean and ready for occupancy. If the Contractor fails to clean up, the Owner may do so, with the cost charged to the Contractor. The Owner will issue a credit change order to cover the costs.

END OF SECTION 01 77 00

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#### **PART 1 - GENERAL**

#### 1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including Division 00 General Conditions and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for operation and maintenance manuals, including the following:
  - 1. Preparing and submitting operation and maintenance manuals for building operating systems and equipment.
  - 2. Preparing and submitting instruction manuals covering the care, preservation, and maintenance of architectural products and finishes.
- B. Related Sections: The following Sections contain requirements that relate to this Section:
  - 1. Division 01 Section 01 33 00 "Submittal Procedures" specifies preparation of Shop Drawings and Product Data.
  - Division 01 Section 01 75 00 "Starting and Adjusting" specifies instruction of the Owner and Agency
    operating personnel in the operation and maintenance of building systems and equipment and the
    general requirements for starting-up equipment and systems.
  - 3. Division 01 Section 01 77 00 "Closeout Procedures" specifies general closeout requirements.
  - 4. Division 01 Section 01 78 30 "Warranties and Bonds" specifies requirements for submittal of warranties and bonds.
  - 5. Division 01 Section 01 91 00 "Commissioning" specifies requirements for submittals related Commissioning.
  - 6. Appropriate Sections of Divisions 02 through 49 specify special operation and maintenance data requirements for specific pieces of equipment or building operating systems.

## 1.3 QUALITY ASSURANCE

- A. **Maintenance Manual Preparation:** In preparation of maintenance manuals, use personnel thoroughly trained and experienced in operation and maintenance of equipment or system involved.
  - Where maintenance manuals require written instructions, use personnel skilled in technical writing where necessary for communication of essential data.
  - 2. Where maintenance manuals require drawings or diagrams, use draftsmen capable of preparing drawings clearly in an understandable format.
- B. **Instructions for the Owner and Agency Personnel:** The Construction Manager must use experienced instructors thoroughly trained and experienced in operation and maintenance of equipment or system involved, to instruct the Owner's operation and maintenance personnel.
- C. **Commissioning (Cx) Coordination:** The Commissioning process requires detailed O&M documentation. The Contractor must submit O&M manuals to the Construction Administrator for review and approval by Commissioning Agent (CxA).

#### 1.4 SUBMITTALS

- A. **Submittal Schedule:** Comply with the following schedule for submitting operation and maintenance manuals:
  - 1. Before Substantial Completion, when each installation that requires operation and maintenance manuals is nominally complete, submit four (4) draft copies of each manual to the Owner's Representative, Commissioning Agent (CxA), Agency Representative, and Architect for review. Include a complete index or table of contents of each manual.
    - a. The Owner's Representative will return one (1) copy of the draft with comments within twenty one (21) calendar days of receipt.

- b. Submit four (4) copies of data in final form at least twenty-one (21) calendar days before final inspection. The Owner's Representative will return one (1) copy within twenty-one (21) calendar after final inspection, with comments.
- After final inspection, make corrections or modifications to comply with the Commissioning Agent's (CxA), Architect's, and Agency Representative's comments. Submit final copies to the Owner's Representative within twenty-one (21) calendar days of receipt of the Commissioning Agent's (CxA), Architect's, and Agency Representative's comments.
- B. **Form of Submittal:** Prepare operation and maintenance manuals in the form of an instructional manual for use by the Owner's operating personnel. Organize into suitable sets of manageable size. Where possible, assemble instructions for similar equipment into a single binder.
  - 1. **Binders:** For each manual, provide heavy-duty, commercial-quality, 3-ring, vinyl-covered, loose-leaf binders, in thickness necessary to accommodate contents, sized to receive 8-1/2-by-11- inch paper. Provide a clear plastic sleeve on the spine to hold labels describing contents. Provide pockets in the covers to receive folded sheets.
    - a. Where two (2) or more binders are necessary to accommodate data, correlate data in each binder into related groupings according to the Project Manual table of contents. Cross-reference other binders where necessary to provide essential information for proper operation or maintenance of the piece of equipment or system.
    - b. Identify each binder on front and spine, with the printed title "OPERATION AND MAINTENANCE MANUAL," Project title or name, and subject matter covered. Indicate volume number for multiple volume sets of manuals.
  - 2. **Dividers:** Provide heavy paper dividers with celluloid-covered tabs for each separate section. Mark each tab to indicate contents. Provide a typed description of the product and major parts of equipment included in the section on each divider.
  - 3. **Protective Plastic Jackets:** Provide protective, transparent, plastic jackets designed to enclose diagnostic software for computerized electronic equipment.
  - 4. **Text Material:** Where maintenance manuals require written material, use the manufacturer's standard printed material. If manufacturer's standard printed material is not available, provide specially prepared data, neatly typewritten, on 8-1/2-by-11-inch, 20-lb/sq ft white bond paper.
  - 5. **Drawings:** Where maintenance manuals require drawings or diagrams, provide reinforced, punched binder tabs on drawings and bind in with text.
    - a. Where oversize drawings are necessary, fold drawings to the same size as text pages and use as a foldout.
    - b. If drawings are too large to be used practically as a foldout, place the drawing, neatly folded, in front or rear pocket of binder. Insert a typewritten page indicating drawing title, description of contents, and drawing location at the appropriate location in the manual.

# 1.5 MANUAL CONTENT

- A. In each manual include information specified in the individual Specification Section and the following information for each major component of building equipment and its controls:
  - 1. General system or equipment description.
  - 2. Design factors and assumptions.
  - 3. Copies of applicable shop drawings and product data.
  - 4. System or equipment identification, including:
    - a. Name of manufacturer.
    - b. Model number.
    - c. Serial number of each component.
  - 5. Operating instructions.
  - 6. Emergency instructions.
  - 7. Wiring diagrams.
  - 8. Inspection and test procedures.
  - 9. Maintenance procedures and schedules.

- 10. Precautions against improper use and maintenance.
- 11. Copies of warranties.
- 12. Repair instructions including spare parts listing.
- 13. Sources of required maintenance materials and related services.
- 14. Manual index.
- B. Organize each manual into separate sections for each piece of related equipment. As a minimum, each manual shall contain a title page; a table of contents; copies of product data, supplemented by drawings and written text; and copies of each warranty, bond, and service contract issued.
  - 1. **Title Page:** Provide a title page in a transparent, plastic envelope as the first sheet of each manual. Provide the following information:
    - a. Subject matter covered by the manual.
    - b. Name and address of the Project.
    - c. Date of submittal.
    - d. Name, address, and telephone number of the Construction Manager.
    - e. Name and address of the Architect and Owner's Representative.
    - f. Cross-reference to related systems in other operation and maintenance manuals.
  - Table of Contents: After title page, include a typewritten table of contents for each volume, arranged systematically according to the Project Manual format. Include a list of each product included, identified by product name or other appropriate identifying symbol and indexed to the content of the volume.
    - a. Where a system requires more than one volume to accommodate data, provide a comprehensive table of contents for all volumes in each volume of the set.
  - 3. Provide a general information section immediately following table of contents, listing each product included in the manual, identified by product name. Under each product, list the name, address, and telephone number of the subcontractor or Installer and the maintenance subcontractor. Clearly delineate the extent of responsibility of each of these entities. Include a local source for replacement parts and equipment.
  - 4. **Product Data:** Where the manuals include manufacturer's standard printed data, include only sheets that are pertinent to the part or product installed. Mark each sheet to identify each part or product included in the installation. Where the Project includes more than one (1) item in a tabular format, identify each item, using appropriate references from the Contract Documents. Identify data that is applicable to the installation, and delete references to information that is not applicable.
  - 5. Written Text: Prepare written text to provide necessary information where manufacturer's standard printed data is not available, and the information is necessary for proper operation and maintenance of equipment or systems. Prepare written text where it is necessary to provide additional information or to supplement data included in the manual. Organize text in a consistent format under separate headings for different procedures. Where necessary, provide a logical sequence of instruction for each operation or maintenance procedure.
  - 6. **Drawings:** Provide specially prepared drawings where necessary to supplement manufacturer's printed data to illustrate the relationship of component parts of equipment or systems or to provide control or flow diagrams. Coordinate these drawings with information contained in project record drawings to assure correct illustration of the completed installation.
    - a. Do not use original Record Documents as part of operation and maintenance manuals.
  - 7. **Warranties and/or Bonds:** Provide a copy of each warranty and/or bond in the appropriate manual for the information of the Owner's operating personnel. Provide written data outlining procedures to follow in the event of product failure. List circumstances and conditions that would affect validity of warranty or bond.

## 1.6 MATERIAL AND FINISHES MAINTENANCE MANUAL

A. Submit four (4) copies of each manual, in final form, on material and finishes to the Owner's Representative for distribution. Provide one (1) section for architectural products, including applied materials and finishes. Provide a second section for products designed for moisture protection and products exposed to the weather.

- Refer to individual Specification Sections for additional requirements on care and maintenance of materials and finishes.
- B. **Architectural Products:** Provide manufacturer's data and instructions on care and maintenance of architectural products, including applied materials and finishes.
  - Manufacturer's Data: Provide complete information on architectural products, including the following, as applicable:
    - a. Manufacturer's catalog number.
    - b. Size.
    - c. Material composition.
    - d. Color.
    - e. Texture.
    - Reordering information for specially manufactured products.
  - Care and Maintenance Instructions: Provide information on care and maintenance, including
    manufacturer's recommendations for types of cleaning agents to be used and methods of cleaning.
    Provide information on cleaning agents and methods that could prove detrimental to the product.
    Include manufacturer's recommended schedule for cleaning and maintenance.
- C. Moisture Protection and Products Exposed to the Weather: Provide complete manufacturer's data with instructions on inspection, maintenance, and repair of products exposed to the weather or designed for moisture-protection purposes.
  - Manufacturer's Data: Provide manufacturer's data giving detailed information, including the following, as applicable:
    - a. Applicable standards.
    - b. Chemical composition.
    - c. Installation details.
    - d. Inspection procedures.
    - e. Maintenance information.
    - f. Repair procedures.

#### 1.7 EQUIPMENT AND SYSTEMS MAINTENANCE MANUAL

- A. Submit four (4) copies of each manual, in final form, on equipment and systems to the Owner's Representative for distribution. Provide separate manuals for each unit of equipment, each operating system, and each electric and electronic system.
  - 1. Refer to individual Specification Sections for additional requirements on operation and maintenance of the various pieces of equipment and operating systems.
- B. **Equipment and Systems:** Provide the following information for each piece of equipment, each building operating system, and each electric or electronic system.
  - 1. Description: Provide a complete description of each unit and related component parts, including the following:
    - a. Equipment or system function.
    - b. Operating characteristics.
    - c. Limiting conditions.
    - d. Performance curves.
    - e. Engineering data and tests.
    - f. Complete nomenclature and number of replacement parts.
  - Manufacturer's Information: For each manufacturer of a component part or piece of equipment, provide the following:
    - a. Printed operation and maintenance instructions.
    - b. Assembly drawings and diagrams required for maintenance.
    - c. List of items recommended to be stocked as spare parts.

- 3. **Maintenance Procedures:** Provide information detailing essential maintenance procedures, including the following:
- 4. Operating Procedures: Provide information on equipment and system operating procedures, including the following:
  - a. Startup procedures.
  - b. Equipment or system break-in.
  - c. Routine and normal operating instructions.
  - d. Regulation and control procedures.
  - e. Instructions on stopping.
  - f. Shutdown and emergency instructions.
  - g. Summer and winter operating instructions.
  - h. Required sequences for electric or electronic systems.
  - i. Special operating instructions.
- 5. **Servicing Schedule:** Provide a schedule of routine servicing and lubrication requirements, including a list of required lubricants for equipment with moving parts.
- 6. **Controls:** Provide a description of the sequence of operation and as-installed control diagrams by the control manufacturer for systems requiring controls.
- 7. Identification Drawings: Provide each Subcontractor's Identification Drawings.
  - a. Provide as-installed, color-coded, piping diagrams, where required for identification.
- 8. Valve Tags: Provide charts of valve-tag numbers, with the location and function of each valve.
- Circuit Directories: For electric and electronic systems, provide complete circuit directories of panel boards, including the following:
  - a. Controls.
  - b. Communication.

#### C. Electronic Media:

- 1. For equipment which requires maintenance by operational personnel, provide a professionally developed DVD for the use of maintenance training for the facility. Each DVD will be accompanied by a written index which can be utilized to find any specific item of information by time or place on the DVD.
- 2. The Construction Manager is responsible for this production. This DVD will be provided to the Owner's Representative at the same time as the delivery of the other maintenance material.
- The DVD must be able to be edited for future changes to the equipment and modifications as they occur.

### 1.8 COMMISSIONING RECORD AND TESTING DATA MANUAL

A. The Contractor shall cooperate with Commissioning Agent (CxA) in the preparation of a separate Manual dedicated to documenting the Commissioning process which will include all certifications and testing data and some repeating of O&M data. Description of this Manual is found in Section 01 91 00 Commissioning and shall be prepared by the Commissioning Agent (CxA).

### PART 2 - PRODUCTS (Not Applicable)

# PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01 78 23

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## **PART 1 - GENERAL**

## 1.1 RELATED DOCUMENTS

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

## 1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for warranties required by the Contract Documents, including manufacturer's standard warranties on products and special warranties.
  - 1. Refer to the General Conditions for terms of the Contractor's period for correction of the Work.
- B. Related Sections: The following Sections contain requirements that relate to this Section:
  - 1. Division 01 Section 01 33 00 "Submittal Procedures" specifies procedures for submitting warranties.
  - 2. Division 01 Section 01 77 00 "Closeout Procedures" specifies contract closeout procedures.
  - 3. Division 01 Section 01 78 23 "Operation and Maintenance Data" specifies required operation and maintenance data.
  - 4. Divisions 02 through 49 Sections for specific requirements for warranties on products and installations specified to be warranted.
  - Certifications and other commitments and agreements for continuing services to Owner are specified elsewhere in the Contract Documents.
- C. **Disclaimers and Limitations:** Manufacturer's disclaimers and limitations on product warranties do not relieve the Contractor of the warranty on the Work that incorporates the products. Manufacturer's disclaimers and limitations on product warranties do not relieve suppliers, manufacturers, and subcontractors required to countersign special warranties with the Contractor.

## 1.3 WARRANTY REQUIREMENTS

- A. **Related Damages and Losses:** When correcting failed or damaged warranted construction, remove and replace construction that has been damaged as a result of such failure or must be removed and replaced to provide access for correction of warranted construction.
- B. **Reinstatement of Warranty:** When Work covered by a warranty has failed and been corrected by replacement or rebuilding, reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation.
- C. Replacement Cost: Upon determination that Work covered by a warranty has failed, replace or rebuild the Work to an acceptable condition complying with requirements of the Contract Documents. The Contractor is responsible for the cost of replacing or rebuilding defective Work regardless of whether the Owner has benefited from use of the Work through a portion of its anticipated useful service life.
- D. **Owner's Recourse:** Expressed warranties made to the Owner are in addition to implied warranties and shall not limit the duties, obligations, rights, and remedies otherwise available under the law. Expressed warranty periods shall not be interpreted as limitations on the time in which the Owner can enforce such other duties, obligations, rights, or remedies.
  - 1. Rejection of Warranties: The Owner reserves the right to reject warranties and to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
- E. Where the Contract Documents require a special warranty, or similar commitment on the Work or part of the Work, the Owner reserves the right to refuse to accept the Work, until the Contractor presents evidence that entities required to countersign such commitments are willing to do so.
- F. The Contractor shall guarantee all materials and workmanship for a period of eighteen (18) months from the date of Substantial Completion of the Work. In addition, the Contractor shall furnish the warranties listed below. Submit four (4) copies of each to the Construction Administrator in the supplier's standard form or in the form given below if there is no standard form available.

G. **Specification/Warranty Table:** The General Contractor shall provide for all warranties as shown in the Specification/Warranty table. Refer to referenced trade section for additional details.

			Specification / Warranty Table
Item No.	Section No.		Specification Product/Warranty
1.	07	077200	Roofing
			Maintain and do not void existing roof warranties
			20 years new roof products material and installation.
2.	07	077200	Roof Accessories – Metal Trim:
			20 years, finish.
3.	07	079200	Joint Sealants:
			<b>2</b> years, installer.
			<b>5</b> years, manufacturer.
4.	80	087111	Door Hardware:
			Years, material and workmanship
5.	80	089119	Fixed Louvers:
			20 Years on finish, material, and installation.
6.	22	223300	Electric Domestic Water Heaters:
			15 Years on storage tank, material, and installation.
7.	22	223400	Commercial Gas Domestic Water Heater:
			10 Years for storage tank and stress corrosion cracking on tank or
			heat exchanger, material, and installation.
			3 Years for failure dues to scales buildup on storage tank and
			heating surfaces, material, and installation.
8.	23	235100	Breeching, Chimneys and Stacks:
			10 years, material and installation,
9.	23	235216	Condensing Boilers:
			10 years, leakage and materials, and installation.
			10 Years pro-rated for heat exchanger damage by thermal stress
			and corrosion, materials, and installation.
10.	23	236416	Centrifugal Water Chillers:
			5 years, material and installation
11.	26	262413	Switchboards:
			5 years, material and installation,
12.	26	262923	Variable Frequency Motor Controllers:
			5 years, material and installation
13.	26	265119	LED Interior Lighting:
		005015	5 years, material and installation,
14.	26	265213	Emergency and Exit Lighting:
			5 years, material and installation
15.	28	285621	Fire Alarm System
			5 years, material and installation

H. Submit certification that finish materials are fire rated as specified.

PROJECT NO.: BI-CTC-500

J. Form of Warranty: Warranties shall be submitted in following format:

Warranty				
Commissioner: (Insert Commissioner's Name) Department of Administrative Services DAS Commissioner's Office 450 Columbus Boulevard, Suite 1501 Hartford, CT 06103				
Project Number: (Insert DAS/CS Project Number) Project Title: (Insert DAS/CS Project Title)				
I (We) hereby warranty				
the work on the referenced project for a period of years				
from , 20 against failures of workmanship and materials in accordance				
with the requirements of Section, Page, Paragraph, of the Specifications.				
Installer  Subcontractor  Vendor/Suppliers  Manufacturer				
Installer or Subcontractor or Vendor/Suppliers or Manufacturer Name:				
Installer or Subcontractor or Vendor/Suppliers or Manufacturer Signature:				
General Contractor's Name				
General Contractor's Signature:				
or				
General Contractor's Authorized Agent Signature:				

- K. Bonds shall be by approved Surety Companies, made out to the Commissioner, Department of Administrative Services on companies' standard form.
- L. Warranties, Guarantees, or bonds supplied by the General Contractor's Subcontractors or Vendors/Suppliers or Manufacturers shall reference the project name, number, and location and be certified by the General Contractor to be for the product and installation on the project and must be countersigned by the General Contractor.
- M. Bonds shall be by approved Surety Companies, made out to the Commissioner, Department of Administrative Services, on company's standard form.
- N. Guarantees, warranties or bonds supplied by Subcontractors, Suppliers or Manufacturers shall reference the project name, number, and location and be certified by the Contractor to be for the product and installation on the project and must be countersigned by the Contractor.

## 1.4 SUBMITTALS

- A. Submit written warranties prior to the date certified for Substantial Completion. If the Architect's Certificate of Substantial Completion designates a commencement date for warranties other than the date of Substantial Completion for the Work, or a designated portion of the Work, submit written warranties upon request of the Architect.
- B. Forms for special warranties are included in this Section. Prepare a written document utilizing the appropriate form, ready for execution by the Contractor, or by the Contractor, subcontractor, supplier, or

manufacturer. Submit a draft to the Owner, through the Construction Administrator, for approval prior to final execution.

- Refer to Divisions 02 through 49 Sections for specific content requirements and particular requirements for submitting special warranties.
- C. **Form of Submittal:** At Final Completion compile two (2) copies of each required warranty properly executed by the Contractor, or by the Contractor, subcontractor, supplier, or manufacturer. Organize the warranty documents into an orderly sequence based on the table of contents of the Project Manual.
- D. Bind warranties and bonds in heavy-duty, commercial-quality, durable 3-ring, vinyl-covered loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper.
  - Provide heavy paper dividers with celluloid covered tabs for each separate warranty. Mark the 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 the Installer.
  - Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project title or name, and name of the Contractor.
  - 3. When warranted construction requires operation and maintenance manuals, provide additional copies of each required warranty, as necessary, for inclusion in each required manual.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not applicable)

END OF SECTION 01 78 30

#### SECTION 019100 - BUILDING COMMISSIONING REQUIREMENTS

#### PART 1 GENERAL

# 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.
- B. All related Specification sections shall be used in conjunction with this Section.
- C. OPR and BoD documentation prepared by the Owner and Engineer contain requirements that apply to this section.

## 1.2 SUMMARY

- A. This section includes requirements for commissioning activities during the design phase, construction phase, functional testing phase and the building turnover phase. Includes requirements for all specified and associated systems, subsystems and equipment. The intent of this section is to specify the commissioning responsibilities of the Contractor, HVAC Subcontractor, TAB Subcontractor, Automated Temperature Controls Subcontractor, Plumbing Subcontractor, and the Electrical Subcontractor. The Contractor will assure participation and cooperation of his subcontractors as required for the commissioning process. The Commissioning Authority (CxA) for this project will be hired by the Owner.
- B. Related Sections: The following Sections contain requirements that relate to this Section:
  - 1. Section 01 31 00 "Project Management and Coordination" specifies procedures for coordinating the Commissioning Process.
  - 2. Division 01 Section 01 33 00 "Submittal Procedures" specifies procedures for submittal of Product Data and Quality Assurance Submittals.
  - 3. Division 01 Section 01 77 00 "Closeout Procedures" specifies general closeout requirements.
- C. The Commissioning Authority (CxA) is not responsible for construction means, methods, coordination between trades, job safety or any other related management function on the job site.

# 1.3 DEFINITIONS

- A. **Automated Temperature Controls (ATC)**: building management system and components providing automated control of related environmental and/or process systems and equipment.
- B. **Basis of Design (BOD)**: A document that records concepts, calculations, decisions, and product selections used to meet the OPR and to satisfy applicable regulatory requirements, standards, and guidelines. The document includes both narrative descriptions and lists of individual items that support the design process.
- C. Commissioning Agent (CxA): An entity identified by the Owner who leads, plans, schedules, and coordinates the commissioning team to implement the Commissioning Process.
- D. **Commissioning (Cx) Plan**: A document that outlines the organization, schedule, allocation of resources, and documentation requirements of the commissioning process.

- E. **Contractor**: The prime manager of construction activities identified in the Contract for Construction between Owner and Contractor.
- F. Construction Checkout Documents / Pre-Functional Checklists: The CxA will produce pre-functional checklists, with the intent to be used by the Contractor / Subcontractors prior to the start of functional testing. These checklists are tools to help the Construction Manager and Subcontractors verify that the installation complies with the Contract Documents. Any deficiencies that are found can then be corrected early in the process when the Contractors are fully mobilized on the site. The pre-functional checklists will be created for all equipment included in the scope of the commissioning process.
- G. Commissioning Authority (referred to herein as the CxA): The individual or group responsible for executing the commissioning process.
- H. **Engineering Professionals**: Includes the Engineers identified in the Contract for Construction between Owner and Contractor, responsible for design of HVAC, plumbing, fire protection, electrical, communications, controls for HVAC systems and other related systems.
- I. Mock-up (system or component): A system, or component of a system, that is constructed ahead of other similar pieces of equipment that allows the commissioning agent and the installing contractors the ability to evaluate the installation. It allows early testing of system / equipment applications, user interfaces, component interaction techniques and check out of the building automation logic.
- J. **Owner's Project Requirements (OPR)**: A document that details the functional requirements of a project and the expectations of how it will be used and operated. These include Project goals, measurable performance criteria, cost considerations, benchmarks, success criteria, and supporting information.
- K. Subcontractor: Individual contractors responsible to the Construction Manager for installation of specific systems to be commissioned.
- L. **Systems, Subsystems, Equipment, and Components**: Where these terms are used together or separately, they shall mean "as-built" systems, subsystems, equipment, and components.
- M. **Testing, Adjusting, and Balancing (TAB)**: Testing, adjusting and balancing of air and water systems, subsystems, equipment and components as required per the contract documents.
- N. **Deficiencies and Resolutions List**: List of noted deficiencies discovered as result of commissioning process.
- O. **Final Commissioning Report**: Overall final commissioning document (see 1.6, I(2) below), prepared by the Commissioning Agent, which details the actual commissioning procedures performed, inspection and testing results, and the final version of the deficiencies and resolutions list indicating that all issues discovered through the commissioning process have been verified as resolved.
- P. **Functional Completion**: Functional Completion is when all remaining TAB (Testing, Adjusting, Balancing) and commissioning responsibilities of the Contractor and their subcontractor's (except for seasonal or approved deferred testing and controls training), have been functionally certified as complete by the Owner's Commissioning Agent (CxA) and the Certificate of Functional Completion has been issued.
- Q. **Functional Performance Testing Process**: Documented testing of system parameters, under actual or simulated operating conditions. Functional testing is the dynamic testing of systems (rather than just components).
- R. **Pre-Commissioning Checklists**: Installation and start-up items to be completed by the appropriate party prior to operational verification through Functional Testing.

- S. **Physical Inspection Process**: On-site inspection and review of related system components for conformance to the specifications.
- T. **Seasonal Commissioning Tests**: Functional Tests that are deferred until the system(s) will experience conditions closer to their intended design conditions.
- U. **Trending**: Monitoring using the building control system.

## 1.4 COMMISSIONING TEAM

- A. Members Appointed by Contractor(s): Individuals, each having the authority to act on behalf of the entity he or she represents, explicitly organized to implement the commissioning process through coordinated actions. The commissioning team shall consist of, but not be limited to, representatives of each Contractor, including Project superintendent and subcontractors, installers, suppliers, and specialists deemed appropriate by the CxA.
- B. Members Appointed by Owner or Owner representative:
  - 1. The CxA: Owner or Owner representative has engaged the CxA to perform commissioning related activities.
  - 2. Representatives of the Owner or Owner representative including facility users and operation and maintenance personnel.
  - 3. Engineering design professionals.

# 1.5 OWNER'S or OWNER'S REPRESENTATIVES RESPONSIBILITIES

- A. Provide the OPR and BoD documentation for use in developing the commissioning plan, checklists and testing plans, operation and maintenance training plan, and a systems manual.
- B. Assign operation and maintenance personnel and schedule them to participate in commissioning team activities, including but not limited to, the following:
  - 1. Coordination and testing meetings.
  - 2. Training in operation and maintenance of systems, subsystems, and equipment.
  - 3. Demonstration of operation of systems, subsystems and equipment.

# 1.6 COMMISSIONING RESPONSIBILITIES

A. The responsibilities of various parties in the commissioning process are provided in this section. It is noted that the services for the Owners Project Manager, HVAC mechanical and electrical designers/engineers, and Commissioning Authority are not provided for in this contract. That is, the Construction Manager is not responsible for providing their services. Their responsibilities are listed here to clarify the commissioning process.

# B. All Parties:

- 1. Follow the Commissioning Plan: (The commissioning plan is an informational document that clarifies how the commissioning process shall proceed. This plan is developed by the Commissioning Authority and outlines the responsibilities of the Commissioning Authority, Owner as well as what services will be required of the Design Team, Construction Manager and their subcontractors. This document fully describes the processes that will be used to carry out commissioning.)
- 2. Attend commissioning scoping meeting and additional meetings, as necessary.

- C. Engineer Construction and Acceptance Phase:
  - 1. The owner manages the Commissioning Authority contract.
  - 2. Attend the commissioning scoping meeting and selected commissioning team meetings.
  - 3. Perform normal submittal review, construction observation as contracted.
  - Coordinate resolution of system deficiencies identified during commissioning, according to the contract documents.
  - 5. Provide the Commissioning Authority with a copy of all bulletins, sketches, RFI's, addenda and any project document updates to help keep the commissioning plan up to date.
- D. Commissioning Authority Construction and Acceptance Phase:
  - 1. The Commissioning Authority is not responsible for design concept, design criteria, compliance with codes, design or general construction scheduling, cost estimating, or construction management. The Commissioning Authority may assist with problem solving, non-conformance or deficiencies but, ultimately, that responsibility resides with the general contractor and the A/E. The primary role of the Commissioning Authority is to develop and coordinate the testing plan manual, to observe and document performance which systems are functioning in accordance with the documented design intent and in accordance with the Contract Documents. The Contractors will provide all tools or the use of tools to start, checkout and functionally test equipment and systems.
  - 2. Update the project Basis of Design (BOD) in conjunction with the Consultant team.
  - Coordinates and directs the commissioning activities in a logical, sequential and efficient manner using consistent protocols and forms, centralized documentation, clear and regular communications and consultations with all necessary parties, frequently updated timelines and schedules and technical expertise.
  - 4. Conduct a Design Review of the systems that will be commissioned.
  - 5. Coordinate the commissioning work and, with the Construction Manager, ensure that commissioning activities are being scheduled into the master schedule.
  - 6. Develop a commissioning specification section.
  - 7. Develop the Owner's Project Requirements (OPR) document.
  - 8. Develop a Commissioning Plan starting with a Preliminary Commissioning Plan encompassing the design, construction, investigation, and post-occupancy phases. The plan should, at a minimum, include an outline of commissioning responsibilities, identify the systems that shall be commissioned, provide an overview of the method of verification and documentation used during the commissioning process, and contain a draft preliminary schedule for the commissioning of systems.
  - Request and review additional information required to perform commissioning tasks, including O&M materials, contractor start-up and checkout procedures.
  - 10. Before startup, gather and review the current control sequences and interlocks and work with contractors and design engineers until sufficient clarity has been obtained, in writing, to be able to write detailed testing procedures.
  - 11. Review normal Contractor submittals applicable to systems being commissioned for compliance with commissioning needs, concurrent with the A/E reviews.
  - 12. Write and distribute pre-functional tests and checklists.
  - 13. As needed, plan and conduct a commissioning scoping meeting and other commissioning meetings.
  - 14. Perform site visits to observe component and system installations. Attends selected planning and job-site meetings to obtain information on construction progress. Review construction meeting minutes for revisions/substitutions relating to the commissioning process. Assist in resolving any discrepancies.
  - 15. Reviewing the cleaning, flushing and chemical treatment of the hydronic systems prior to balancing.
  - 16. Verify pre-functional tests and checklist completion by reviewing pre-functional checklist reports and by selected site observation and spot-checking.
  - 17. Verify systems startup by reviewing start-up reports and by selected site observation.
  - 18. Review Testing, Adjusting, and Balancing execution plan and sample report.
  - 19. Write the functional performance test procedures for equipment and systems.
  - 20. Coordinate, witness, and approve "mock-up" installations of systems and equipment as defined in this division, section 3.03.
  - 21. Analyze any functional performance trend logs and monitoring data to verify performance.

- 22. Coordinate witness and approve manual functional performance tests performed by installing contractors. Coordinate retesting as necessary until satisfactory performance is achieved.
- 23. Spot-check the air and water balancing readings including space pressurization.
- 24. Maintain a master deficiency and resolution log and a separate testing record. This should indicate all major discrepancies. Provide the Contractor with written progress reports and test results with recommended actions, as well as recommendations for the systems.
- 25. Development of a systems training manual.
- 26. Oversee and assist in the training of the Owner's operating personnel.
- 27. Provide a final commissioning report and presentation to the Owner.

## E. Project Manager – Owner's Representative - Construction and Acceptance Phase:

- 1. Facilitate the coordination of the commissioning work by the Commissioning Authority, and, with the Contractor to ensure that commissioning activities are being scheduled into the master schedule by the Contractor well in advance.
- 2. Review the final Commissioning Plan.
- Attend a commissioning scoping meeting and other commissioning team meetings.
- 4. Perform the normal review of contractor submittals.
- 5. Furnish a copy of all construction documents, addenda, change orders and approved submittals and shop drawings related to commissioned equipment to the Commissioning Authority.
- Review the functional performance test procedures submitted by the Commissioning Authority, prior to testing.
- When necessary, observe and witness pre-functional checklists, startup, and functional testing of selected equipment.
- 8. Review commissioning progress and deficiency reports (Commissioning Cx Portal) and respond to issues assigned.
- Coordinate the resolution of non-compliance and design deficiencies identified in all phases of commissioning.
- 10. A representative shall attend a commissioning scoping meeting and other necessary meetings scheduled by the Commissioning Authority to facilitate the commissioning process.
- Arrange for facility operating and maintenance personnel to attend various field commissioning activities including equipment & system "mock-ups" and field training sessions.

# F. Construction Manager - Construction and Acceptance Phase:

- Construction Manager shall assign representatives with expertise and authority to act on its behalf and shall schedule them to participate in and perform commissioning process activities including, but not limited to, the following:
  - a. Evaluate performance deficiencies identified in test reports and, in collaboration with entity responsible for system and equipment installation, recommend corrective action.
  - b. Provide the CxA with a detailed and accurate construction schedule updated on a monthly basis. Coordinate scheduling of commissioning activities with the CxA and include them in the construction schedule.
  - c. Provide a schedule for equipment submittals, installation manual submittals, operation and maintenance data submittals, equipment start-up, and testing to CxA for incorporation into the commissioning plan. Update schedule on a monthly basis throughout the construction period.
  - d. Provide CxA with copies of all approved change orders or other modifications influencing construction when approved.
  - e. Participate in construction-phase coordination meetings.
  - f. Participate in commissioning inspections.
  - g. Ensure accurate completion of construction checkout documents for all systems to be commissioned prior to verification site visits by the CxA.
  - h. Certify readiness of systems to be commissioned prior to functional performance testing.
  - i. Participate in functional performance testing of systems to be commissioned.

- j. Resolving issues identified during commissioning and coordinating correction of deficiencies. Ensure responses to open issues within two weeks of being posted via online tracking database (Commissioning Cx Portal).
- k. Participate in operation and maintenance planning and verification.
- I. Assist in coordinating the Subcontractors, as needed, with the scheduling and implementation of the operating personnel maintenance training sessions.
- m. Participate in final review of equipment and systems and participate in final acceptance meeting.
- n. Certify the work is complete and systems are operational according to the contract documents, including calibration of controls and any instrumentation.
- o. Coordinate subcontractor during commissioning activities.
- p. Review and approve final commissioning documentation.
- q. Assist in coordinating the Subcontractors, as needed, to perform testing of systems and equipment as it relates to project phasing.
- r. Assist in coordinating the Subcontractors, as needed, to perform deferred or opposite seasonal testing of systems and equipment.
- s. Assist in coordinating the Subcontractors to resolve issues discovered during the warranty period.
- t. Coordinate and arrange for mock-up systems and equipment as defined in this division, section 3.03.
- G. Subcontractors shall assign representatives with the expertise and the authority to act on behalf of the entity responsible for installation of systems to be commissioned who shall participate in and perform commissioning team activities including, but not limited to, the following:
  - 1. Provide a schedule for equipment submittals, installation manual submittals, operation and maintenance data submittals, equipment start-up, and testing to CxA for incorporation into the commissioning plan. Update schedule on a monthly basis throughout the construction period.
  - 2. Participate in construction-phase coordination meetings.
  - Provide information to the CxA for developing construction phase commissioning plan including, but not limited to the following:
    - a. Schedule as mentioned above.
    - b. Equipment submittals.
    - c. Installation manual submittals.
    - d. Operation and maintenance information submittals.
  - 4. Complete construction checkout documents for all systems to be commissioned.
  - 5. Provide all necessary assistance and work associated with the completeness and installation of "mock-up" equipment as defined in this division, section 3.03.
  - 6. Maintain updated Project Record Documents for periodic review by the CxA and submit final record documents at project completion.
  - 7. Certify readiness of systems to be commissioned prior to functional performance testing.
  - 8. Participate in functional performance testing of systems to be commissioned.
  - 9. Participate in test procedures meeting.
  - 10. Provide technicians who are familiar with the construction and operation of the installed systems, are trained in the use of required testing instruments and procedures to participate in testing of installed systems, subsystems and equipment.
  - 11. Participate in operation and maintenance planning, documentation and verification.
  - 12. Resolving issues identified during commissioning and coordinating correction of deficiencies. Ensure responses to open issues within two weeks of being posted via online tracking database (Commissioning Cx Portal).
  - 13. Participate in training sessions for Owner's operation and maintenance personnel.
  - 14. Participate in final review at acceptance meeting.
  - 15. Participate, as needed, in performing deferred or opposite seasonal testing of systems and equipment.

## 1.7 COMMISSIONING DOCUMENTATION

- A. Commissioning Plan: A document, prepared by the CxA, that outlines the schedule, allocation of resources and documentation requirements of the commissioning process, including but not limited to, the following:
  - 1. Plan for delivery and review of submittals, systems manuals and other documents and reports. Identification of the relationship of these documents to other functions and a description of submittals that are required to support the commissioning processes. Submittal dates include the latest date approved submittals must be received without adversely affecting commissioning.
  - 2. Overview of the organization, layout and content of commissioning documentation and a description of documents to be provided along with identification of responsible parties.
  - 3. Identification of systems and equipment to be commissioned.
  - 4. Description of schedules for testing procedures along with identification of parties involved in performing and verifying tests.
  - 5. Identification of items that must be completed before the next operation can proceed.
  - 6. Description of responsibilities of commissioning team members.
  - 7. Description of observations to be made.
  - 8. Description of requirements for operation and maintenance training, including required training materials.
  - 9. Description of expected performance for systems, subsystems, equipment and controls.
  - Requirements for documenting changes on a continuous basis to appear in the project record documents.
  - 11. Process and schedule for completing construction checklists for systems to be commissioned,
  - 12. Systematic procedures for testing systems, subsystems and equipment with descriptions for methods of verifying relevant data, recording the results obtained and listing parties involved in performing and verifying tests.
- B. Construction Checkout Documents / Pre-functional Checklists: The CxA shall develop construction checklists for each system to be commissioned including interfaces with the ATC system, safeties, and interlocks. Separate entries will be provided for each item to be checked. Construction checklists to be completed by the installing Subcontractor and verified by the Contractor and CxA. Space will be provided for sign off installing Subcontractor, Contractor and CxA. Each checklist will include, but not limited to, the following:
  - 1. Name and identification code of each item being checked.
  - Verification of each item including verification of all required data and construction practices listed in the construction checklists. This list outlines all work necessary to be completed prior to the start of functional testing for the particular system, subsystem and equipment.
  - 3. Notation of any equipment or installation that deviates from approved submittals or the construction documents.
  - Name(s) of personnel involved with verification and dates on which verification activities and construction checklists were completed.
- C. Witness systems, assemblies, equipment, and component startup.
- D. Hydronic Start-up Documents: Documentation that narrates the flushing, cleaning, chemical treatment, pressure testing and air bleeding of any associated hydronic systems, assemblies, equipment, and component start-up. Documentation should identify individuals present who witnessed said testing.
- E. Certificate of Readiness: Certificate of Readiness shall be signed by the Contractor, Subcontractor(s), Installer(s) and CxA certifying that systems, subsystems, equipment, and associated controls are ready for testing and that all relevant information including submittals, installation data and operation and maintenance documentation has been submitted. Completed construction checklists signed by the responsible parties shall accompany this certificate.
- F. Functional Performance Testing: CxA shall develop functional performance test documents for each system to be commissioned including interfaces and interlocks. Separate entries will be provided for each

item to be tested. CxA shall prepare separate tests for each mode of operation and provide space to indicate whether the mode under test responded as required. All information gathered will be documented by the CxA. Each test will include, but not limited to, the following:

- 1. Name and identification of each item being checked.
- Date of test.
- 3. Indication of whether the record is for a first test or retest following correction of a problem or issue.
- List of deficiencies.
- 5. Calibration of sensors and sensor function.
- Testing conditions under which test was conducted, including (where applicable) ambient conditions, setpoints, override conditions, and status and operating conditions that influence the results of the test.
- 7. Control sequences for mechanical and electrical systems.
- 8. Verification of control signals for each setpoint at specified conditions.
- 9. Responses to control signal at specified conditions.
- 10. Sequence of responses to control signals at specified conditions.
- 11. Electrical demand or power input at specified conditions.
- 12. Expected performance of systems, subsystems and equipment at each step of the tests. Narrative description of observed performance of systems, subsystems and equipment. Notation to indicate whether the observed performance at each step meets the expected results.
- 13. Interaction of auxiliary equipment.
- G. Test and Verification Reports: CxA will create test scenarios, record test data, observations, and measurements on test documents. Photographs, forms and other means appropriate for the application shall be included with test documentation. CxA will compile test and verification reports and verification certificates and include them in the commissioning report.
- H. Training Plans: To be prepared by the contractor and submitted to the CxA and the Owner for review and comment prior to finalizing training plans.
- I. Corrective Action Documents: CxA will document corrective action taken for systems and equipment that fail tests including required modifications to systems and equipment and revisions to test procedures. Retest and results will also be documented.
  - 1. Issues Log or Commissioning Notice: CxA prepares and maintains an issues log that describes design, installation and performance issues that are at variance with the OPR, BoD and contract documents. Identification and tracking of issues as they are encountered, documenting the status of unresolved and resolved issues. Issues log is shared with members of the Design/Construction/Commissioning team via an internet portal, which is maintained by the CxA.
    - a. BVH Commissioning Portal: The CxA Commissioning Portal is an on-line issue-tracking database developed by BVH Integrated Services, P.C. The Portal is used by the CxA to track issues and assign responsibility for corrective action. All members of the Commissioning Team will be given access to the Portal to respond to issues and / or deficiencies. Open issues will be sorted by the individual trades. Once the Contractor / Subcontractor have made any necessary corrections, they will update their specific issues on line for re-verification by the commissioning provider.
- J. Systems Training Manual: CxA shall develop a systems training manual for the operation and maintenance personnel that includes the intended operation of the systems and equipment listed as well as document setpoints and schedules. It should be noted that the Systems Training Manual does not, in any way, replace the Subcontractor / vendor training nor does it relieve Subcontractor(s) of their responsibilities as outlined in other divisions within the contract documents.

## 1.8 SUBMITTALS BY CONTRACTOR

- A. Information listed below shall be submitted with the product and system product literature and shop drawing submittals for review and approval by the Owner, Engineering Professionals and the CxA. This information will be used to confirm the product compliance with the Contract Documents and to establish detailed commissioning requirements and procedures. The information shall be specific to each system to be commissioned and shall be inclusive of all related systems, equipment and components.
  - 1. Manufacturer cut sheets and product literature and shop drawings in accordance with the requirements of other divisions.
  - Manufacturer's detailed installation and start-up requirements including equipment checklists for each piece of equipment.
  - 3. Operation instructions.
  - 4. Manufacturer's recommended maintenance and troubleshooting procedures.
  - 5. Warranty and owners obligations to maintain warranty.
  - 6. Detailed product data for each piece of equipment including part load capacities, electrical components and requirements, etc. (As appropriate)
  - 7. Manufacture's certified test reports on each piece of equipment.
  - 8. Performance curves for each piece of equipment being submitted. (As appropriate)
  - 9. Coordination and Record Drawings.
  - Logic flow diagrams for control systems sequences of operation. Include detailed sections of the Sequence of Operations for related function groups.
  - 11. Interpret function groups for clarity.
  - 12. Indicate initial setpoints, reset schedules, sensor locations, etc.

## B. Operation and Maintenance Manuals:

- 1. The Contractor shall develop the Operation and Maintenance manuals in accordance with the requirements indicated in Division 01.
- 2. All submittal information indicated in item 1.08A above shall be included in the operations and maintenance manual in addition to the information required below.
- 3. Manufacturer's break-in instructions.
- 4. Manufacturer suggested service requirements.
- 5. Spare parts list edited for specific equipment used on the project. Provide names/numbers of local distributors for spare parts.
- 6. Copy of all equipment specifications.
- 7. Preventative maintenance instructions.
- 8. Troubleshooting guide.
- 9. Plumbing and HVAC piping sanitation certificates.
- 10. Air and Water Balancing Reports.
- 11. Warranties and Warranty start dates.
- 12. Equipment Start-up Reports
- 13. Door Hardware maintenance instructions.
- 14. Window Hardware and operable unit maintenance instructions.

# 1.9 QUALITY ASSURANCE

A. Operations and Maintenance Training Instructor Qualifications: Equipment training shall be provided by a factory authorized technical representatives, experienced in training, operation and maintenance procedures for installed systems, subsystems and equipment.

## 1.10 COORDINATION

- A. Coordination Meetings: CxA shall conduct periodic coordination meetings of the commissioning team to review progress on the commissioning plan, to discuss scheduling conflicts and to discuss upcoming commissioning process activities.
- B. Pretesting Meetings: CxA shall conduct pretest meetings of the commissioning team to review start-up reports, pretest verification results, testing procedures, testing personnel and instrumentation requirements and manufacturer's authorized service representative services for each system, subsystem, equipment and component to be tested.
- C. Testing Coordination: CxA shall coordinate sequence of testing activities to accommodate required quality assurance and control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and verification.
- D. Manufacturer's Field Services: CxA shall coordinate services with the help of the Contractor/Subcontractor of manufacturer's field services.

## 1.11 SYSTEMS TO BE COMMISSIONED

- A. The following systems will be commissioned for this project.
  - 1. Mechanical Systems
    - a. Condensing Hot Water Boilers
    - b. Heating Hot Water Pumps including associated piping and accessories
    - c. Brazed-Plate Heat Exchangers
    - d. Stack Economizer
    - e. Combustion Air Make-Up Systems and exhaust fans
    - f. Electric Centrifugal Chillers
    - g. Chilled Water Pumps including associated piping and accessories
    - h. Cooling Towers
    - i. Condenser Water Pumps including associated piping and accessories
  - 2. Plumbing Systems
    - a. HVAC Make-Up Water Supply including piping and accessories
  - 3. Automatic Temperature Control
    - a. All Direct Digital Control (DDC) shall be verified for proper operation as they relate to the above equipment including interfaces for remote monitoring. All system interlocks associated with the control system shall be commissioned.
  - 4. Testing, Adjusting, and Balancing
    - a. Spot-checking of air and water balancing readings including space pressurization.

## PART 2 PRODUCTS

## 2.1 TEST EQUIPMENT

- A. All standard testing equipment required to perform start-up and initial checkout and required functional performance testing shall be provided by the Division contractor for the equipment being tested.
- B. All testing equipment shall be of sufficient quality and accuracy to test and/or measure system performance with the tolerance specified in this Section. The Contractor(s) instrumentation shall meet the following standards:
  - 1. Be of sufficient quality and accuracy to test and/or measure system performance within the tolerances required to determine adequate performance.
  - 2. Be calibrated on the manufacturer's recommended intervals with calibration tags permanently affixed to the instrument being used.
  - 3. Be maintained in good repair and operating condition throughout the duration of use on this project.
  - 4. Be recalibrated / repaired if dropped and/or damaged in any way since last calibrated.

# PART 3 EXECUTION

## 3.1 TESTING PREPARATION

# A. Prerequisites for Testing:

- Certify that systems to be commissioned have been completed, calibrated and manufacturer startups (where required) are complete. Verify systems to be commissioned are operating according to the OPR, BoD, and the contract documents and the Certificates of Readiness are signed and submitted.
- 2. Certify that building instrumentation and automated temperature controls associated with the systems to be commissioned have been completed and calibrated and are operating according to the OPR, BoD, and the contract documents and that preset set points have been recorded.
- 3. Certify that TAB procedures have been completed and that TAB reports have been submitted, discrepancies corrected and corrective work approved.
- 4. Test systems and intersystem performance after approval of construction checklists for systems, subsystems, and equipment.
- 5. Set systems, subsystems, and equipment into operating mode to be tested (i.e. normal shut down, normal auto position, normal manual position, unoccupied cycle, and emergency power and alarm conditions.)
- 6. Verify each operating cycle after it has been running for a specified period and is operating in a steady state condition.
- Inspect and verify the position of each device and interlock identified on checklists. Sign off each item as acceptable or failed. Repeat this test for each operating cycle that applies to system being tested.
- 8. Check safety cutouts, alarms and interlocks with smoke control and life safety systems during each mode of operation.
- Update checklists or data sheet after a deficiency is observed and corrected.
- Verify equipment interface with monitoring and control system and TAB criteria including the following:
  - Supply and return airflow rated for variable flow and constant volume systems in each operational mode, including maximum and minimum flow capacity.
  - b. Minimum outdoor air intake in each operational mode and at minimum and maximum airflows.
  - c. Building pressurization.

- d. Total exhaust airflows and total outdoor air intake.
- 11. Verify proper responses of monitoring and control systems controllers and sensors to include the following:
  - a. For each controller or sensor, record the indicated monitoring and control system reading and the test instrument reading. If the initial test indicates that the test reading is outside of the control range of the installed device, check calibration of the installed device and adjust as required. Retest malfunctioning devices and record results on checklist or data sheet.
  - b. Report deficiencies and prepare an issues log entry.
- 12. Verify that construction checkout of systems to be commissioned has been completed and approved. CxA shall verify construction checkout and start-up including requirements specified in individual Division Sections and equipment manufacturer's recommendations.
- B. Testing Instrumentation: Install measuring instruments and logging devices to record test data for the required test period. Instrumentation shall monitor and record full range of operating conditions and shall allow for calculation of total capacity of system for each mode of operation. Operational modes may include the following:
  - 1. Occupied and unoccupied
  - 2. Full load and minimum flow
  - 3. Maximum flow and minimum flow
  - 4. Warm up and cool down
  - 5. Economizer cycle
  - 6. Emergency power supply
  - 7. Life safety alarm modes
  - 8. Temporary upset of system operation
  - 9. Partial occupancy conditions
  - 10. Special cycles

# 3.2 START-UP, CONSTRUCTION CHECKLISTS AND INITIAL CHECKOUT

- A. The following procedures apply to all equipment to be commissioned.
- B. General: Each piece of equipment receives full construction checkout. No sampling strategies are used. The construction checkout protocol for a given system must be successfully completed prior to formal functional performance testing of equipment or subsystems of the given system. Before any system start-ups begin, the Contractor(s) shall conduct a final installation verification audit for their work. The Contractor shall be responsible for completion of all work including change orders and punch list items to the Owner's / CxA satisfaction. This visual check of the various systems to be commissioned shall verify that all components are properly installed. The following items as a minimum shall be observed, but not be limited to, check of:
  - 1. Air Distribution and Exhaust Systems:
    - a. Mounting and support of equipment.
    - b. Noise, vibration, air and water leaks.
    - Air filtration, presence and operation of dampers, diffusers, grilles, fire dampers and access doors where required.
    - d. Presence of thermostats and other adjustable temperature control devices where required.
    - e. Presence of smoke sensors and other safety devices where required.
    - f. Instrumentation, gauges, thermometers and flow measuring devices where required.
    - g. Access to equipment and filters where required.
    - h. Insulation of ductwork is complete where required.

- Ductwork is sealed.
- j. Power available to equipment.
- k. Temperature controls are complete.
- I. Air and water balancing is complete and an initial hand written report available.
- 2. Heating and Cooling Systems Equipment and Piping:
  - a. Service access is acceptable.
  - b. Proper cycling.
  - c. Excessive noise, vibration or leaks.
  - d. Presence of safety devices and controls.
  - e. Proper identification of all piping, valves, starters and equipment.
  - f. Pressure testing and flushing of systems.
  - g. Power available to equipment.
  - h. Temperature controls are complete.
  - i. Equipment start-up and checkout by the manufacturer's representatives are complete.
  - j. Air and water balancing is complete and an initial hand written report available.
- 3. Building Electrical System and Equipment:
  - a. Presence of safety devices and controls.
  - b. Proper identification of all starters, switches and equipment.
  - c. Power available to equipment.
  - d. Equipment start-up and checkout by the manufacturer's representatives are complete.
- C. If any work is found incomplete, incorrect, or non-functional, the Contractor shall correct the deficiency before system start-up work proceeds.
- D. Contractor shall provide a full start-up plan for each system to be commissioned including all subsystems, equipment, and components; which shall at a minimum include the following documentation:
  - 1. Construction Check-out Documents
  - 2. Manufacturer's standard written start-up procedures copied from the installation manuals with check boxes by each procedure and a signature block added by hand at the end.
  - 3. Manufacturer's normally used field checkout sheets.
- E. Construction Checkout Documents / Pre Functional Checklists
  - 1. Job specific prefunctional checklists will be provided by the CxA along with additional minimum testing and demonstration requirements as set forth by the Owner.
- F. Sensor Calibration:
  - Calibration of all sensors shall be included as part of the construction checklists performed by the Contractors.

# 3.3 FUNCTIONAL PERFORMANCE TESTING

- A. This sub section applies to commissioning functional performance testing for all Divisions.
- B. Objectives and Scope:
  - The objective of functional performance testing is to demonstrate that each system is operating
    according to the documented design intent and Contract Documents. Functional testing facilitates

- bringing the systems from a state of substantial completion to full dynamic operation. Additionally, during the testing process, areas of deficient performance are identified and corrected, improving the operation and function of the systems.
- 2. In general, each system to be commissioned should be operated through all modes of operation where there is a specified system response. Verifying each sequence in the sequences of operation is required. Proper responses to such modes and conditions as power failure, freeze condition, low oil pressure, no flow, equipment failure, etc. shall be tested.
- C. The responsible subcontractor or his/her designee executes the performance of the construction checkout, start-up, and checkout. When checking off construction checklists, signatures may be required of other subcontractors for verification of completion of their work.
- D. The CxA shall observe, at minimum, the procedures for each piece of primary equipment.
- E. The subcontractors shall execute start-up and provide the CxA with a signed and dated copy of the completed start-up and construction checklists.
- F. Only individuals that have a direct knowledge and witness that a line item task on the construction checklist was actually performed shall initial or check that item off.
- G. Test Methods:
  - 1. Mock-Up Systems
    - a. Execution of Mock-Up Program
      - Once the mock-up procedure is approved, the assembly can begin under the direction and executed by the Sub or vendor responsible.
      - 2) At a minimum of two weeks prior to completing the mock-up, the Subs and vendors shall schedule the mock-up evaluation with the CM and CxA.
      - 3) The CxA shall inspect each mock-up and observe any required testing. Testing is performed by the installing contractor.
    - b. The CxA shall document the results of the mock-up inspection and testing, as well as any deficiencies identified and submit a report of the findings to the OPM.
    - c. "Mock-Up" equipment and systems are to be completed in all respects and readied for functional testing prior to building completion. These systems are as follows:
      - 1) Typical Heating Hot Water Condensing Boiler
      - 2) Typical Electric Centrifugal Chiller
      - 3) Typical Brazed-Plate Heat Exchanger
      - 4) Typical In-Line Pump and Typical Split-Case Pump
    - d. "Mock-up" equipment is defined as systems and equipment that are in sufficient quantities where early detection of system deficiencies will help to reduce future rejection of equipment. These are permanent installations not temporary for the sake of demonstration only. The equipment "mock-up" will establish a level of quality of the equipment installation and its operation. This proactive approach will reduce future installation and operational errors of repetitive equipment.
    - e. "Mock-up" equipment will be reviewed and approved by the Engineer, CA, and Owner's Representative
    - f. "Mock-up" equipment will be deemed readied for testing and approval as defined below:
      - 1) Heating Hot Water Condensing Boiler
        - a) Manufacturer start-up completed and report submitted

- b) Natural gas piping connections and accessories complete
- c) Supply/Return Temperature and Pressure gauges installed
- d) Temperature sensor well installed on supply piping for ATC
- e) Motorized shut-off valve installed for each boiler
- f) Pressure relief valve installed and piped to floor drain
- g) Drain valve installed on return piping
- h) Flanged connections installed
- i) Expansion tank and air separator installed, including domestic cold water make-up with fast-fill bypass line, high capacity air vents installed at high points, drains installed at low points, isolation valves at each piece of equipment, and pressure gauges on the expansion tanks.
- i) Piping is insulated
- k) Equipment identification installed
- I) Pipe identification completed
- m) Valve Tags installed
- n) All Gauges and Thermometers installed
- o) Boiler intake and vent installed
- p) Condensate acid neutralization piped to floor drain
- q) Automatic Temperature Controls installed, functioning, and reporting to the BAS, including all associated sensors

# 2) Electric Centrifugal Chiller

- Manufacturer start-up completed and report submitted for both the chiller and associated VFD
- b) Pressure and temperature gauges installed on the supply and return piping for both the evaporator and condenser sides
- c) Thermometer wells installed in all supply and return piping for ATC sensors
- d) Differential pressure sensors installed across each side
- e) Drain valves installed at all low points
- f) Flexible pipe connections and long-radius elbows installed
- g) Piping is insulated
- h) Equipment identification installed
- i) Pipe identification completed
- j) Valve Tags installed
- k) All Gauges and Thermometers installed
- Refrigerant purge system ductwork installed and duct drops terminated 12" AFF
- m) Automatic Temperature Controls installed, functioning, and reporting to the BAS, including all associated sensors

# 3) Brazed-Plate Heat Exchanger

- a) Manufacturer start-up completed and report submitted
- b) Plant hot water inlet/outlet pressure and temperature gauges installed
- Plant-side temperature and pressure gauges installed on inlet and discharge side
- d) Plant-side inlet strainer, isolation valve, and drain valve installed
- e) Building-side temperature and pressure gauges installed on inlet and discharge side
- f) Building-side inlet strainer and isolation valve installed
- g) Building-side outlet drain valve installed
- h) Building-side outlet motorized control valve installed and wired
- i) Building-side balancing valve and isolation valve installed
- j) Piping is insulated
- k) Equipment identification installed
- I) Pipe identification completed
- m) Valve Tags installed

- n) All Gauges and Thermometers installed
- Automatic Temperature Controls installed, functioning, and reporting to the BAS, including all associated sensors
- 4) In-Line Pump and Split-Case Pump
  - a) Manufacturer start-up completed and report submitted
  - b) Inlet and discharge shutoff isolation valves installed
  - c) Discharge check valve installed
  - d) Inlet and discharge Flexible pipe connectors installed
  - e) Pump installed on support base with a stand leg supporting the suction diffuser
  - f) Hose end drain valve installed at suction diffuser
  - g) Construction strainer removed
  - h) Common pressure gauge installed and connected to the inlet, before discharge, and after discharge.
  - i) Piping unions and flanges installed.
  - i) Piping is insulated
  - k) Equipment identification installed
  - I) Pipe identification completed
  - m) Valve Tags installed
  - n) All Gauges and Thermometers installed
  - Automatic Temperature Controls installed, functioning, and reporting to the BAS, including all associated sensors
- g. CM is responsible to schedule and provide all necessary time and personnel to achieve the "mock-up" installations. CM will coordinate this effort with the CA and Owners Representative for acceptance.
- 2. Functional performance testing and verification may be achieved by manual testing (persons manipulate the equipment and observe performance) or by monitoring the performance and analyzing the results using the control system's graphic trend log capabilities.
- 3. Tests shall be performed using design conditions whenever possible and where required.
- 4. Set-up:
  - a. Each function and test shall be performed under conditions that simulate actual conditions to the closest practical approximation.
  - b. The Contractor executing the test shall provide all necessary materials, system modifications, etc. to produce the flows, pressures, temperatures, etc. necessary to execute the test under specified conditions.
  - c. At completion of the test, the Contractor shall return all affected building equipment and systems to their pre-test condition.
  - d. Functional performance testing will commence as systems are brought to substantial completion and will be done on a system-by-system basis. The results of these tests will be documented and submitted to the Owner for final system acceptance. The Commissioning Authority shall attain this objective by developing individual systems testing protocols which, when implemented by the trade Contractor, will allow the Commissioning Authority to observe, evaluate, identify deficiencies, recommend modifications, adjust, and document the systems and systems equipment performance over a range of load and functional levels. Functional performance testing as a minimum will be performed on the following systems:
- 5. Hydronic Systems:
  - a. The Testing and Balancing Contractor shall demonstrate total water flows at each pump, air handler, chiller and terminal heating equipment.
  - b. Spot checks of hydronic terminals shall be made. The CxA shall select terminals and the balancer shall demonstrate a reading at the equipment via the flow control device or by using an ultrasonic device.

- c. Discrepancies between the balancing report and actual testing results shall be dealt with to correct all deficiencies. In the event that significant deficiencies are detected, the entire balancing procedure shall be repeated.
- Assist in verifying the calibration and operation of any flow meters and differential pressure sensors.
- e. Assist in verifying the calibration and operation of any temperature sensors.
- Any balancing related problems identified during the functional testing procedures shall be addressed and corrected.

# 6. Exhaust Systems:

- a. The Testing and Balancing Contractor (TAB) shall demonstrate total airflow at each exhaust fan system.
- b. Spot checks of air outlets shall be made. The Commissioning Authority shall select outlets and the air balancer shall demonstrate a reading of that outlet.
- c. The Testing and Balancing Contractor (TAB) shall demonstrate proper room static pressure with respect to the adjacent space(s).
- d. Observe motor HP draw at selected fan motors.
- e. Discrepancies between the balancing report and spot check results shall be dealt with to correct all deficiencies. In the event that significant deficiencies are detected, the entire balancing procedure shall be repeated.
- f. Any noted drafts or noisy air distribution devices shall be evaluated and corrective action taken.
- g. Any balancing related problems identified during the functional testing procedures shall be addressed and corrected.

# 7. Automatic Temperature Controls (ATC):

- a. ATC Contractor shall demonstrate the proper operation of the temperature control sequences for each air handling systems, variable air volume boxes, boilers, chillers, pumps, exhaust and terminal heating/cooling equipment as listed in 1.11 of this Section.
- b. ATC Contractor shall demonstrate the proper sequences as they apply to the equipment listed in 1.11 of this Section: This includes but not limited to the following:
  - 1) Occupied/unoccupied time sequences.
  - 2) Night setback/night set-up features.
  - 3) Morning warm-up sequences.
  - 4) Airside economizers.
  - 5) Proper control of condensing boilers and associated equipment such as air separator, boiler feed pumps, condensing economizer system and combustion air.
  - 6) Proper control of discharge air temperature from any air handling equipment including reset temperature sequences.
  - Heating hot water discharge temperature control to the building systems including hot water reset.
  - 8) Proper staging and control of the heat exchangers.
  - 9) Lead/lag operation of the various pumps.
  - 10) Control of any hot water freeze pumps.
  - 11) Proper control and discharge temperatures from the reheat coils.
  - 12) Operation and control of any fan coils or unit heaters.
  - 13) Proper operation and control of the chilled and condenser water systems.
  - 14) Operation of pumps.
  - 15) Proper operation and control of any energy recovery systems.
  - 16) Proper control of the exhaust fans
  - 17) Proper annunciation of building alarms including fail-safe controls and proper shut down of equipment.
  - 18) Proper control of any air handling equipment with respect to air volume.
  - 19) Calibration of all temperature pressure and safety devices.

- 20) Proper display of all ATC graphics.
- 21) Control of all automatic control valves and dampers.
- 22) Assist in calibration of any airflow stations.

# 8. Electrical Systems:

a. Verify proper operation of variable frequency drive systems.

## 9. Coordination and Scheduling:

- a. Scheduling is the responsibility of the Contractor. Commissioning activities shall be scheduled through the Contractor. The Contractor shall be responsible for integrating functional performance testing and commissioning requirements into the master activity schedule.
- b. The subcontractors shall provide sufficient notice to the CxA regarding their completion schedule for the construction checklists and start-up of all equipment and systems. The CxA shall direct, witness and document the functional testing of all equipment and systems.
- c. Subcontractors are responsible for execution of all tests.
- d. Functional testing is conducted after construction checklists and start-up has been satisfactorily completed. The control system is sufficiently tested and approved by the CxA before it is used for TAB or to verify performance of other components or systems.
- e. The Contractor shall verify completeness of the building envelope, perimeter and interior items that affect proper operation and control of HVAC, Plumbing, Fire Protection and electrical equipment and systems.
- f. The air and water balancing is completed and debugged before functional testing of air and water related equipment or systems.
- g. Testing proceeds from components to subsystems to systems.
- h. When the proper performance of all interacting individual systems has been achieved, the interface or a coordinated response between systems is checked.

# 10. Problem Solving:

a. The CxA will recommend solutions to problems found, however the burden of responsibilities to solve, correct and retest problems rests with the Contractor, Subcontractor, and Engineering Professionals.

# 11. Trend Logs:

- a. Upon completion of successful functional performance testing, contractor shall submit graphic trend logs to CxA.
- b. Submit graphic trend log for each piece of controlled equipment for each controlled parameter.
- c. Trend logs shall demonstrate successful performance for a seven-day period unless the controlled process requires a longer timeline.
- d. Trend log color printouts shall be submitted demonstrating successful seasonal performance.
- e. Trend logs shall be color graphic with legend submitted to the CxA in printout.

# 3.4 SEASONAL/DEFFERRED TESTING

A. The purpose of (opposite) seasonal functional testing is to evaluate the performance of selected equipment during design weather conditions that may not have been available during the initial functional testing. Ideally, cooling equipment needs to be functionally tested under hot, humid summer conditions to ensure proper operation in accordance with design specifications. The same is true for heating equipment and systems, which require colder, winter climates.

- B. The functional testing performed during seasonal testing will adhere to the guidelines listed above in item 3.03 in this section.
- C. Any deficiencies will be documented and submitted to the Contractor and correction of these items will be the responsibility of the respective Subcontractors.

## 3.5 DOCUMENTATION, NON-COMFORMANCE AND APPROVAL OF TESTS

#### A. Documentation:

- 1. The CxA will witness and document the results of functional performance tests using the specific procedural forms developed for that purpose.
- 2. Reports will include measured data, data sheets and a comprehensive summary describing the operation of systems at the time of testing.
- 3. Data sheets for each controller verifying proper operation of the control system, the system it serves, the service it provides and its location will be provided.

#### B. Non-Conformance:

- 1. The CxA will record the results of the functional testing on the procedure or test form.
- 2. Corrections of minor deficiencies identified may be made during the tests at the discretion of the CxA. In such cases, the deficiency and resolution will be documented on the procedure form.
- 3. Every effort will be made to expedite the testing process and minimize unnecessary delays, while not compromising the integrity of the procedures. However, the CxA will not be pressured into overlooking deficient work or loosening acceptance criteria to satisfy scheduling or cost issues, unless there is an overriding reason to do so at the request of the Owner.
- 4. Should a deficiency be identified during checkout, start-up or testing, the CxA will discuss the issue with the responsible subcontractor. When there is no dispute on the deficiency and the subcontractor accepts responsibility to correct it.
  - a. The CxA documents the deficiency and the subcontractor's response and intentions and they go on to another test or sequence.
  - b. After a system performance testing is complete, the CxA submits the noncompliance issues on the internet portal.
- 5. If there is a dispute about a deficiency, regarding whether it is a deficiency or who is responsible:
  - a. The deficiency shall be documented on the BVH portal with the subcontractor's response and the item shall be tagged for the Engineer to review and comment for resolution.
- 6. Resolutions are made at the lowest management level possible. Other parties are brought into the discussions as needed. Final interpretive authority is with the Owner.
- 7. The CxA documents the resolution process.
- Once the interpretation and resolution have been decided, the appropriate party corrects the deficiency. The CxA reschedules the test and the test is repeated until satisfactory performance is achieved.
- 9. If it is determined that the system is constructed according to the Contract Documents, Owner will decide whether modifications required to bring the performance of the system to the OPR and BoD documents shall be implemented or if tests will be accepted as submitted. If corrective Work is performed, Owner will decide if tests shall be repeated and a revised report submitted.
- 10. Cost of Retesting.
  - a. The cost for the subcontractor to re-perform a construction checkout or functional test, if they are responsible for the deficiency, shall be theirs. If they are not responsible, any cost recovery for retesting costs proposed shall be negotiated with the appropriate party.

- b. The time for the CxA to direct any retesting required because a specific construction checklist or start-up test item, reported to have been successfully completed, but determined during functional testing to be fault, will be negotiated with the appropriate party, who may choose to recover costs from the party responsible for executing the faulty test.
- c. Failure Due to Manufacturer Defect:
  - If 10% or three, whichever is greater, of identical pieces (size alone does not constitute a difference) of equipment fail to perform to the Contract Documents (mechanically or substantively) due to manufacturing defect, not allowing it to meet its submitted performance spec, all identical units may be considered unacceptable by the CxA. In such case, the subcontractor shall provide the following:
    - Within one week of notification from the Contractor, the subcontractor or manufacturer's representative shall examine all other identical units making a record of the findings.
    - b) The findings shall be provided by the CxA within two weeks of the original notice
    - c) Within two weeks of the original notification, the Contractor, subcontractor or manufacturer shall provide a signed and dated, written explanation of the problem, cause of failures, etc. and all proposed solutions, which shall include full equipment submittals.
  - 2) The proposed solutions shall significantly exceed the specification requirements of the original installation.
  - 3) The Owner and Design Team will determine whether a replacement of all identical units or a repair is acceptable.
  - 4) Two examples of the proposed solution will be installed by the subcontractor and the subcontractor will be allowed to test the installations for up to one week, upon which the Owner and Design Team will decide whether to accept the solution.
  - 5) Upon Acceptance, the Contractor and/or manufacturer shall replace or repair all identical items, at their expense and extend the warranty accordingly, if the original equipment warranty had begun. The replacement/repair work shall proceed with reasonable speed beginning within one week from when parts can be obtained.
    - Approval: The CxA notes each satisfactorily demonstrated function on the test form. The CxA recommends acceptance of each test using a standard form.
    - b) Deferred Testing:
      - (1) If tests cannot be completed because of a deficiency outside the scope of the subcontractor responsible for installation of the System to be Commissioned, the deficiency shall be documented and reported. Deficiencies shall be resolved and corrected by appropriate parties and test rescheduled.
      - (2) If the testing plan indicates specific seasonal testing, appropriate initial performance tests shall be completed, documented, and additional tests scheduled.

# 3.6 OPERATION AND MAINTENANCE TRAINING REQUIREMENTS

- A. The Contractor shall be responsible for coordination, scheduling and completing operations and maintenance training for the Owners designated personnel on all Systems to be Commissioned.
  - 1. Training materials shall be submitted for review and approval of the CxA well in advance of training.
  - 2. Trainer qualifications and certifications shall be submitted for review and approval of the CxA well in advance of training.

- 3. Each subcontractor responsible for training will submit a written training plan to the CxA for review and approval prior to training. The plan will include field orientation during installation, classroom instruction and field training after the completion of installation and cover the following elements:
  - Equipment (included in training)
  - b. Intended audience
  - c. Location of training
  - d. Objectives
  - e. Subjects covered (description, duration of discussion, special methods, etc.)
  - f. Duration of training on each subject.
  - g. Instructor for each subject
  - h. Methods (classroom lecture, video, site walk-through, actual operational demonstrations, written handouts, etc.)
  - i. Instructor and qualifications
- 4. For the primary equipment, the Controls subcontractor shall provide a short discussion of the control of the equipment during the mechanical or electrical training conducted by others.
- 5. Subcontractors shall provide all qualified personnel, including manufacturer representatives, for equipment and system training.
- 6. Video recording of the training sessions shall be provided by Contractor. The Contractor shall provide the CA, with video disks cataloged by Contractor, and added to the O&M manuals.
- B. The CxA will verify and approve the content and adequacy of the training of Owner personnel for systems to be commissioned.
  - 1. Training rigor: to be established by Owner & CxA
  - 2. In addition to these general requirements, the specific training requirements for Owner personnel are specified in Division 01.
- C. Training Planning Meeting: Before operation and maintenance training, CxA shall convene a training planning meeting to include Owner's operation and maintenance personnel, each Contractor, and subcontractors. In addition to requirements specified in other Divisions, perform the following:
  - 1. Review the OPR and BoD.
    - a. Review installed systems, subsystems, and equipment.
    - b. Review instructor qualifications
    - c. Review instructional methods and procedures.
    - d. Review training module outlines and contents.
    - e. Review course materials (including operation and maintenance manuals.
    - f. Verify and discuss locations and other facilities required for instruction.
    - g. Review and finalize training schedule and verify availability of educational materials, instructors, audiovisual equipment, and facilities needed to avoid delays.
    - h. For instruction that must occur outside, review weather and forecasted weather conditions and procedures to follow if conditions are unfavorable.

## 3.7 EXCLUSIONS

- A. The Commissioning Authority is not responsible for construction means, methods, coordination between trades, job safety or any other related management function on the job site.
- B. The Contractor and Subcontractors will provide all technician services requiring tools or the use of tools to functionally test, adjust or otherwise bring equipment into an operational state. It is required by this specification that the person to represent the automated temperature control system shall be the person

# SECTION 01 91 00 BUILDING COMMISSIONING REQUIREMENTS

**PAGE 22 OF 22** 

who wrote the control programming. The CxA shall observe technicians as they complete testing, and may make minor adjustments, but shall not perform construction or technician services.

END OF SECTION 019100 03/23/2018

## SECTION 024119 - SELECTIVE DEMOLITION

#### 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:

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

# B. Related Requirements:

- 1. Section 011100 "Summary" for restrictions on use of the premises, Owner-occupancy requirements, and phasing requirements.
- 2. Section 017329 "Cutting and Patching" for cutting and patching procedures.
- 3. Section 013516 "Alteration Project Procedures" for general protection and work procedures for alteration projects.

# 1.3 DEFINITIONS

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

# 1.4 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 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For refrigerant recovery technician.
- B. Engineering Survey: Submit engineering survey of condition of building.
- C. 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.
- D. Schedule of Selective Demolition Activities: Indicate the following:
  - Detailed sequence of selective demolition and removal work, with starting and ending dates for each activity. Ensure Owner's building manager's and other tenants' 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. Coordination of Owner's continuing occupancy of portions of existing building and of Owner's partial occupancy of completed Work.
- E. Predemolition Photographs or Video: Show existing conditions of adjoining construction, including finish surfaces, that might be misconstrued as damage caused by demolition operations. Comply with Section 013233 "Photographic Documentation." Submit before Work begins.
- F. Statement of Refrigerant and Lithium Bromide Solution Recovery: Signed by refrigerant/solution recovery technician responsible for recovering refrigerant/solution, stating that all refrigerant that was present was recovered and that recovery was performed according to EPA regulations. Include name and address of technician and date refrigerant/solution was recovered.
- G. Warranties: Documentation indicating that existing warranties are still in effect after completion of selective demolition.

## 1.6 CLOSEOUT SUBMITTALS

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

# 1.7 QUALITY ASSURANCE

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

# 1.8 FIELD 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.
- 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: Present in buildings and structures to be selectively demolished. A report on the presence of hazardous materials is on file for review and use. Examine report to become aware of locations where hazardous materials are present.
  - 1. Hazardous material remediation is specified elsewhere in the Contract Documents.
  - 2. Do not disturb hazardous materials or items suspected of containing hazardous materials except under procedures specified elsewhere in the Contract Documents.
  - Owner will provide material safety data sheets for suspected hazardous materials that are known to be present in buildings and structures to be selectively demolished because of building operations or processes performed there.
- E. Storage or sale of removed items or materials on-site is not permitted.
- F. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.
  - 1. Maintain fire-protection facilities in service during selective demolition operations.

## 1.9 WARRANTY

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

# 1.10 COORDINATION

A. Arrange selective demolition schedule so as not to interfere with Owner's operations.

## PART 2 - PRODUCTS

## 2.1 PERFORMANCE REQUIREMENTS

- A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.
- B. Standards: Comply with ASSE A10.6 and NFPA 241.

## PART 3 - EXECUTION

# 3.1 EXAMINATION

A. Verify that utilities have been disconnected and capped before starting selective demolition operations.

- B. Review Project Record Documents of existing construction or other existing condition and hazardous material information provided by Owner. Owner does not guarantee that existing conditions are same as those indicated in Project Record Documents.
- C. Engage a professional engineer to perform an engineering survey of 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 building demolition operations.
  - Perform surveys as the Work progresses to detect hazards resulting from selective demolition activities.
- D. Steel Tendons: Locate tensioned steel tendons and include recommendations for de-tensioning.
- E. Verify that hazardous materials have been remediated before proceeding with building demolition operations.
- F. Survey of Existing Conditions: Record existing conditions by use of measured drawings and preconstruction photographs or video and templates.
  - 1. Inventory and record the condition of items to be removed and salvaged. Provide photographs or video of conditions that might be misconstrued as damage caused by salvage operations.
  - 2. 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 PREPARATION

A. Refrigerant / Lithium Bromide Solution: Before starting demolition, remove refrigerant/solution from mechanical equipment according to 40 CFR 82 and regulations of authorities having jurisdiction.

# 3.3 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

- A. Existing Services/Systems to Remain: Maintain services/systems indicated to remain and protect them against damage.
- B. Existing Services/Systems to Be Removed, Relocated, or Abandoned: Locate, identify, disconnect, and seal or cap off utility services and mechanical/electrical systems serving areas to be selectively demolished.
  - 1. Owner will arrange to shut off indicated services/systems when requested by Contractor.
  - 2. Arrange to shut off utilities with utility companies.
  - 3. If services/systems are required to be removed, relocated, or abandoned, provide temporary services/systems that bypass area of selective demolition and that maintain continuity of services/systems to other parts of building.
  - 4. Disconnect, demolish, and remove fire-suppression systems, plumbing, and HVAC systems, equipment, and components indicated on Drawings to be removed.
    - a. Piping to Be Removed: Remove portion of piping indicated to be removed and cap or plug remaining piping with same or compatible piping material.
    - b. Piping to Be Abandoned in Place: Drain piping and cap or plug piping with same or compatible piping material and leave in place.
    - c. Equipment to Be Removed: Disconnect and cap services and remove equipment.
    - d. Equipment to Be Removed and Reinstalled: Disconnect and cap services and remove, clean, and store equipment; when appropriate, reinstall, reconnect, and make equipment operational.

- e. Equipment to Be Removed and Salvaged: Disconnect and cap services and remove equipment and deliver to Owner.
- f. Ducts to Be Removed: Remove portion of ducts indicated to be removed and plug remaining ducts with same or compatible ductwork material.
- g. Ducts to Be Abandoned in Place: Cap or plug ducts with same or compatible ductwork material and leave in place.

## 3.4 PROTECTION

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

## 3.5 SELECTIVE DEMOLITION, GENERAL

- 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:
  - 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.
  - Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting
    methods least likely to damage construction to remain or adjoining construction. Use hand tools or
    small power tools designed for sawing or grinding, not hammering and chopping. Temporarily cover
    openings to remain.
  - 3. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
  - 4. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain portable fire-suppression devices during flame-cutting operations.
  - 5. Maintain fire watch during and for at least two hours after flame-cutting operations.
  - 6. Maintain adequate ventilation when using cutting torches.
  - 7. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.
  - 8. Remove structural framing members and lower to ground by method suitable to avoid free fall and to prevent ground impact or dust generation.

- 9. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
- 10. Dispose of demolished items and materials promptly. Comply with requirements in Section 017419 "Construction Waste Management and Disposal."
- B. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
- C. Removed and Salvaged Items:
  - 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 designated by Owner.
  - 5. Protect items from damage during transport and storage.
- D. Removed and Reinstalled Items:
  - 1. Clean and repair items to functional condition adequate for intended reuse.
  - 2. Pack or crate items after cleaning and repairing. Identify contents of containers.
  - 3. Protect items from damage during transport and storage.
  - 4. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make item functional for use indicated.
- E. 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.

# 3.6 SELECTIVE DEMOLITION PROCEDURES FOR SPECIFIC MATERIALS

- A. Concrete: Demolish in small sections. Using power-driven saw, cut concrete to a depth of at least 3/4 inch at junctures with construction to remain. Dislodge concrete from reinforcement at perimeter of areas being demolished, cut reinforcement, and then remove remainder of concrete. Neatly trim openings to dimensions indicated.
- B. Concrete: Demolish in sections. Cut concrete full depth at junctures with construction to remain and at regular intervals using power-driven saw, and then remove concrete between saw cuts.
- C. Masonry: Demolish in small sections. Cut masonry at junctures with construction to remain, using power-driven saw, and then remove masonry between saw cuts.
- D. Concrete Slabs-on-Grade: Saw-cut perimeter of area to be demolished, and then break up and remove.
- E. Resilient Floor Coverings: Remove floor coverings and adhesive according to recommendations in RFCl's "Recommended Work Practices for the Removal of Resilient Floor Coverings." Do not use methods requiring solvent-based adhesive strippers.
- F. Asbestos Containing Materials (ACM): It is known from existing surveys/reports that certain areas have asbestos containing materials.
  - 1. Gaskets at flanged joints within the high temperature hot water (HTHW) piping: The Contractor shall be responsible for removing sections of pipe cut within 24 inches of the joint, leaving the flanged joint intact. These sections of pipe at the pipe flanges containing ACM gaskets, shall be

transported by the Contractor to the on-campus ACM location indicated on the drawings, and deposited in a container. The State's abatement contractor will be responsible to provide the container, and properly abate and/or dispose of the pipe section with ACM gaskets. Sections of piping that do not contain gasketed flanges shall remain the responsibility of this Contract for proper removal and disposal.

- 2. Rope Gaskets in existing HTHW boilers: Contractor is responsible for abatement.
- 3. Tan-colored duct sealing putty (found only in Fine Arts Building): Contractor is responsible for abatement, if this ductwork is impacted.
- 4. Pipe penetration firestopping at first and second floor pipe tunnels: Contractor shall identify existing firestopping material that needs to be removed in order to proceed with the work. The State's abatement contractor shall remove and dispose of the ACM firestopping, before the Contractor may proceed with demolition or modification at that location.
- 5. Loose fill insulation in select concrete masonry walls Vermiculite: The existing block tunnel walls between the central plant and the tunnel, and also between the parking garage and the tunnel, at both first and second floors, have vermiculite fill. For penetrations that need to be made through these block walls, the Contractor shall mark the size and location of openings required, and the State's abatement contractor will make the opening and abate the vermiculite in the vicinity. The Contractor shall then be responsible for installing the piping and sealing/firestopping of the opening around the pipe or sleeve.

#### 3.7 DISPOSAL OF DEMOLISHED MATERIALS

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

# 3.8 CLEANING

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

END OF SECTION 024119

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## **PART 1 - GENERAL**

### 1.1 SCOPE

- A. The work specified herein shall include the abatement of asbestos-containing materials by persons who are knowledgeable, qualified, and trained in the removal, treatment, handling, and disposal of asbestos-containing material, and the subsequent cleaning of the affected environment. The Contractor shall have a Competent Person in control on the job site at all times and an Asbestos Abatement Site Supervisor during asbestos abatement work. This person must comply with applicable Federal, State and Local regulations that mandate work practices, and be capable of performing the work of this contract.
- B. The Asbestos Contractor shall be licensed by the State of Connecticut in accordance with State of Connecticut Regulations, Sections 20-440-1 through 9 and 20-441. Should any portion of the work be subcontracted, the subcontractor must also be licensed in accordance with these regulations. Site supervisors and workers shall be certified in accordance with Sections 20-437 and 20-438 of the Connecticut General Statutes and Section 20-440-5 of the Regulations of Connecticut State Agencies. The licensing and certification requirements are available from the Environmental Health Services Division, Department of Public Health, 410 Capitol Avenue, P.O. Box 340308, Hartford, CT 06134-0308.
- C. The Owner will retain the services of a Project Monitor for protection of its interests and those using the building. Abatement monitoring will be conducted as deemed necessary.
- D. Restore all work areas and auxiliary areas utilized during abatement to conditions equal to or better than original. Any damage caused during the performance of abatement activities shall be repaired by the Contractor (e.g., paint peeled off by barrier tape, nail holes, water damage, removal of ceiling tiles or concrete blocks, broken glass, etc.) at no additional expense to the Owner. The Contractor is responsible for protecting all objects in work areas that are permanent fixtures or too large to remove.
- E. The Contractor shall be responsible for the following general requirements:
  - 1. Obtain all approvals and permits, and submit all notifications required.
  - 2. Provide, erect, and maintain all planking, bracing, shoring, barricades, and warning signs.
  - 3. Unless otherwise specified, all equipment, fixtures, piping and debris resulting from demolition shall become the property of the Contractor and shall be removed from the premises.
  - 4. Materials to be reused shall be removed with the utmost care to prevent damage of any kind. All material to be reused shall be stored as directed. The Contractor shall coordinate with the Owner as to the storage location.
  - 5. Materials not scheduled for reuse shall be removed from the site and disposed of in accordance with all applicable Federal, State and Local requirements.
  - 6. Provide OSHA required personal monitoring to ensure adequate respiratory protection for each worker.
- F. Work of this section is to be coordinated with Section 02 41 19 SELECTIVE DEMOLITION.

# 1.2 DESCRIPTION OF WORK

- A. The Contractor shall supply all labor, materials, equipment, services, insurance (with specific coverage for work on asbestos), and incidentals which are necessary or required to perform the work in accordance with applicable governmental regulations and these specifications.
- B. The results of laboratory analysis indicate asbestos-containing material (ACM) is present throughout the building. A complete listing of all suspect materials sampled, results of testing is documented in attached asbestos inspection reports.
- C. The scope of work includes the removal of ACM prior to building renovation. Coordinate locations and identity of building components or materials to be removed under this section with other sections of the Project Manual and the contract drawings.

- D. Building inspections have found the following materials to be ACM:
  - a. Rope Gaskets Boilers
  - b. Duct Gasket Putty Tan
  - c. Flange Pipe Gaskets High Temperature Hot Water System
  - d. Pipe Penetration Sealant
  - e. Loose Fill Insulation Vermiculite

## 1.3 DEFINITIONS

- A. Accessible A space easily accessed, and which can be entered or seen without demolition.
- B. Agency The authoritative force, usually at the state level, or their representative.
- C. ASHERA Asbestos School Hazard Emergency Response Act U. S. EPA regulation 40 CFR Part 763 under Section 203 of Title II of the Toxic Substances Control Act (TSCA), 15 U.S.C. 2643. This rule mandates inspections, accreditation of persons involved with asbestos, and final air clearances following abatement in public and private schools, and public and commercial buildings.
- D. Alternative Work Practice (AWP) State of Connecticut Department of Public Health approved deviation from Asbestos Standards (Sections 19a-332a-1 to 19a-332a-16 inclusive). Alternative Work Practice methods may be used if pre-approved by DPH or with the approval of DPH, the Design Consultant and State's Project Monitor when not pre-approved. Pre-approved Alternative Work Practice methods are included in Appendix A of this specification. Approval of alternative work practice procedures shall not relieve the Contractor from any codes, regulations or standards required by this specification.
- E. Asbestos Abatement Site Supervisor Any individual who is employed or engaged by an asbestos contractor to supervise an asbestos abatement project.
- F. Asbestos-Containing Waste Materials Mill tailings or any waste that contains commercial asbestos and is generated by a source subject to the provisions of this subpart. This term includes filters from control devices, friable asbestos waste material, and bags or other similar packaging contaminated with commercial asbestos. As applied to demolition and renovations operations, this term also includes regulated asbestos-containing material waste and materials contaminated with asbestos including disposable equipment and clothing.
- G. Asbestos Control Area An area where asbestos abatement operations are performed which is isolated by physical boundaries, which assist in the prevention of the uncontrolled release of asbestos dust, fibers, or debris. Two examples of an Asbestos Control Area are a "full containment" and a "glove-bag."
- H. Authorized Asbestos Disposal Facility A location approved by the Connecticut Department of Energy and Environmental Protection for handling and disposing of asbestos waste or by an equivalent regulatory agency if the material is disposed of outside the State of Connecticut.
- I. Category I Non-Friable Asbestos-Containing Material (ACM) Asbestos-containing packing, gaskets, resilient floor coverings and asphalt roofing products containing more than 1 percent asbestos as determined using the method specified in Appendix A, subpart F, 40 CFR part 763, section 1, Polarized Light Microscopy.
- J. Category II Non-Friable ACM Any material, excluding Category I non-friable ACM, containing more than 1 percent asbestos as determined using the method specified in Appendix A, subpart F, 40 CFR part 763, section 1, Polarized Light Microscopy that when dry, cannot be crumbled, pulverized, or reduced to powder by hand pressure.
- K. Class I Asbestos Work Activities involving the removal of TSI and surfacing ACM and PACM.
- L. Class II Asbestos Work Activities involving the removal of ACM, which is not thermal system insulation or surfacing material. This includes, but is not limited to the removal of asbestos-containing wallboard, floor tile and sheeting, roofing and siding shingles, and construction mastic.

- M. Class III Asbestos Work Repair and maintenance operations, where ACM, including thermal system and surfacing material, is likely to be disturbed.
- N. Class IV Asbestos Work Maintenance and custodial activities during which employees contact ACM and PACM and activities to clean up waste and debris containing ACM and PACM.
- O. Competent Person In addition to the definition in 29 CFR 1926.32(f), one who is capable of identifying existing asbestos hazards in the work place and selecting the appropriate control strategy for asbestos exposure, who has the authority to take prompt corrective measures to eliminate them, as specified in 29 CFR 1926.32(f): in addition for Class I and Class II work who is specially trained in a training course which meet the criteria of 40 CFR 763 (Appendix C to Subpart E Asbestos Model Accreditation Plan).
- P. Concealed Space Space, which is out of sight. Examples of a concealed space include area above hard ceilings; below floors; between double walls; furred-in areas; pipe and duct shafts; and similar spaces which cannot be examined without invasive removal of building components or disturbance of finishes.
- Q. Critical Barrier A layer of six (6) mil polyethylene sheeting taped securely over windows, doorways, diffusers, grilles and any other openings between the Work Area and uncontaminated areas outside of the Work Area, including the outside of the building.
- R. Demolition The wrecking or taking out of any load-supporting structural member of a facility together with any related handling operations or the intentional burning of any facility.
- S. DEEP The Connecticut Department of Energy and Environmental Protection, 79 Elm Street, Hartford, CT 06106.
- T. DPH The Connecticut Department of Public Health, 410 Capitol Avenue, P.O. Box 340308, Hartford, CT 06134-0308.
- U. Differential Pressure A difference in the static air pressure between the Work Area and occupied areas, and is developed by the use of HEPA filtered exhaust fans. This differential is generally in the range of 0.02 to 0.04 inches of water column.
- V. Encapsulation The treatment of asbestos-containing materials to prevent the release of fibers as the encapsulant creates a membrane over the surface (bridging encapsulant) or penetrates the material and binds its components together (penetrating encapsulant).
- W. Engineering Controls Controls to include, but not be limited to, pressure differential equipment, decontamination enclosures, critical barriers and related procedures.
- X. Equipment Decontamination Enclosure System The portion of a Decontamination Enclosure System designed for controlled transfer of materials and equipment into or out of the Work Area, typically consisting of a Washroom and a Holding Area.
- Y. Exposed Open to view.
- Z. Fiber A particulate form of asbestos five microns or longer, with a length-to-diameter ratio of at least 3 to
- AA. Finished Space Space used for habitation or occupancy where rough surfaces are plastered, paneled or otherwise treated to provide a pleasing appearance.
- BB. Fixed Critical Barrier Barrier constructed of 2" x 4" wood or metal framing 16" O.C., with 1/2" plywood on the occupied side and two layers of six (6) mil polyethylene sheeting on the Work Area side to prevent unauthorized access or air flow.
- CC. Fixed Object A piece of equipment or furniture in the Work Area, which cannot be removed from the Work Area, as, determined by the State.

- DD. Friable Asbestos-Containing Material (ACM) Material containing more than one percent asbestos which has been applied on ceilings, walls, structural members, piping, duct work, or any other part of a building, which when dry may be crumbled, pulverized or reduced to powder by hand pressure. The term includes non-friable asbestos-containing material after such previously non-friable material becomes damaged to the extent that when dry it may be crumbled, pulverized or reduced to powder by hand pressure.
- EE. Friable Asbestos-Containing Building Material (ACBM) Any friable ACM that is in or on interior structural members or other parts of a school or public or commercial building.
- FF. Glove-Bag Technique A method with limited applications for removing small amounts of friable asbestos-containing material from HVAC ducts, short piping runs, valves, joints, elbows, and other non-planar surfaces in a non-contaminated work area. Information on glove-bag installation, equipment and supplies, and work practices is contained in 29 CFR 1926.1101. The glove-bag assembly is a manufactured or fabricated device consisting of a glove-bag (typically constructed of six (6) mil polyethylene or polyvinyl chloride plastic), two inward projecting long sleeves, an internal tool pouch, and an attached, labeled receptacle for asbestos waste. The glove-bag is constructed and installed in such a manner that it surrounds the object or material to be removed and contains all asbestos fibers released during the process. This technique requires AWP application and may only be used if pre-approved by DPH or with the approval of the Design Consultant, State's Project Monitor and DPH when not pre-approved.
- GG. HEPA Filter Equipment High-efficiency particulate air (HEPA) filtered vacuum and/or exhaust ventilation equipment with a filter system capable of trapping and retaining asbestos fibers. Filters shall be of 99.97 percent efficiency for retaining fibers of 0.3 microns in diameter or larger.
- HH. Inaccessible A space not accessible, and which cannot be entered or seen without demolition.
- II. Inspection An activity undertaken in a school building, or a public or commercial building, to determine the presence or location, or to assess the condition of, friable or non-friable ACBM or suspected ACBM, whether by visual or physical examination, or by collecting samples of such materials.
- JJ. Lock-down The procedure of spraying polyethylene sheeting and building materials with an encapsulant type sealant to seal in non-visible asbestos-containing residue.
- KK. Major Fiber Release Episode Any uncontrolled or unintentional disturbance of ACBM, resulting in a visible emission, which involves the falling or dislodging of more than 3 square or 3 linear feet of friable ACBM.
- LL. Mini-Containment A procedure using a single layer of polyethylene sheeting to contain the Work Area. Access to the mini-containment is controlled by an air lock, which also serves as a Holding Area. This procedure requires AWP application and may only be used if pre-approved by DPH or with the approval of the Design Consultant, State's Project Monitor and DPH when not pre-approved.
- MM. Minor Fiber Release Episode Any uncontrolled or unintentional disturbance of ACBM, resulting in a visible emission, which involves the falling or dislodging of 3 square or linear feet or less of friable ACBM.
- NN. Movable Object A piece of equipment or furniture in the Work Area, which can be removed from the Work Area, as, determined by the State.
- OO. Negative Initial Exposure Assessment A demonstration by the employer which complies with the criteria in 29 CFR 1926.1101(f)(2)(iii) that employee exposure during an operation is expected to be consistently below the PEL.
- PP. Non-Friable Asbestos-Containing Material Material containing more than 1 percent asbestos as determined using the method specified in Appendix A, subpart F, 40 CFR Part 763, section 1, Polarized Light Microscopy that when dry cannot be crumbled, pulverized or reduced to powder by hand pressure.
- QQ. Owner or Operator of a Demolition or Renovation Activity Any person who owns, leases, operates, controls or supervises the facility being demolished or renovated or any person who owns, leases, operates, controls or supervises the demolition or renovation, or both.

- RR. Permissible Exposure Limits (PELS) (1) Time-weighted Average Limit (TWA). The employer shall ensure that no employee is exposed to an airborne concentration of asbestos in excess of 0.1 fiber per cubic centimeter (f/cc) of air as an eight (8) hour time-weighted average (TWA). (2) Excursion Limit. The employer shall ensure that no employee is exposed to an airborne concentration of asbestos in excess of 1.0 fiber per cubic centimeter of air (1 f/cc) as averaged over a sampling period of thirty (30) minutes.
- SS. Pre-Clean The process of cleaning an area before asbestos abatement activities begin to ensure all dust and debris in the area considered asbestos containing are properly contained and disposed of. This increases the likelihood the area will pass aggressive air sampling clearance requirements after asbestos-containing materials have been removed.
- TT. Presumed Asbestos-Containing Material Thermal system insulation and surfacing material found in buildings constructed no later than 1980. The designation of PACM may be rebutted pursuant to 29 CFR 1926.1101 paragraph (k)(5).
- UU. Project Monitor The certified and licensed individual contracted or employed by the building owner or contractor to supervise and/or conduct air monitoring and analysis schemes. This individual is responsible for recognition of technical deficiencies in procedures during both planning and on-site phases of an abatement project. Requirements for Project Monitor are defined in the Connecticut Department of Public Health Regulations (Sections 20-440-1 to 20-440-9 and 20-441). In addition to these requirements, this person shall be listed in the American Industrial Hygiene Association's Asbestos Analysts Registry.
- VV. Regulated Area Area established by the employer to demarcate areas where Class I, II and III work is conducted, and any adjoining area where debris and waste from such asbestos work accumulate; a work area within which airborne concentrations of asbestos exceed or there is a reasonable possibility they may exceed the PEL.
- WW. Regulated Asbestos-Containing Material (RACM) (a) Friable asbestos material, (b) Category I non-friable ACM that has become friable, (c) Category I non-friable ACM that will be or has been subjected to sanding, grinding, cutting, or abrading, or (d) Category II non-friable ACM that has a high probability of becoming or has become crumbled, pulverized, or reduced to powder by the forces expected to act on the material in the course of demolition or renovation operations.
- XX. Renovation Altering a facility or one or more facility components in any way, including the stripping or removal of RACM from a facility component. Operations in which load-supporting members are wrecked or taken out are demolition.
- YY. Repair Overhauling, rebuilding, reconstructing or reconditioning of structures or substrates where asbestos, tremolite, anthophyllite or actinolite is present.
- ZZ. Response Action A method including removal, encapsulation, enclosure, repair and operation and maintenance that protect human health and the environment from friable ACBM.
- AAA. Small-Scale, Short Duration (SSSD) Tasks such as but not limited to:
  - Removal of asbestos containing insulation on pipes.
  - 2. Removal of small quantities of asbestos-containing insulation on beams or above ceilings.
  - 3. Replacement of an asbestos-containing gasket on a valve.
  - 4. Installation or removal of a small section of drywall.
  - 5. Installation of electrical conduits through or proximate to asbestos-containing materials.
  - 6. Removal of small quantities of ACM only if required in the performance of another maintenance activity not intended as asbestos abatement.
  - 7. Removal of asbestos containing thermal system insulation not to exceed amounts greater than those which can be contained in a single glove-bag.
  - 8. Minor repairs to damaged thermal system insulation, which do not require removal.
  - 9. Repairs to a piece of asbestos-containing wallboard.
  - 10. Repairs involving encapsulation, enclosure, or removal, to small amounts of friable ACM only if required in the performance of emergency or routine maintenance activity and not intended solely as asbestos abatement. Such work may not exceed amounts greater than those may, which can be contained in a single prefabricated mini-enclosure. Such an enclosure shall conform spatially and geometrically to the localized work area, in order to perform its intended containment function.

- BBB. Spot Repair Any asbestos abatement performed within a facility involving not more than three (3) linear feet or three (3) square feet of asbestos-containing material.
- CCC. Unfinished Space Space used for storage, utilities or work area where appearance is not a factor. Examples of an unfinished space include crawlspace; pipe tunnel and similar spaces.
- DDD. Visible Emissions Any emissions, which are visually detectable without the aid of instruments, coming from RACM or asbestos-containing waste material or from any asbestos milling, manufacturing, or fabricating operation. This does not include condensed, uncombined water vapor.
- EEE. Visible Residue Any debris or dust on surfaces in areas within the Work Area where asbestos abatement has taken place and which is visible to the unaided eye. All visible residue is assumed to contain asbestos.
- FFF. Waste Generator Any owner or operator of a source whose act or process produces asbestos-containing waste material.
- GGG. Waste Shipment Record The shipping document, required to be originated and signed by the waste generator, used to track and substantiate the disposition of asbestos-containing waste material.
- HHH. Wet Cleaning The process of eliminating asbestos contamination from building surfaces and objects by using cloths, mops, or other cleaning tools, which have been dampened with water, and afterwards thoroughly decontaminated or disposed of, as asbestos-contaminated waste.
- III. Work Area Specific area or location where the actual work is being performed or such other area of a facility, which the Commissioner determines, may be hazardous to public health because of such asbestos abatement.
- JJJ. Worker Decontamination Enclosure System The portion of a Decontamination Enclosure System designed for controlled passage of workers and authorized visitors, typically consisting of a Clean Room, a Shower Room and an Equipment Room.

### 1.4 REFERENCES

- A. The current issue of each document shall govern. Where conflict among requirements or with these specifications exists, the more stringent requirements shall apply.
  - 1. Occupational Safety and Health Administration (OSHA)
    - 29 CFR 1910.1001 Asbestos, Tremolite, Anthophyllite, and Actinolite.
    - 29 CFR 1926.21 Safety Training and Education.
    - 29 CFR 1926.32 Definitions.
    - 29 CFR 1926.51 Sanitation.
    - 29 CFR 1926.55 Gases, vapors, fumes, dusts, and mists.
    - 29 CFR 1926.59 Hazard Communication.
    - 29 CFR 1926.62 Lead Exposure in Construction.
    - 29 CFR 1926.200 Accident Prevention Signs and Tags.
    - 29 CFR 1926.417 Lockout and Tagging of Circuits.
    - 29 CFR 1926.1101 Asbestos.
  - 2. Environmental Protection Agency (EPA)
    - 40 CFR 61, Subpart M National Emission Standards for Hazardous Air Pollutants; Asbestos NESHAP Revision; Final Rule.
    - 40 CFR 763, Subpart E Asbestos School Hazard Emergency Response Act (ASHERA).
    - 40 CFR 763, Subpart G Worker Protection Rule.
    - 40 CFR 763, Appendix C to Subpart E Asbestos Model Accreditation Plan (MAP).
  - 3. State of Connecticut, Department of Public Health (DPH)
    - Section 19a-332a-1 through 19a-332a-16 Standards for Asbestos Abatement.
    - $Section\ 19a\hbox{-}332e\hbox{-}1\ through}\ 19a\hbox{-}332a\hbox{-}8-Civil\ Penalties\ for\ Violation\ of\ Asbestos\ Abatement\ Laws.$

Section 20-440-1 through 20-440-9 - Licensure and Training Requirements for Persons Engaged in Asbestos Abatement and Asbestos Consultation Services.

Section 20-441 - Refresher Training.

4. American National Standards Institute (ANSI)

ANSI Z9.2 - Fundamentals Governing the Design and Operation of Local Exhaust Systems.

ANSI Z88.2 - Respiratory Protection.

5. American Society of Testing and Materials (ASTM)

ASTM E 84 - Surface Burning Characteristics of Building Materials.

ASTM E 96 - Water Vapor Transmission of Materials.

ASTM E 119 - Fire Tests of Building and Construction Materials.

ASTM E 736 - Cohesion/Adhesion of Sprayed Fire-Resistive Materials Applied to Structural Members.

ASTM E 1368 - Visual Inspection of Asbestos Abatement Projects.

ASTM E 1494 - Encapsulants for Spray- or Trowel- Applied Friable Asbestos-Containing Building Materials.

6. Underwriters Laboratories, Inc. (UL)

UL 586 - High-Efficiency, Particulate, Air Filter Units.

#### 1.5 DOCUMENTATION

- A. Submit two copies of the following documentation to the Owner to ensure compliance with the applicable regulations. An up to date copy shall be retained at the job site at all times.
- B. Manufacturer's Catalog Data:
  - 1. Local Exhaust Equipment
  - 2. Vacuum Equipment
  - 3. Respirators
  - 4. Pressure Differential Automatic Recording Instrument
  - 5. Surfactant
  - 6. Chemical Encapsulant
  - 7. Polyethylene Sheeting
  - 8. Airless Sprayers
  - 9. Portable Shower Units
  - 10. GHS for All Materials Delivered to the Site
  - 11. Letters of Compatibility for Encapsulants and Over coating Materials

## C. Statements:

- 1. State and Federal Notification
- 2. Worker Medical Certification
- 3. Worker Training Certification
- 4. Worker Respirator Fit Testing
- 5. OSHA Laboratory Certification
- 6. Contractor's Project Monitor Certification
- 7. Landfill Approval
- 8. Safety Plan
- 9. Respirator Protection Plan
  - a. Initial Exposure Assessment
  - b. Copies of all required notifications, approvals and permits for the removal, disposal and transport asbestos-containing or contaminated materials.
  - c. Documentation from a physician certifying that all employees who may be exposed to airborne asbestos in excess of the background level have been provided with an opportunity to be medically monitored to determine whether they are physically capable of working while wearing the respirator required without suffering adverse health effects. In addition, document that personnel have received medical monitoring required in 29 CFR 1926.1101. They shall also be informed of the specific types of respirators the employee shall be required to wear and the work he/she will be required to perform as well as special work place conditions such as high temperature, high humidity and chemical contaminants which to which he/she may be exposed d. Documentation certifying that all employees have received training in the proper handling of
  - d. Documentation certifying that all employees have received training in the proper handling of materials that contain asbestos; understand the health implications and risks involved, including the illnesses possible from exposure to airborne asbestos fibers; understands the use and limits

- of respiratory equipment to be used; and understands the results of monitoring of airborne quantities of asbestos as related to health and respiratory equipment as indicated in 29 CFR 1926.1101 on an initial and annual basis.
- e. Documentation of respiratory fit testing for all employees who must enter the Work Area. This fit testing shall be in accordance with qualitative procedures as detailed in 29 CFR 1926.1101.
- f. Qualifications of the person proposed for air sampling to assure workers are using appropriate respiratory protection in accordance with OSHA Standard 1926.1101. The Project Monitor shall be licensed by Connecticut DPH. Include the name and address of the testing laboratory proposed to perform air monitoring on behalf of the Contractor, along with their NIOSH PAT Program I.D. number.
- g. Establish and supervise in accordance with 29 CFR 1926.21, a program for the education and training of workers in the recognition, avoidance and prevention of unsafe conditions and the regulations applicable to the work environment to control or eliminate any hazards or other exposure to illness or injury. Include any site-specific information to address health and safety procedures unique to this project.
- h. Establish a written Respiratory Protection Plan in accordance with 29 CFR 1910.134. This plan shall establish procedures governing the selection and use of respirators and shall include such information as training in the proper use of respirators; medical examination of workers to determine whether or not they may be assigned an activity where respiratory protection is required; training in proper use and limitations of respirators; respirator fit testing; regular inspection and evaluation of the continued effectiveness of the program; and other elements included in the standard.
- i. Establish a written Hazard Communication Plan in accordance with 29 CFR 1910.1200(e) and 29 CFR 1926.59(e). This plan shall establish procedures describing how the facility will comply with the standard; describe how MSDS's will be obtained and made available for each hazardous chemical used in the work area; describe how information and training will be provided to employees; include a list of all toxic chemicals known to be present in the work place, cross-referenced to the MSDS file; explain how workers will be informed of hazards connected with non-routine tasks such as dealing with accidental spills and leaks; explain how workers will be informed of hazards associated with chemicals contained in unlabeled pipes; and, contain information on how other contract employees will be informed about hazards their employees may encounter while working in the facility.
- j. Demonstrate that employee's exposure will be below the PEL's. For Class I asbestos work until the employer conducts exposure monitoring and documents that employees on that job will not be exposed in excess of the PEL's, or otherwise makes a negative exposure assessment, the employer shall presume that employees are exposed in excess of the TWA and excursion limit.

### D. Records:

- 1. Sign-in/out Logs
- 2. Personal Air Sampling Results
- 3. Waste Shipment Records
- 4. Pressure Differential Recording Data
- 5. NPE Inspection and Smoke Test Logs
- 6. Rental Equipment Statements
- E. When rental equipment is to be used in removal areas or to transport waste materials, submit a copy of written notification provided to the rental company informing them of the nature of use of the rented equipment

### 1.6 PERSONNEL PROTECTION

A. Respiratory protection shall meet the requirements of OSHA as required in 29 CFR 1910.134 and 29 CFR 1926.1101. Provide appropriate respiratory protection for each worker and ensure usage during potential asbestos exposure. Select respirators from among those jointly approved as being acceptable for protection by the Mine Safety and Health Administration (MSHA) and the National Institute for Occupational Safety and Health (NIOSH) under the provisions of 30 CFR Part 11. Provide an adequate supply of filter elements for respirators in use.

B. Minimum respiratory protection shall be as follows:

Airborne concentration of asbestos, or conditions of use.

Required Respirator

Not in excess of 10 f/cc

(100 x PEL)

Any powered air purifying respirator equipped with high efficiency filters

or any supplied-air respirator operated in continuous flow

mode.

Not in excess of 100 f/cc

(1000 x PEL)

Full face piece supplied air respirator operated in pressure demand mode.

Greater than 100 f/cc (>1000 x PEL) or unknown concentration

Full face piece supplied air respirator operated in pressure demand mode, equipped with an auxiliary positive pressure self-contained breathing apparatus.

- a. Respirators assigned for higher airborne fiber concentrations may be used at lower concentrations, or when required respirator use is independent of concentration.
- b. A high-efficiency filter means a filter that is at least 99.97 percent efficient against mono-dispersed particles of 0.3 microns in diameter or larger.
- C. Provide and require all workers to wear protective clothing in Work Areas where asbestos fiber concentrations exceed permissible limits established by OSHA. Protective clothing shall include impervious coveralls with elastic wrists and ankles, head covering, gloves and foot coverings. Ensure all contaminated protective clothing remains in the Equipment Room for reuse or disposal of as contaminated waste.
- D. Ensure that all workers and authorized persons enter and leave the Asbestos Control Area through the Worker Decontamination Enclosure System.

### 1.7 EQUIPMENT REMOVAL PROCEDURE

A. Clean surfaces of contaminated containers and equipment thoroughly by vacuuming with HEPA filtered equipment and wet wiping before moving such items into the Equipment Decontamination Enclosure System for final cleaning and removal to uncontaminated areas. Ensure that personnel do not leave the Asbestos Control Area through the Equipment Decontamination Enclosure System.

### 1.8 SEQUENCE OF WORK

- A. Proceed in accordance with the sequence of work as mutually agreed upon with the Owner. Work shall be divided into convenient Work Areas, each of which is to be completed as a separate unit. The following sequence of work shall be used for the asbestos abatement work:
  - 1. A visual inspection of the Work Area to determine pre-existing damage to facility components.
  - 2. Release of Work Area (Phase) to the Contractor.
  - 3. All temporary utilities required for the project shall be on site and operational prior to the initiation of asbestos work.
  - 4. Removal of all movable objects from the Work Area undergoing abatement by the Contractor.
  - 5. Abatement of all asbestos-containing materials by the Contractor.

- 6. Air sampling by the Owner's Project Monitor for re-occupancy.
- 7. Rework activities as specified in other sections of this specification.
- 8. Cleanup by the Contractor. Work Areas must be returned to their original condition or better.

## 1.9 DELIVERY, STORAGE AND HANDLING

A. Deliver all materials in the original packages, containers, or bundles bearing the name of the manufacturer and the brand name and product technical description. Do not use damaged or deteriorating materials. Material that becomes contaminated with asbestos shall be decontaminated or disposed of as asbestos waste.

### **PART 2 - PRODUCTS**

## 2.1 MATERIALS

- A. Fire retardant polyethylene sheet in roll size to minimize the frequency of joints shall be delivered to job site with factory label indicating four (4) or six (6) mil.
- B. Polyethylene disposable bags shall be six (6) mil with pre-printed label. Disposable bags shall be opaque.
- C. Tape shall be capable of sealing joints in adjacent polyethylene sheets and for attachment of polyethylene sheet to finish or unfinished surfaces. Tape must be capable of adhering under both dry and wet conditions.
- D. Surfactant (wetting agent) shall consist of fifty (50) percent polyoxyethylene ether and fifty (50) percent polyoxyethylene ester, or equivalent, and shall be mixed with water to provide a concentration one (1) ounce surfactant to five (5) gallons of water or as directed by the manufacturer.
- E. Containers must be impermeable and shall be both air and watertight. Containers shall be labeled in accordance with OSHA Standard 29 CFR 1926.1101 and EPA 40 CFR Part 61.152 as appropriate.
- F. Labels and signs shall conform to OSHA Standard 29 CFR 1926.1101.
- G. Encapsulant shall be lockdown type which has been approved by the Design Consultant. Usage shall be in accordance with manufacturer's printed technical data. Encapsulant must be compatible with new materials being installed. Encapsulant may be clear or white.
- H. Glove-bag assembly shall be manufactured of six (6) mil transparent polyethylene or PVC with two (2) inward projecting long sleeve gloves, an internal pouch for tools, and an attached labeled receptacle for waste.

### 2.2 TOOLS AND EQUIPMENT

- A. Tools and equipment shall be suitable for asbestos removal.
- B. Protective clothing, respirators, filter cartridges, air filters and sample filter cassettes shall be provided in sufficient quantities for the project.
- Electrical equipment, protective devices, emergency generators and power cables shall conform to all applicable codes.
- D. Shower stalls and plumbing shall include sufficient hose length and drain system or an acceptable alternate. Showers shall be equipped with hot and cold or warm running water. One shower stall shall be provided for each eight workers.
- E. Exhaust air filtration units shall be equipped with HEPA filters capable of providing sufficient air exhaust to create a minimum pressure differential of 0.02 inches of water column, and to allow a sufficient flow of air through the area. An automatic warning system shall be incorporated into the equipment to indicate pressure

- drop or unit failure. No air movement system or air filtering equipment shall discharge unfiltered air outside the Asbestos Control Area.
- F. Pressure differential automatic recording instrument shall be provided to ensure exhaust air filtration devices provide the minimum pressure differential required between the Work Area and occupied areas of the facility.
- G. Spray equipment shall be capable of mixing wetting agent with water and capable of generating sufficient pressure and volume. Hose length shall be sufficient to reach all of the Asbestos Control Area.
- H. Vacuum units, of suitable size and capabilities for the project, shall have HEPA filters capable of trapping and retaining at least 99.97 percent of all monodispersed particles of 0.3 microns in diameter or larger.
- I. Mechanical mastic removal equipment shall be suitable for the application.
- J. Ladders and/or scaffolds shall be of adequate length, strength and sufficient quantity to support the work schedule.
- K. Other materials such as lumber, nails and hardware necessary to construct and dismantle the decontamination enclosures and the barriers that isolate the Work Area shall be provided as appropriate for the work.

### **PART 3 - EXECUTION**

### 3.1 GENERAL REQUIREMENTS FOR ASBESTOS ABATEMENT

- A. A Competent Person and Asbestos Abatement Site Supervisor shall be on the job at all times to ensure the establishment and maintenance of the NPE and proper work practices are followed through completion of the project.
- B. Containerize asbestos-containing waste material removed daily. Do not allow ACM to remain on the floor overnight, allowing it to dry out. Fill disposal containers (six (6) mil polyethylene bags or fiber drums) as removal proceeds, seal filled containers, and apply caution labels and clean containers before removal to wash area. Bags shall be securely sealed to prevent accidental opening and leakage by taping in gooseneck fashion. Bags may be placed in drums for staging and transportation to the disposal site. Bags shall be decontaminated by wet cleaning and HEPA vacuuming before being placed in clean drums and sealed with locking ring tops. Vinyl asbestos tile removed shall be bagged and placed in clean drums and sealed with locking ring tops. Wet clean each container thoroughly before moving to a holding area or to the waste storage container.
- C. If at any time during asbestos removal, should the Project Monitor suspect contamination of areas outside the Work Area, the Contractor shall stop all abatement work and take steps to decontaminate these areas and eliminate causes of such contamination. Unprotected individuals shall be prohibited from entering contaminated areas until air sampling and visual inspections determine decontamination.

## 3.2 PREPARATION OF WORK AREA ENCLOSURE SYSTEM

- A. Prior to beginning work, the Owner, Construction Administrator, Consultant and Contractor shall perform a visual survey of each Work Area and list all pre-existing damage to building components. The Contractor shall submit to the Construction Administrator a list, of pre-existing damaged areas.
- B. Post warning signs meeting the specifications of OSHA 29 CFR 1910.1001 and 29 CFR 1926.1101 at each Regulated Area. In addition, signs shall be posted at all approaches to Regulated Areas so that an employee may read the sign and take the necessary protective steps before entering the area. Additional signs may require posting following construction of work place enclosure barriers.
- C. Utilize engineering controls and personnel protective equipment while installing enclosures and supports when asbestos-containing materials may be disturbed.

- D. When feasible, shut down and lock out electrical power, including all receptacles and light fixtures. Protect receptacles and light fixtures remaining in the Work Area with six -(6) mil polyethylene and seal with tape. Remove or protect fire alarm system components remaining in the area with six- (6) mil polyethylene and seal with tape. Coordinate all power and fire alarm isolation with the Owner.
- E. Provide temporary power and lighting and ensure safe installation, including ground fault protection, of temporary power sources and equipment in compliance with applicable electrical code and OSHA requirements. The Contractor is responsible for proper connection and installation of electrical wiring. Coordinate electrical connection to existing building service with building operations.
- F. Shut down and isolate heating, cooling, and ventilating air systems to prevent contamination and fiber dispersal to other areas of the building. Coordinate shut down and isolation of heating, cooling, and ventilating air systems with building operations. Seal all vents.
- G. Pre-clean movable objects within the proposed Work Areas using HEPA filtered vacuum equipment and/or wet cleaning methods as appropriate and remove such objects from Work Areas to a temporary location.
- H. Pre-clean fixed objects within the proposed Work Areas, using HEPA filtered vacuum equipment and/or wet cleaning methods as appropriate, and enclose with six (6) mil polyethylene sheeting sealed with tape. Objects which must remain in the Work Area and which require special ventilation or enclosure include electrical equipment, pumps, compressors, control panels, meter equipment.
- I. Clean the proposed Work Areas using HEPA filtered vacuum equipment and/or wet cleaning methods as appropriate. Do not use methods that raise dust, such as dry sweeping or vacuuming with equipment not equipped with HEPA filters.
- J. Seal off all windows, doorways, skylights, ducts, grilles, diffusers, and any other openings between the Work Area and the uncontaminated areas outside of the Work Area with critical barriers. Doorways and corridors, which will not be used for passage during work, must be sealed with fixed critical barriers.
- K. Conspicuously label and maintain emergency and fire exits from the Asbestos Control Area satisfactory to the Owner.

#### 3.3 WORKER DECONTAMINATION ENCLOSURE SYSTEM

- A. Establish contiguous to the Work Area, a Worker Decontamination Enclosure System consisting of Equipment Room, Shower Room and Clean Room in series. Access to the Work Area shall only be through this enclosure.
- B. Access between rooms in the Worker Decontamination Enclosure System shall be through double flapcurtained openings (air locks). Other effective designs are permissible. The Clean Room, Shower Room and Equipment Room located within the Worker Decontamination Enclosure, shall be completely sealed ensuring sole source of airflow into the Asbestos Control Area originates from the outside-uncontaminated areas.
- C. The Clean Room shall be adequately sized to accommodate workers and shall be equipped with a suitable number of hooks, lockers, shelves, etc., for workers to store personal articles and clothing. Changing areas of the Clean Room shall be suitably screened from areas occupied by the public.
- D. The Shower Room shall be of sufficient capacity to accommodate the number of workers. Supply warm water to showers. Provide one shower for each eight workers. No worker or other person shall leave an Asbestos Control Area without showering.

### 3.4 EQUIPMENT DECONTAMINATION ENCLOSURE SYSTEM

A. Establish contiguous to the Work Area, an Equipment Decontamination Enclosure System consisting of two (2) totally enclosed chambers divided by a double flap curtained opening. Other effective designs are permissible. This enclosure must be constructed to ensure that no personnel enter or exit through this unit.

### 3.5 SEPARATION OF WORK AREAS FROM OCCUPIED AREAS

- A. Occupied areas and/or building space not within the Asbestos Control Area shall be separated from asbestos abatement Work Areas by means of airtight barriers.
- B. Do not impair required building exits from any occupied building area. Where normal exits have been blocked by the asbestos work, provide temporary exit signs directing building occupants to the nearest available exit location.
- C. Create a pressure differential in the range of 0.02 to 0.04 inches of water column between the Work Area and occupied areas by the use of acceptable pressure differential equipment. Provide a sufficient quantity of units to exhaust the volume of air within the Asbestos Control Area a minimum of four times per hour. Continuously monitor the pressure differential between the Work Area and occupied areas utilizing recording type equipment to ensure exhaust air filtration equipment maintains a minimum pressure differential of 0.02 inches of water column.

#### 3.6 REMOVAL OF FRIABLE ASBESTOS MATERIAL

- A. Cover floor and wall surfaces with polyethylene sheeting sealed with tape. Polyethylene shall be applied alternately to floors and walls. Cover floors first, with a layer of six- (6) mil polyethylene sheeting, so that polyethylene extends at least twelve (12) inches up on walls. Cover walls with a layer of four- (4) mil polyethylene sheeting to twelve (12) inches beyond the wall floor intersection, thus overlapping the floor material by a minimum of twenty-four (24) inches. Repeat the process for the second layer of polyethylene. There shall be no seams in the plastic sheet at wall-to-floor joints.
- B. Removal of existing suspended ceilings, fluorescent light fixtures, and other ceiling construction or ceiling mounted items to access asbestos-containing materials when disturbance of asbestos could be expected shall be accomplished after engineering controls have been established and shall also be performed in accordance with Section 02 41 19. Fluorescent fixture components require special handling and disposal in accordance with Section 02 84 16.
- C. Where non-ACM thermal systems insulation exists within the Work Area remove as asbestos contaminated.
- D. Spray friable materials with amended water, using airless spray equipment capable of providing a "mist" application to reduce the release of fibers during the removal operation. In order to maintain indoor asbestos concentrations at a minimum, remove the wet asbestos in manageable sections. Materials shall not be allowed to dry out. Material drop shall not exceed 8 feet. For heights up to 15 feet, provide inclined chutes or scaffolding to intercept drop. For heights, exceeding 15 feet provide enclosed dust-proof chutes.
- E. After completion of stripping work, all surfaces from which asbestos has been removed shall be wet brushed, using a nylon brush, wet wiped and sponged or cleaned by an equivalent method to remove all visible material (wire brushes are not permitted). During this work, the surfaces being cleaned shall be kept wet.

# 3.7 REMOVAL OF NON-FRIABLE MISCELLANEOUS MATERIAL – INTACT REMOVAL

- A. Non-friable miscellaneous materials shall be removed by approved methods, which minimize the release of asbestos fibers. Intact removal of non-friable miscellaneous material includes Flange Pipe Gaskets High Temperature Hot Water System. Removal requirements are specified in other sections of the Project Manual.
- B. The DPH has published a Regulatory Interpretation (Division of Environmental Health Circular Letter #2003-10) regarding Intact Removal of Non-Friable Asbestos-Containing Materials. This interpretation is based upon the following understandings:
  - 1. The asbestos-containing material is undamaged and non-friable and remains non-friable during the removal or collection of the material.
  - 2. The asbestos-containing material is removed intact without breakage or other disturbance of the material. The material is removed without the creation of a visible residue.
  - The asbestos-containing material is not subject to sanding, cutting, grinding, or abrading during the removal or collection process.

4. The asbestos-containing material does not become a RACM as defined by the asbestos National Emission Standards for Hazardous Air Pollutants (40 CFR Part 61, Subpart M).

## 3.8 CLEAN-UP PROCEDURE

- A. Remove and containerize all visible accumulations of asbestos-containing and/or asbestos-contaminated debris which may have splattered or collected on the polyethylene wall covering. Carefully remove the cleaned outer layer of polyethylene from the walls, fold inward as material is being removed, and place in disposal containers. Any debris, which may have leaked behind the outer layer, shall be removed by HEPA vacuuming and/or wet cleaning.
- B. Remove contamination from the exteriors of the negative air machines, scaffolding, ladders, extension cords, hoses and other equipment inside the Work Area. Cleaning may be accomplished by brushing, HEPA vacuuming and/or wet cleaning.
- C. The Owner's Project Monitor shall conduct a thorough visual inspection utilizing a high-intensity flashlight, with the containment barriers in place, to detect visible accumulations of dust or bulk asbestos-containing materials remaining in the Work Area. Should dust, debris or residue be detected, the Contractor shall repeat the cleaning, at the Contractor's expense, until the area is in compliance. The visual inspection will detect incomplete work, damage caused by the abatement activity, and inadequate clean-up of the work site.
- D. Once the area has been re-cleaned, any equipment, tools or materials not required for completion of the work, shall be removed from the Work Area. Negative air filtration devices shall remain in place and operating for the remainder of the clean-up operation.
- E. Wet wipe the walls beginning at the point farthest away from the negative air filtration units using cotton rags or lint free paper towels. Rags and towels shall be disposed of after each use. Workers should avoid the use of dirty rags to insure proper cleaning of surfaces. Mop the entire floor with a clean mop head and amended water. Water shall be changed frequently. Waste water shall be filtered using best available technology and dumped down an approved drain.
- F. A visual inspection of the Work Area by the licensed Project Monitor shall be conducted. Evidence of asbestos contamination identified during the inspection will necessitate further cleaning as heretofore specified. The area shall be re-cleaned at the Contractors expense until the Standard of Cleanliness is achieved.
- G. Upon successful completion of the visual inspection, the Contractor shall encapsulate all abated surfaces.
- H. Once the lock-down encapsulant has sufficiently dried, air sampling for re-occupancy clearance shall be undertaken using aggressive sampling techniques.
- I. During breakdown of containment carefully remove the polyethylene barriers. Fold inward as the material is being removed, and place in leak-tight containers. Any debris which may have fallen behind the polyethylene sheeting shall be removed by HEPA vacuuming and/or wet cleaning. Remove all remaining polyethylene, including critical barriers, and Decontamination Enclosure Systems leaving negative air filtration devices in operation. HEPA vacuum and/or wet wipe any visible residue, which is uncovered during this process.

# 3.9 REOCCUPANCY CLEARANCE AIR SAMPLING

- A. Re-occupancy clearance air sampling will be conducted by the Project Monitor in accordance with the re-occupancy clearance criteria as set forth in the Regulations of Connecticut State Agencies, Section 19a-332a-12. Areas, which do not comply, shall continue to be cleaned by and at the Contractors expense, until the specified Standard of Cleaning is achieved as evidenced by results of air testing. When the Work Area passes the re-occupancy clearance, controls established by this specification may be removed.
- B. Post-abatement clearance air monitoring requirements are as follows:
  - Air sampling will not begin until at least 12 hours after wet cleaning has been completed and no visible water or condensation remain.

- Sampling equipment will be placed at random around the Work Area. If the Work Area contains the number of rooms equivalent to the number of required samples based on floor area, a sampler shall be placed in each room. When the number of rooms is greater than the number of samples, a representative number of rooms will be selected.
- 3. The representative samplers placed outside the Work Area but within the building will be located to avoid any air that might escape through the isolation barriers and will be approximately 50 feet from the entrance to the Work Area, and 25 feet from the isolation barriers.
- 4. The following aggressive air sampling procedures will be used within the Work Area during all air clearance monitoring:
  - a. Before starting the sampling pumps, direct the exhaust from forced air equipment (such as a 1 horsepower leaf blower) against all walls, ceilings, floors, ledges and other surfaces in the Work Area. This should take at least 5 minutes per 1000 SF of floor area.
  - b. Place a 20-inch fan in the center of the room. (Use one fan per 10,000 cubic feet of room space.) Place the fan on slow speed and point it toward the ceiling.
  - c. Start the sampling pumps and sample for the required time.
  - d. Turn off the pump and then the fan(s) when sampling is complete.
- 5. Air volumes taken for clearance sampling shall be sufficient to accurately determine (to a 95 percent probability) fiber concentrations to 0.010 f/cc of air.
- 6. Each homogeneous Work Area, which does not meet the clearance criteria, shall be thoroughly recleaned using HEPA vacuuming and/or wet cleaning, with the negative pressure ventilation system in operation. New samples shall be collected in the Work Area as described above. The process shall be repeated until the Work Area passes the test, with the cost of repeat sampling being borne entirely by the Contractor.
- 7. For an asbestos abatement project with more than one homogeneous Work Area, the release criterion shall be applied independently to each Work Area.
- C. Continuous air sampling during construction will be conducted by the Project Monitor. Re-occupancy clearance testing will be in accordance with State of Connecticut DPH requirements. For window removal, a final visual inspection is to be performed to determine successful completion of all work associated with removal of windows.

# 3.10 CONTRACTOR RESPONSIBILITY

A. Conduct air sampling, as necessary, to assure that workers are using appropriate respiratory protection in accordance with OSHA Standard 1926.1101. Perform monitoring to determine accurately the airborne concentrations of asbestos to which employees may be exposed. Determinations of employee exposure shall be made from breathing zone air samples that are representative of the 8-hour TWA and 30-minute short-term exposures of each employee. Documentation of air sampling results must be recorded at the work site within twenty-four (24) hours of receipt of results, and shall be available for review until the job is complete.

### 3.11 DISPOSAL OF ASBESTOS

- A. Disposal of asbestos-containing and/or asbestos contaminated material shall occur at an authorized site and must be in compliance with the requirements of, and authorized by the Office of Solid Waste Management, Department of Energy and Environmental Protection, State of Connecticut, or other designated agency having jurisdiction over solid waste disposal.
- B. Disposal approval shall be obtained prior to commencement of asbestos removal.
- C. Warning signs must be attached to vehicles used to transport asbestos-containing waste. Warning signs shall be posted during loading and unloading of disposal containers. The signs must be posted so that they are plainly visible.
- D. Waste removal dumpsters and cargo areas of transport vehicles shall be lined with a layer of six (6) mil polyethylene sheeting to prevent contamination from leaking or spilled containers. Floor sheeting shall be installed first, and shall be extended up sidewalls 12-inches. Wall sheeting shall overlap floor sheeting 24-inches and tape into place.

Page 16 of 16

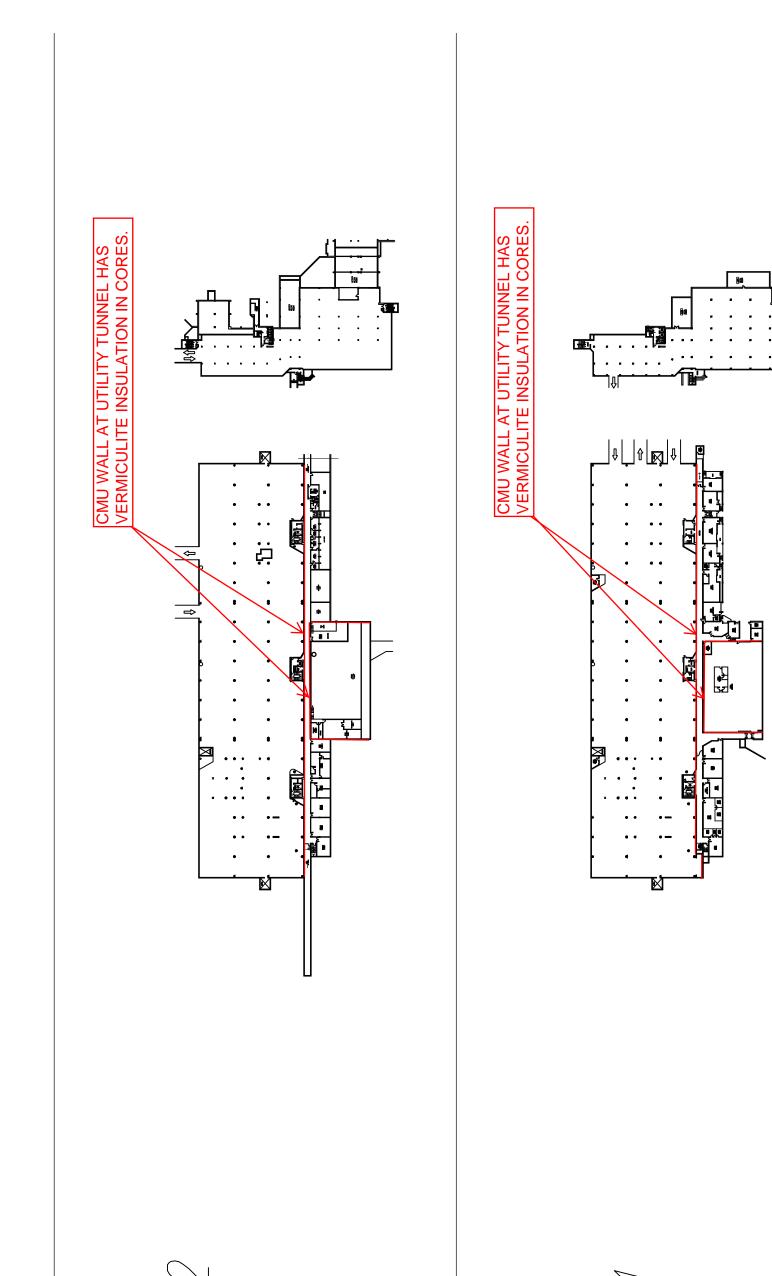
E. A copy of the completed Waste Shipment Record shall be provided to the Owner.

## 3.12 ACTION CRITERIA

A. If air samples collected outside of the Work Area during abatement activities indicate airborne fiber concentrations greater than original background levels or greater than 0.010 f/cc, as determined by Phase Contrast Microscopy, whichever is larger, an examination of the Work Area perimeter shall be conducted and the integrity of barriers shall be restored. Cleanup of surfaces outside the Work Area using HEPA vacuum equipment or wet cleaning techniques shall be done prior to resuming abatement activities.

**END OF SECTION 02 82 13** 

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#### SECTION 033000 - 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. Footings.
  - 2. Slabs-on-grade.
  - 3. Equipment pads and bases.
  - 4. Grouting of base plates.
  - 5. Anchor rod placement.
  - 6. Expansion and adhesive anchors.

#### B. Related Sections:

1. Section 312001 "Building Excavation and Backfill" for sub-base under slabs-on-grade.

## 1.3 ACTION SUBMITTALS

- A. General: Submit the following according to Conditions of the Contract and Division 01 Specification Sections.
- B. Product Data: For each type of product indicated, including reinforcement and forming accessories, admixtures, patching compounds, waterstops, joint systems, curing compounds, dry-shake finish materials, epoxy grout, nonshrink grout, and others if requested by the Engineer.
- C. Design Mixtures: For each concrete mixture. Submit alternate design mixtures when characteristics of materials, Project conditions, weather, test results, or other circumstances warrant adjustments.
  - 1. Field water is not to be added.
  - 2. Admixtures are not to be added in the field.
- D. Submit a written description of cold weather and hot weather protection procedures for review and approval a minimum of 15 days prior to start of Work.
- E. Submit a written description of curing procedures for review and approval a minimum of 15 days prior to start of Work. Description to include curing methods and duration of curing.
- F. Shop drawings shall be reviewed and "checked" by the Fabricator prior to being submitted to the Engineer. Unchecked shop drawings shall be rejected and returned to the Contractor.

- G. Contractor to provide a detailed submittal schedule identifying all submittals and the date they are to be received by BVH Integrated Services, Inc. Submittal schedule is to be submitted two weeks prior to the start of the submittal process and updated every two weeks.
- H. Submit locations of all proposed construction joints in structural slabs, for review and approval a minimum of 15 days prior to start of Work.
- I. 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. Include special reinforcement required for openings through concrete structures.
  - 1. Submit detailed shop drawings which clearly show location, splicing, cover, sizes, and spacing of all reinforcing and wire fabric. Schedules and diagrams shall indicate bends, sizes, lengths of reinforcing members and splice lengths. All reinforcement in concrete footings, walls and grade beams shall be shown in elevation, 1/8" = 1'-0" scale with top of walls, top of shelves, and bottom of footings clearly indicated and sections indicating bar placement, spacing, size and cover. All construction joints, as required on the Contract Drawings or requested by the Contractor, shall be shown with any additional reinforcement required. Show and locate all concrete openings, including those required for other Divisions. Any drawings submitted without showing construction joints and openings will be rejected and will not be reviewed.
  - 2. All reinforcement in slabs-on-grade shall be shown on 1/8" scale drawings with the bottom and top reinforcement shown on separate drawings. All supplement reinforcement required, including but not limited to slab edge reinforcing, corner bars, re-entry bars, slab openings, and girder bars are to be clearly indicated on the 1/8" scale shop drawings.
- J. No reinforcing shall be cut, fabricated, shipped to the job site, or placed before shop drawings have been approved by the Engineer of Record. Only shop drawings bearing the appropriate Engineer's stamp marked "Furnished As Submitted" or "Furnished As Corrected" or "Furnished As Corrected and Resubmit For Record" shall be used in the field.
- K. Laboratory test reports for concrete materials and mix design tests.

## 1.4 INFORMATIONAL SUBMITTALS

- A. Welding Certificates: Submit certifications signed by an AWS Certified Welding Inspector of pre-qualified welding procedures, qualifications of welding procedures unless pre-qualified, qualification of welding operators, and qualifications of welders.
- B. Material Certificates: For each of the following, signed by manufacturers:
  - 1. Cementitious materials.
  - Admixtures.
  - 3. Form materials and form-release agents.
  - 4. Steel reinforcement and accessories.
  - Waterstops.
  - 6. Curing compounds.
  - 7. Bonding agents.
  - 8. Adhesives.
  - 9. Vapor retarders.
  - 10. Semirigid joint filler.
  - 11. Joint-filler strips.
  - 12. Repair materials.
  - 13. Anchoring adhesive.
- C. Field quality-control reports.

D. Minutes of preinstallation conference.

#### 1.5 QUALITY ASSURANCE

- A. Codes and Standards: Comply with provisions of the following Codes, Specifications, and Standards, except where more stringent requirements are shown or specified.
  - 1. American Concrete Institute (ACI) 301, "Specification for Structural Concrete for Buildings."
  - 2. ACI 318. "Building Code Requirements for Reinforced Concrete."
  - 3. Concrete Reinforcing Steel Institute (CRSI), "Manual of Standard Practice."
  - 4. ACI 117. "Specification for Tolerances for Concrete Construction and Materials."
- B. Concrete Testing Service: Engage a testing agency acceptable to Engineer to design concrete mixes to perform material evaluation tests associated with the mix design.
- C. 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.
- D. 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.
- E. Testing Agency Qualifications: Owner will engage an independent agency qualified according to ASTM C 1077 and ASTM E 329 for testing indicated.
  - 1. Personnel conducting field tests shall be qualified as ACI Concrete Field Testing Technician, Grade 1, according to ACI CP-1 or an equivalent certification program.
  - 2. 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.
- F. 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.
- G. Welding Qualifications: Qualify procedures and personnel according to AWS D1.4/D 1.4M, "Structural Welding Code Reinforcing Steel."
- H. Preinstallation Conference: Conduct conference at Project site to comply with requirements in Section 013100 "Project Management and Coordination," and the following:
  - 1. At least seven days prior to concrete work, conduct a meeting to review detailed requirements for preparing concrete design mixes and to determine procedures for satisfactory concrete operations. Review requirements for submittals, status of coordinating work, and availability of materials. Establish a preliminary work progress schedule and procedures for materials inspection, testing, and certifications. Require representatives of each entity directly concerned with cast-in-place concrete to attend conference, including but not limited to the following:
    - a. Contractor's superintendent.
    - b. Agency responsible for field quality control.
    - c. Ready-mix concrete producer.
    - d. Concrete subcontractor.
    - e. Primary admixture manufacturers.
    - f. Engineer of Record.
    - g. Special Inspector, if applicable.
    - h. Construction Manager's superintendent, if applicable.

 Review special inspection and testing and inspecting agency procedures for field quality control, concrete finishes and finishing, cold- and hot-weather concreting procedures, curing procedures, forms and form removal limitations, anchor rod and anchorage device installation tolerances, steel reinforcement installation, concrete repair procedures, and concrete protection.

### 1.6 DELIVERY, STORAGE, AND HANDLING

- A. Steel Reinforcement: Deliver, store, and handle steel reinforcement to prevent bending and damage. Avoid damaging coatings on steel reinforcement.
- 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. Forms for Exposed to View Finished Concrete: Form-facing panels that will provide continuous, true, and smooth concrete surfaces. Furnish in largest practicable sizes to minimize number of joints.
  - Exterior-grade plywood panels, suitable for concrete forms, complying with DOC PS 1, and as follows:
    - a. High-density overlay, Class 1 or better.
- B. Forms for Unexposed to View 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: New 45-degree wood, metal, PVC, plastic or rubber strips, 3/4 by 3/4 inch, nailed 6 inches on center, and installed in inside corners of forms.
- D. Form-Release Agent: Commercially formulated form-release agent with a maximum of 350 g/L volatile organic compounds (VOCs) 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, adjustable length, removable or snap-off metal 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

### 2.2 STEEL REINFORCEMENT

- A. Reinforcing Bars: ASTM A 615/A 615M, Grade 60, deformed.
- B. Plain-Steel Welded Wire Reinforcement: ASTM A 1064, plain, fabricated from as-drawn steel wire into flat sheets.

### 2.3 REINFORCEMENT ACCESSORIES

- A. Joint Dowel Bars: ASTM A 615/A 615M, Grade 60, plain-steel bars, cut true to length with ends square and free of burrs.
- B. 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 slabs-on-grade, use full 4" x 3" x 8" concrete blocks with a compressive strength equal to or greater than the adjacent cast-in-place concrete.

## 2.4 CONCRETE MATERIALS

- A. Cementitious Material: Use the following cementitious materials, of the same type, brand, and source, throughout Project:
  - 1. Portland Cement: ASTM C 150, Type I/II.
- B. Normal-Weight Aggregates: ASTM C 33, Class 3S coarse aggregate or better, graded. Provide aggregates from a single source.
  - Maximum Coarse-Aggregate Size: 3/4 inch nominal, unless otherwise noted.
  - 2. Fine Aggregate: Free of materials with deleterious reactivity to alkali in cement.
- C. 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 0.15 percent by mass of cement material. 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. High-Range, Water-Reducing Admixture: ASTM C 494/C 494M, Type F.
  - 5. High-Range, Water-Reducing and Retarding Admixture: ASTM C 494/C 494M, Type G.
- C. Non-Set-Accelerating Corrosion-Inhibiting Admixture: Commercially formulated, non-set-accelerating, anodic inhibitor or mixed cathodic and anodic inhibitor; capable of forming a protective barrier and minimizing chloride reactions with steel reinforcement in concrete.
  - 1. Products: Subject to compliance with requirements, provide the following:
    - a. Grace Concrete Products; DCI-S Corrosion Inhibitor.
    - b. BASF Construction Chemicals; RHEOCRETE 222+.
    - c. The Euclid Chemical Company; EUCON CIA.

### 2.6 WATERSTOPS

- A. Self-Expanding Strip Waterstops: Manufactured rectangular or trapezoidal strip, swellable conformable polyurethane/butyl blended rubber based material free of sodium bentonite, for adhesive bonding to concrete, 1/2 by 1 inch.
  - 1. Products: Subject to compliance with requirements, provide the following:
    - a. Grace; ADCOR ES Hydrophilic Waterstop.
    - b. Concrete Sealants, Inc.; ConSeal CS-500 Chloroprene Rubber Hydrophilic Waterstop.
    - c. Sika Corporation; Sika Hydrotite CJ.

### 2.7 VAPOR RETARDERS

- A. Sheet Vapor Retarder: ASTM E 1745, Class B minimum. Include manufacturer's recommended adhesive or pressure-sensitive tape.
  - 1. Products: Subject to compliance with requirements, provide the following:
    - a. Stego Industries, LLC; Stego Wrap, 15 mil Class A.
    - b. W.R. Meadows, Inc.; Perminator, 15 mil, Class A.
    - c. Reef Industries, Inc.; Griffolyn 15 mil, Class A.

### 2.8 CURING MATERIALS

- A. Evaporation Retarder: Waterborne, monomolecular film forming, manufactured for application to fresh concrete.
- B. Absorptive Cover: AASHTO M 182, Class 2, burlap cloth made from jute or kenaf, weighing approximately 9 oz./sq. yd. when dry.
- C. Moisture-Retaining Cover: Comply with ASTM C 171, polyethylene film or white burlap-polyethylene sheet or waterproof paper.
- D. Water: Potable.
- E. Clear, Waterborne, Membrane-Forming Curing Compound: ASTM C 309, Type 1, Class B, dissipating. Moisture loss not more than 0.55 kg/sq. m when applied at 200 sq. ft./gal. Subject to compliance with current US EPA regulations for volatile organic compounds (VOC) emissions and floor finish adhesives.

### 2.9 RELATED MATERIALS

- A. Expansion- and Isolation-Joint-Filler Strips: ASTM D 1751, 1/2 inch asphalt-saturated cellulosic fiber preformed into strips unless otherwise noted.
- B. Bonding Agent: ASTM C 1059/C 1059M, Type II, non-redispersible, acrylic emulsion or styrene butadiene.
- C. Anchoring Adhesive: ASTM C 881, two-compound material suitable for use on dry or damp surfaces. Holes shall be drilled with a rotary hammer drill and carbide-tipped drill bit.
  - 1. Products: Subject to compliance with requirements, provide the following:
    - a. Hilti North America; Hilti RE-500-V3.

- b. ITW Ramset/Red Head; Epcon G5.
- c. Power Fasteners: PE 1000+.
- D. Nonmetallic, Shrinkage-Resistant Grout: Premixed, nonmetallic, noncorrosive, nonstaining grout containing selected silica sands, Portland cement, shrinkage compensating agents, plasticizing and water-reducing agents, comply with ASTM C 1107, of consistency suitable for application, 30-minute working time, and a seven-day compressive strength of 6,000 psi for a mixture with a "flowable" consistency, defined as 140 percent flow on flow table, ASTM C230, five drops in three seconds.

## 2.10 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 acceptable to the Engineer of Record for preparing and reporting proposed mixture designs based on laboratory trial mixtures.
- B. Submit written reports including all statistical data to the Engineer of each proposed mix for each class of concrete at least 15 days prior to start of Work. Do not begin concrete production until proposed mix designs have been approved by the Engineer.
- C. Limit water-soluble, chloride-ion content in hardened concrete to 0.15 percent by weight of cement.
- D. Admixtures: Use admixtures according to manufacturer's written instructions.
  - 1. Use water-reducing or high-range water-reducing admixture in concrete, as required, for placement and workability.
  - Use water-reducing and retarding admixture when required by high temperatures, low humidity, or other adverse placement conditions.
- E. Use accelerating admixture in concrete slabs, as required, for placement and workability.
- F. Add air-entraining admixture where specified at manufacturer's prescribed rate to result in concrete at point of placement and having total air content with a tolerance of plus or minus 1-1/2 percent of the value indicated.
- G. Use admixtures for water reduction and set accelerating or retarding in strict compliance with manufacturer's directions.

## 2.11 CONCRETE MIXTURES

- A. Design mixes to provide concrete with the following properties:
  - Concrete for footings, foundations, piers, exterior and interior slabs-on-grade, and walls to be normal weight concrete with a 4,500 psi, 28-day minimum compressive strength; water-cement ratio 0.45 maximum (water content shall include surface water in aggregates); minimum cement content of 6 sacks per cubic yard, maximum 3/4 inch aggregate, four plus or minus 1 inch slump; 6 percent air content by volume.
- B. If mixes are to be pumped, allowable slump can be increased to six plus or minus 1 inch. Submit separate mix designs, including all backup data, for each pump mix for approval by the Engineer.
- C. Adjustments to Concrete Mixes: Field water is not to be added. Mix design adjustments may be requested by the Contractor when characteristics of materials, job conditions, weather, test results, or

- other circumstances warrant, as accepted by the Engineer. Laboratory test data for revised mix design and strength results must be submitted to and accepted by the Engineer before using in Work.
- D. Do not air entrain concrete at interior slabs. Do not allow entrapped air content to exceed 3 percent.

#### 2.12 FABRICATING REINFORCEMENT

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

### 2.13 CONCRETE MIXING

- A. Ready-Mixed Concrete: Measure, batch, mix, and deliver concrete according to ASTM C 94 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 GENERAL

- A. Coordinate the installation of joint materials, embedded items, anchor bolts and other related materials with placement of forms and reinforcing steel.
- B. Thoroughly clean forms, metal deck and adjacent surfaces to receive concrete. Remove chips, wood, sawdust, dirt, welding ferrules and/or other debris just before placing concrete.

### 3.2 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, tolerances for concrete surfaces exposed to view.
  - 2. Class C, 1/2 inch, tolerances for other concrete surfaces.
- 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. 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 before and during concrete placement. Securely brace temporary openings and set tightly to forms to prevent losing concrete mortar. 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 exposed concrete, and where indicated on Contract Documents to produce uniform smooth lines and tight edge joints.
- I. Form openings, chases, offsets, sinkages, keyways, reglets, blocking, screeds, and bulkheads required in the Work. Determine sizes and locations from trades providing such items. Accurately place and securely support items built into forms.
- J. Clean forms and adjacent surfaces to receive concrete. Remove chips, wood, sawdust, dirt, and other debris just before placing concrete.
- K. Retighten forms and bracing before placing concrete, as required, to prevent mortar leaks and maintain proper alignment.
- L. Coat contact surfaces of forms with form-release agent, according to manufacturer's written instructions, before placing reinforcement.
- M. Do not allow excess form-coating material to accumulate in forms or come into contact with in-place concrete surfaces against which fresh concrete will be placed.

### 3.3 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."

## 3.4 REMOVING AND REUSING FORMS

- A. General: Formwork not supporting weight of concrete, such as sides of columns, and similar parts of the Work 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. Formwork to remain in place for a minimum of 14 days.
  - 2. Determine compressive strength of in-place concrete by testing field cured test specimens representative of concrete location or members according to ACI 301.
- 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 and Engineer.

### 3.5 STEEL REINFORCEMENT

- A. General: Comply with CRSI's "Manual of Standard Practice" for details and methods of reinforcement placement and supports and as specified.
- 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 as indicated for in ACI 318. Do not tack weld crossing reinforcing bars.
  - 1. Weld reinforcing bars according to AWS D1.4/D 1.4M, where indicated.
- 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 two full panels. Offset laps of adjoining sheet widths to prevent continuous laps in either direction. Lace overlaps with wire.

### 3.6 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 Engineer.
  - 1. Place joints perpendicular to main reinforcement. Continue reinforcement across construction joints unless otherwise indicated.
  - 2. Use a bonding agent at locations where fresh concrete is placed against hardened or partially hardened concrete surfaces.
- C. Contraction (Control) Joints in Slabs-on-Grade: Provide contraction joints in slabs-on-grade to form panels of patterns as shown. Use saw cuts 1/8-inch wide by one-quarter of slab depth.
  - 1. Contraction joints shall be formed by saw cuts as soon as possible after slab finishing as may be safely done without dislodging aggregate.
  - 2. If joint pattern is not shown, provide joints not exceeding 15 ft. in each direction and located to conform to bay spacing whenever possible (at column centerlines, half bays, third bays).
- D. Isolation Joints in Slabs-on-Grade: After removing formwork, install joint-filler strips at slab junctions with vertical surfaces, such as column pedestals, and other locations, as indicated.
  - Extend joint-filler strips full width and depth of joint, terminating flush with finished concrete surface unless otherwise indicated.
  - 2. Terminate full-width joint-filler strips not less than 1/2 inch or more than 1 inch below finished concrete surface where joint sealants, specified in Section 079200 "Joint Sealants," are indicated.
  - 3. Install joint-filler strips in lengths as long as practicable. Where more than one length is required, lace or clip sections together.
- E. Doweled Joints: Install smooth dowel bars and support assemblies at joints where indicated. Lubricate or asphalt coat one-half of dowel length to prevent concrete bonding to one side of joint.

### 3.7 WATERSTOPS

A. Self-Expanding Strip Waterstops: Install in construction joints and at other locations indicated, according to manufacturer's written instructions, adhesive bonding, mechanically fastening, and firmly pressing into place. Install in longest lengths practicable.

### 3.8 CONCRETE PLACEMENT

- A. General: Comply with ACI 304, "Guide for Measuring, Mixing, Transporting, and Placing Concrete," and as specified.
- B. Before placing concrete, verify that installation of formwork, reinforcement, and embedded items is complete and that required inspections have been performed. Notify other trades to permit installation of their work.
- C. Do not add water to concrete during delivery, at Project site, or during placement Engineer.
- D. Deposit concrete continuously 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.
- E. Deposit concrete in forms in horizontal layers no deeper than 48 inches and in a manner to avoid inclined construction joints. Where placement consists of several layers, place each layer while preceding layer is still plastic, to avoid cold joints.
  - 1. Deposit concrete in horizontal layers of depth to not exceed formwork design pressures and in a manner to avoid inclined construction joints and segregation.
  - 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 set and 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.
- F. Deposit and consolidate concrete for 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.
- G. Cold Weather Placement: Cold weather is defined as a period when for more than three consecutive days the average daily temperature is less than 40 deg. F and the air temperature is not greater than 50 deg, F for more than one-half of any 24-hour period. Protect concrete work from physical damage or reduced strength that could be caused by frost, freezing actions, or low temperatures. Comply with ACI 306.1 and as indicated:
  - 1. When air temperature has fallen to or is expected to fall below 40 deg. F, uniformly heat water and aggregates before mixing to obtain a concrete mixture temperature of not less than 50 deg. F and not more than 80 deg. F at point of placement.

- 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 agent or chemical.
- 4. Slabs-on-Grade (Slab Depth Less Than 10 Inches):
  - a. Concrete operations for slabs indicated above are to take place within a heated enclosure where the air temperature is maintained between 50 deg. F and 85 deg. F for a minimum of 24 hours prior to concrete placement and 72 hours after concrete placement. Ground surface is to be free of frost or frozen materials for slabs-on-grade.
- 5. The Subcontractor and the Inspection Agency are each to maintain independent records of the following information during cold weather:
  - a. For each section of concrete placed, record the date, time, outside air temperature, enclosure temperature, temperature of concrete during placement, weather conditions, and methods used to protect the concrete.
  - b. For each section of concrete placed, record the maximum and minimum temperature in each 24-hour period for 72 hours after the concrete is placed. Temperature readings are to be taken at the concrete surface or at three-inch-deep probes into the concrete. A minimum of one thermometer shall be provided at each spread footing or pier placed and a minimum of three thermometers provided for each 60-ft. section of wall or wall footing placed. For walls greater than 10 ft. in height, provide two thermometers at the top of the wall (surface-mounted or probes) and one thermometer within 2 ft. of the base of the wall (probe at formed surface) per each 60-ft. length of wall. Temperature readings are to represent the severe conditions. Corners and edges of concrete are the most vulnerable to freezing and are to be considered the severe condition.
- H. Hot Weather Placement: Place concrete according to recommendations in ACI 305R and as follows, when hot weather conditions exist. Hot weather is any combination of high ambient temperature, high concrete temperature, low relative humidity, wind speed, or solar radiation that will impair the quality of freshly mixed or hardened concrete by accelerating the rate of moisture loss and rate of cement hydration.
  - Cool ingredients before mixing to 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. Cover steel reinforcement with water-soaked burlap so steel temperature will not exceed ambient air temperature immediately before embedding in concrete.
  - 3. Fog-spray forms, steel reinforcement, and subgrade just before placing concrete. Keep subgrade moisture uniform without standing water, soft spots, or dry areas.
  - 4. Use water-reducing retarding admixture when required by high temperatures, low humidity, or other adverse placing conditions, as acceptable to the Engineer.

### 3.9 FINISHING FORMED SURFACES

- A. Rough-Formed Finish: Provide a formed finish on formed concrete surfaces not exposed to view or concealed by other construction. Tie holes and defective areas are to be repaired and patched, and fins and other projections exceeding 1/4-inch in height rubbed down or chipped off.
- 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 and smooth fins and other projections completely.
  - Apply to concrete surfaces exposed to public view or 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:
  - Smooth-Rubbed Finish: Provide smooth-rubbed finish on schedule concrete surfaces that have received smooth-formed finish treatment. Not later than one day after form removal, moisten concrete surfaces and rub with carborundum brick or another abrasive until producing a uniform color and texture. Do not apply cement grout other than that created by the rubbing process.
- 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.

### 3.10 FINISHING FLOORS AND SLABS

- A. General: Comply with ACI 302.1R recommendations for screeding, restraightening, and finishing operations for concrete surfaces. Do not wet concrete surfaces. Slab thickness indicated on Contract Documents is nominal. Finish slab to elevation indicated on Contract Documents.
- B. 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 restraightening until surface is left with a uniform, smooth, granular texture.
  - 1. Apply float finish to surfaces to receive trowel finish.
- C. 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.
  - Apply a trowel finish to surfaces exposed to view or to be covered with resilient flooring, carpet, ceramic or quarry tile set over a cleavage membrane, paint, or another thin-film-finish coating system.
  - 2. Finish slab-on-grade surfaces to the following minimum tolerances, according to ASTM E 1155, for a randomly trafficked floor surface:
    - a. Specified overall values of flatness, F(F) 25; and of levelness, F(L) 20; specified minimum local values of flatness, F(F) 15; and of levelness, F(L) 12.
    - b. Specified overall values of flatness, F(F) 35; and of levelness, F(L) 25; specified minimum local values of flatness, F(F) 21; and of levelness, F(L) 15; at surfaces to receive thin-set flooring.
  - 3. Finish and measure slab on metal deck and elevated structural slab surface so gap at any point between concrete surface and an unleveled, freestanding, 10-ft.- long straightedge resting on two high spots and placed anywhere on the surface does not exceed 5/16 inch.
  - 4. Coordinate required finish surface tolerances with actual architectural floor finishes. Grind smooth any surface defects that would telegraph through applied floor covering system.
- D. Broom Finish: Apply a broom finish to exterior concrete platforms, steps, ramps, and elsewhere as indicated, unless otherwise indicated on the Drawings.
  - 1. Immediately after float finishing, slightly roughen trafficked surface by brooming with fiber-bristle broom perpendicular to main traffic route.

### 3.11 MISCELLANEOUS CONCRETE ITEMS

- A. Filling In: Fill in holes and openings left in concrete structures for passage of work by other trades after work of other trades is in place unless otherwise indicated. Mix, place, and cure concrete, as specified, to blend with in-place construction. Provide other miscellaneous concrete filling indicated or required to complete the Work.
- B. Equipment Bases and Foundations:
  - 1. Coordinate sizes and locations of concrete bases with actual equipment provided.
  - Construct concrete bases as indicated; and extend base not less than 6 inches in each direction beyond the maximum dimensions of supported equipment unless otherwise indicated or unless required for seismic anchor support.
  - 3. Minimum Compressive Strength: 4500 psi at 28 days.
  - Install dowel rods to connect concrete base to concrete floor. Unless otherwise indicated, install dowel rods on 18-inch centers around the full perimeter of concrete base.
  - 5. For supported equipment, install epoxy-coated anchor bolts that extend through concrete base, and anchor into structural concrete substrate.
  - 6. Prior to pouring concrete, place and secure anchorage devices. Use setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.
  - 7. Cast anchor-bolt insert into bases. Install anchor bolts to elevations required for proper attachment to supported equipment.

## 3.12 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. Start initial curing as soon as free water has disappeared from concrete surface after placing and finishing. Keep continuously cured for not less than seven days.
- C. 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.
- D. Unformed Surfaces: Begin curing immediately after finishing concrete. Cure unformed surfaces, including slabs, and other surfaces.
- E. Contractor to coordinate and verify that all curing methods and materials are compatible with finishes. Submit appropriate data for review.
  - Moisture cure or use moisture-retaining covers to cure all concrete surfaces exposed to view including slabs. Do not use moisture-retaining covers to cure concrete exposed to view if concrete surface will be marred.
- F. Cure all grout in accordance with the manufacturer's requirements.

### 3.13 JOINT FILLING

- A. Prepare, clean, and install joint filler according to manufacturer's written instructions.
- B. Remove dirt, debris, saw cuttings, curing compounds, and sealers from joints; leave contact faces of joint clean and dry.

### 3.14 CONCRETE SURFACE REPAIRS

- A. Patching Defective Concrete: Repair and patch defective areas immediately after removing forms when approved by Engineer. Remove and replace concrete that cannot be repaired and patched to Engineer's approval.
- B. Patching Mortar: Mix dry-pack patching mortar, consisting of one part portland cement to two and one-half parts fine aggregate passing a No. 16 sieve, using only enough water for handling and placing.
- C. Repairing Formed Surfaces: Surface defects include color and texture irregularities, cracks, spalls, air bubbles, honeycombs, rock pockets, fins and other projections on the surface, and stains and other discolorations that cannot be removed by cleaning. Remove and replace concrete having defective surfaces if defects cannot be repaired to the satisfaction of the Engineer.
  - 1. Immediately after form removal, cut out honeycombs, rock pockets, holes left by tie rods and bolts, and voids more than 1/4 inch in any dimension to solid concrete. Limit cut depth to 3/4 inch. Make edges of cuts perpendicular to concrete surface. Clean, dampen with water, and brush-coat holes and voids with bonding agent. Fill and compact with patching mortar before bonding agent has dried. Fill form-tie voids with patching mortar or cone plugs secured in place with bonding agent.
  - 2. Repair defects on surfaces exposed to view by blending white portland cement and standard portland cement so that, when dry, patching mortar will match surrounding color. Patch a test area at inconspicuous locations to verify mixture and color match before proceeding with patching. Compact mortar in place and strike off slightly higher than surrounding surface.
  - 3. Repair defects on concealed formed surfaces that affect concrete's durability and structural performance as determined by Engineer. If defects cannot be repaired to the satisfaction of the Engineer, remove and replace the concrete.
- D. Repairing Unformed Surfaces: Test unformed surfaces, such as slabs, for finish and verify surface tolerances specified for each surface. Correct low and high areas. Test surfaces sloped to drain for trueness of slope and smoothness; use a sloped template.
  - Repair finished surfaces containing defects. Surface defects include spalls, popouts, honeycombs, rock pockets, crazing and cracks in excess of 0.01 inch wide or that penetrate to reinforcement or completely through unreinforced sections regardless of width, and other objectionable conditions.
  - 2. After concrete has cured at least 14 days, correct high areas by grinding.
  - 3. Correct localized low areas during or immediately after completing surface finishing operations by cutting out low areas and replacing with patching mortar. Finish repaired areas to blend into adjacent concrete.
  - 4. Correct other low areas scheduled to remain exposed with a repair topping when acceptable to the Engineer. Cut out low areas to ensure a minimum repair topping depth of 1/4 inch to match adjacent floor elevations. Prepare, mix, and apply repair topping and primer according to manufacturer's written instructions to produce a smooth, uniform, plane, and level surface.
  - 5. Repair defective areas, except random cracks and single holes 1 inch or less in diameter, by cutting out and replacing with fresh concrete. Remove defective areas with clean, square cuts and expose steel reinforcement with at least a 3/4-inch clearance all around. Dampen concrete surfaces in contact with patching concrete and apply bonding agent. Mix patching concrete of same materials and mixture as original concrete except without coarse aggregate. Place, compact, and finish to blend with adjacent finished concrete. Cure in same manner as adjacent concrete.
  - 6. Repair random cracks and single holes 1 inch or less in diameter with patching mortar when acceptable to the Engineer. Groove top of cracks and cut out holes to sound concrete and clean off dust, dirt, and loose particles. Dampen cleaned concrete surfaces and apply bonding agent. Place patching mortar before bonding agent has dried. Compact patching mortar and finish to match adjacent concrete. Keep patched area continuously moist for at least 72 hours.
- E. Perform structural repairs of concrete, subject to Engineer's approval for method and procedure, using epoxy adhesive and patching mortar.
- F. Repair materials and installation not specified above may be used, subject to Engineer's approval.

### 3.15 ADHESIVE ANCHORING

- A. All adhesive anchoring to be performed in accordance with the manufacturer's recommendations.
- B. Drill appropriate sized hole to the required depth with rotary hammer drill and carbide drill bit.
- C. Clean hole of all dust, debris and standing water with a nylon brush and compressed air.
- D. Prepare adhesive in accordance with the manufacturer's requirements and follow required procedures for placement during cold weather applications.
- E. Check initial adhesive color with provided color chart.
- F. Inject adhesive into base of hole. Provide dosage control screens for overhead applications.
- G. Install threaded anchor or reinforcing. Adhesive is to coat the entire length of hole and insert.
- H. All adhesive to set prior to disturbing insert.

#### 3.16 ANCHOR ROD PLACEMENT

- A. All anchor rods placed in new concrete are to be set using a plywood or steel template to secure the anchor rods in their proper location and elevation.
  - 1. Secure template to formwork to ensure proper alignment.
  - 2. Anchor rods to be secured in place prior to start of concreting.
  - Contractor's option to provide plastic anchor rod sleeves to allow for minor adjustments of anchor rod locations. Sleeves are to be fully grouted with non-shrink grout prior to grouting of leveling or base plates.
  - 4. Non-shrink grout to be installed and attain the required 7-day design strength at all locations of base plates with leveling nuts prior to the placement of supported structural slabs.
- B. All anchor rods and epoxy grouted reinforcing placed in existing concrete are to be set in epoxy grout for the entire length of required embedment.
  - 1. Hole in existing concrete to be sized, drilled, cleaned and prepared in accordance with the epoxy grout supplier's requirements.
  - 2. Epoxy grout is to be installed per manufacturer's requirements. Maintain temperature of grout to required levels during cold weather.
- C. An anchor rod is considered out of tolerance if the non-adjusted, cast plan location is not within 1/4-inch of the required plan location, and if the anchor rod projection is not within 1/2-inch the required projection. Anchor rods that are considered out of tolerance are rejected and are to be repaired and/or replaced as required by the Engineer at no cost to the Owner.
- D. All anchor rods that have been repaired or modified are to be load tested as directed by the Engineer of Record. Owner's testing lab to perform load test as directed by the Engineer of Record. Contractor to pay for all costs associated with load testing. Contractor is also responsible for all costs associated with additional repairs including design services of the Engineer of Record if load test fails.

# 3.17 PLACEMENT OF NON-SHRINK GROUT

A. Non-shrink grout beneath base plates and bearing plates is to be formed and placed as a flowable mix.

B. All manufacturer's requirements for mixing, placement, cold/hot weather requirements, surface preparation, curing and protection are to be followed.

#### 3.18 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.
- B. Concrete Tests: Testing of composite samples of fresh concrete obtained according to ASTM C 172 shall be performed according to the following requirements:
  - 1. Testing Frequency: Obtain one composite sample for each day's pour of each concrete, plus one set for each additional 50 cu. yd. or fraction thereof.
    - a. When frequency of testing will provide fewer than five compressive-strength tests for each concrete mixture, testing shall be conducted from at least five randomly selected batches or from each batch if fewer than five are used.
  - 2. The Contractor shall notify the Owner's inspection agency 24 hours prior to placing concrete to inspect secured reinforcing. No concrete shall be placed until reinforcing has been inspected by the Owner's testing and inspection agency.
  - 3. When concrete is pumped, test cylinders shall be made from concrete taken at discharge end of the pumping train.
  - 4. Slump: ASTM C 143/C 143M; one test at point of placement for each composite sample, but not less than one test for each day's pour of each concrete mixture. Perform additional tests when concrete consistency appears to change.
  - 5. Air Content: ASTM C 231, pressure method, for normal-weight concrete; one test for each composite sample at point of placement, but not less than one test for each day's pour of each concrete mixture. First truck to be tested of each placement. If first truck does not meet project requirements, test each additional truckload until two passing results are obtained.
  - 6. Concrete Temperature: ASTM C 1064/C 1064M; one test hourly when air temperature is 40 deg F and below and when 80 deg F and above, and one test for each composite sample.
  - 7. Compression Test Specimens: ASTM C 31/C 31M.
    - Cast and laboratory cure one set of four standard cylinder specimens for each composite sample, unless otherwise directed.
    - b. Provide one set of field cured cylinders for each concrete type for any days that are less than or expected to be less than 40 deg. F within 24 hours after concrete placement. Fieldcured cylinders to be cured under the same conditions and temperatures as the cast-inplace concrete.
  - 8. Compressive-Strength Tests: ASTM C 39/C 39M; test one specimen at 7 days and two specimens at 28 days, and one specimen retained in reserve for later testing if required.
    - a. Test field-cured specimens as indicated for laboratory-cured specimens.
  - 9. When strength of field-cured cylinders is less than 85 percent of companion laboratory-cured cylinders, Contractor shall evaluate operations and provide corrective procedures for protecting and curing in-place concrete.
  - 10. Strength of each concrete mixture will be considered satisfactory if every average of any three consecutive compressive-strength tests equals or exceeds specified compressive strength and no compressive-strength test value falls below specified compressive strength by more than 500 psi.
  - 11. Test results shall be reported in writing to Structural Engineer, concrete manufacturer, and Contractor within 24 hours of testing. Reports of compressive-strength tests shall contain Project identification name and number, date of concrete placement, name of concrete testing and inspecting agency, location of concrete batch in Work, design compressive strength at 28 days,

Page 18 of 18

- concrete mixture proportions and materials, compressive breaking strength, and type of break for both 7- and 28-day tests.
- 12. Nondestructive Testing: Impact hammer, sonoscope, or other nondestructive device may be permitted by Engineer but will not be used as sole basis for approval or rejection of concrete.
- 13. Additional Tests: Testing and inspecting agency shall make additional tests of concrete when test results indicate that slump, air entrainment, compressive strengths, or other requirements have not been met, as directed by Engineer. Testing and inspecting agency may conduct tests to determine adequacy of concrete by cored cylinders complying with ASTM C 42/C 42M or by other methods as directed by Engineer.
- 14. Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.
- 15. Correct deficiencies in the Work that test reports and inspections indicate do not comply with the Contract Documents.

# C. Inspection of Adhesive Anchoring:

 Testing agency shall randomly review anchoring procedures to verify conformance with manufacturer's installation requirements. Witness approximately 25 percent of total. The percentage of adhesive anchoring witnessed may be modified by the Structural Engineer of Record, depending upon initial results.

# D. Sampling and Testing of Non-Shrink Grout:

- 1. Owner's testing agency is to cast one set of six (6) 2" x 2" cubes of grout for each 10 cu. ft. of grout or fraction thereof for each day's grouting. Test two cubes at seven days, two cubes at 28 days, with two cubes retained in reserve for later testing if required. If test results for any strength test are below the required strength, the grout is rejected and is to be replaced at no cost to the Owner.
- 2. Sampling, curing, and testing to be in conformance with ASTM C 1107. Molds utilized shall be made of brass or steel.
- Testing agency is to note the location of all grouted plates represented by each set of grout cylinders.
- 4. The contractor shall notify the Owner's testing agency laboratory 24 hours before grout placement and shall cooperate in the making of cylinders by the testing laboratory.

END OF SECTION 033000 03/23/2018

#### SECTION 040120.63 - BRICK MASONRY REPAIR

### 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:
  - 1. Repairing brick masonry, including replacing units.
  - 2. Removing abandoned anchors.
  - 3. Painting steel uncovered during the work.

#### 1.3 DEFINITIONS

- A. Low-Pressure Spray: 100 to 400 psi; 4 to 6 gpm.
- B. Rebuilding (Setting) Mortar: Mortar used to set and anchor masonry in a structure, distinct from pointing mortar installed after masonry is set in place.
- C. Saturation Coefficient: Ratio of the weight of water absorbed during immersion in cold water to weight absorbed during immersion in boiling water; used as an indication of resistance of masonry units to freezing and thawing.

#### 1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product.
  - 1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes.
  - 2. Include recommendations for product application and use. Include test data substantiating that products comply with requirements.

## 1.5 QUALITY ASSURANCE

A. Quality-Control Program: Prepare a written quality-control program for this Project to systematically demonstrate the ability of personnel to properly follow methods and use materials and tools without damaging masonry. Include provisions for supervising performance and preventing damage.

# 1.6 DELIVERY, STORAGE, AND HANDLING

A. Deliver masonry units to Project site strapped together in suitable packs or pallets or in heavy-duty cartons and protected against impact and chipping.

- B. Deliver packaged materials to Project site in manufacturer's original and unopened containers, labeled with manufacturer's name and type of products.
- C. Store cementitious materials on elevated platforms, under cover, and in a dry location. Do not use cementitious materials that have become damp.
- D. Store hydrated lime in manufacturer's original and unopened containers. Discard lime if containers have been damaged or have been opened for more than two days.
- E. Store sand where grading and other required characteristics can be maintained and contamination avoided.
- F. Handle masonry units to prevent overstressing, chipping, defacement, and other damage.

#### 1.7 FIELD CONDITIONS

- A. Weather Limitations: Proceed with installation only when existing and forecasted weather conditions permit brick masonry repair work to be performed according to product manufacturers' written instructions and specified requirements.
- B. Temperature Limits, General: Repair masonry units only when air temperature is between 40 and 90 deg F and is predicted to remain so for at least seven days after completion of the Work unless otherwise indicated.
- C. Cold-Weather Requirements: Comply with the following procedures for masonry repair unless otherwise indicated:
  - 1. When air temperature is below 40 deg F, heat mortar ingredients, masonry repair materials, and existing masonry walls to produce temperatures between 40 and 120 deg F.
  - 2. When mean daily air temperature is below 40 deg F, provide enclosure and heat to maintain temperatures above 32 deg F within the enclosure for seven days after repair.
- D. Hot-Weather Requirements: Protect masonry repairs when temperature and humidity conditions produce excessive evaporation of water from mortar and repair materials. Provide artificial shade and wind breaks, and use cooled materials as required to minimize evaporation. Do not apply mortar to substrates with temperatures of 90 deg F and above unless otherwise indicated.
- E. For manufactured repair materials, perform work within the environmental limits set by each manufacturer.

# PART 2 - PRODUCTS

### 2.1 MATERIALS, GENERAL

A. Source Limitations: Obtain each type of material for repairing brick masonry (brick, cement, sand, etc.) from single source with resources to provide materials of consistent quality in appearance and physical properties.

## 2.2 MASONRY MATERIALS

A. Face Brick: As required to complete brick masonry repair work. Salvage brick from demolition areas for reuse as needed.

- 1. Brick Matching Existing: If additional brick is required, units with colors, color variation within units, surface texture, size, and shape that match existing brickwork.
  - a. For existing brickwork that exhibits a range of colors or color variation within units, provide brick that proportionally matches that range and variation rather than brick that matches an individual color within that range.
- B. Building Brick: ASTM C 62, of same vertical dimension as face brick, for masonry work concealed from view.
  - 1. Grade SW where in contact with earth.

### 2.3 MORTAR MATERIALS

- A. Portland Cement: ASTM C 150/C 150M, Type I or Type II, except Type III may be used for cold-weather construction; white or gray, or both where required for color matching of mortar.
  - Provide cement containing not more than 0.60 percent total alkali when tested according to ASTM C 114.
- B. Hydrated Lime: ASTM C 207, Type S.
- C. Masonry Cement: ASTM C 91/C 91M.
  - 1. Basis-of-Design Product: Subject to compliance with requirements, provide product by one of the following:
    - a. Cemex S.A.B. de C.V.
    - b. Essroc.
    - c. Hanson Brick and Tile;Lehigh Hanson.
    - d. Holcim (US) Inc.
    - e. Lafarge North America Inc.
    - f. QUIKRETE.
- D. Mortar Cement: ASTM C 1329/C 1329M.
  - 1. Basis-of-Design Product: Subject to compliance with requirements, provide product indicated on Drawings or comparable product by one of the following:
    - a. Lafarge North America Inc.
- E. Mortar Sand: ASTM C 144.
  - 1. Exposed Mortar: Match size, texture, and gradation of existing mortar sand as closely as possible. Blend several sands if necessary to achieve suitable match.
  - 2. Colored Mortar: Natural sand or ground marble, granite, or other sound stone of color necessary to produce required mortar color.
- F. Mortar Pigments: ASTM C 979/C 979M, compounded for use in mortar mixes, and having a record of satisfactory performance in masonry mortars.
  - 1. Basis-of-Design Product: Subject to compliance with requirements, provide product indicated on Drawings or comparable product by one of the following:
    - a. Davis Colors.

- b. LANXESS Corporation.
- c. Solomon Colors, Inc.
- G. Water: Potable.

#### 2.4 MANUFACTURED REPAIR MATERIALS

- A. Brick Patching Compound: Factory-mixed cementitious product that is custom manufactured for patching brick masonry.
  - 1. Basis-of-Design Product: Subject to compliance with requirements, provide product indicated on Drawings or comparable product by one of the following:
    - a. Cathedral Stone Products, Inc.
    - b. Conproco Corporation.
    - c. Edison Coatings, Inc.
  - 2. Use formulation that is vapor and water permeable (equal to or more than the masonry unit), exhibits low shrinkage, has lower modulus of elasticity than masonry units being repaired, and develops high bond strength to all types of masonry.
  - 3. Use formulation having working qualities and retardation control to permit forming and sculpturing where necessary.
  - 4. Formulate patching compound in colors and textures to match each masonry unit being patched. Provide sufficient number of colors to enable matching of the color, texture, and variation of each unit.

### 2.5 ACCESSORY MATERIALS

- A. Setting Buttons and Shims: Resilient plastic, nonstaining to masonry, sized to suit joint thicknesses and bed depths of masonry units, less the required depth of pointing materials unless removed before pointing.
- B. Masking Tape: Nonstaining, nonabsorbent material; compatible with mortar, joint primers, sealants, and surfaces adjacent to joints; and that easily comes off entirely, including adhesive.
- C. Antirust Coating: Fast-curing, lead- and chromate-free, self-curing, universal modified-alkyd primer according to MPI #23 (surface-tolerant, anticorrosive metal primer) or SSPC-Paint 20 or SSPC-Paint 29 zinc-rich coating.
  - Surface Preparation: Use coating requiring no better than SSPC-SP 2, "Hand Tool Cleaning" surface preparation according to manufacturer's literature or certified statement.
  - 2. VOC Limit: Use coating with a VOC content of 400 g/L or less.
- D. Other Products: Select materials and methods of use based on the following, subject to approval of a mockup:
  - 1. Previous effectiveness in performing the work involved.
  - 2. Minimal possibility of damaging exposed surfaces.
  - 3. Consistency of each application.
  - 4. Uniformity of the resulting overall appearance.
  - 5. Do not use products or tools that could leave residue on surfaces.

### 2.6 MORTAR MIXES

- A. Measurement and Mixing: Measure cementitious materials and sand in a dry condition by volume or equivalent weight. Do not measure by shovel; use known measure. Mix materials in a clean, mechanical batch mixer.
- B. Colored Mortar: Produce mortar of color required by using specified ingredients. Do not alter specified proportions without Architect's approval.
  - 1. Mortar Pigments: Where mortar pigments are indicated, do not add pigment exceeding 10 percent by weight of the cementitious or binder materials, except for carbon black which is limited to 2 percent, unless otherwise demonstrated by a satisfactory history of performance.
- C. Do not use admixtures in mortar unless otherwise indicated.
- D. Mixes: Mix mortar materials in the following proportions:
  - 1. Rebuilding (Setting) Mortar by Type: ASTM C 270, Proportion Specification, Type N unless otherwise indicated; with cementitious material limited to portland cement and lime.
  - Pigmented, Colored Mortar: Add mortar pigments to produce exposed, setting (rebuilding) mortar of colors required.

### PART 3 - EXECUTION

### 3.1 PROTECTION

- A. Prevent mortar from staining face of surrounding masonry and other surfaces.
  - 1. Cover sills, ledges, and other projecting items to protect them from mortar droppings.
  - 2. Keep wall area wet below rebuilding and repair work to discourage mortar from adhering.
  - 3. Immediately remove mortar splatters in contact with exposed masonry and other surfaces.

# 3.2 MASONRY REPAIR, GENERAL

A. Appearance Standard: Repaired surfaces are to have a uniform appearance as viewed from 10 feet away by Architect.

## 3.3 ABANDONED ANCHOR REMOVAL

- A. Remove abandoned anchors, brackets, wood nailers, and other extraneous items no longer in use unless indicated to remain.
  - 1. Remove items carefully to avoid spalling or cracking masonry.
  - 2. Notify Architect before proceeding if an item cannot be removed without damaging surrounding masonry. Do the following where directed:
    - a. Cut or grind off item approximately 3/4 inch beneath surface and core drill a recess of same depth in surrounding masonry as close around item as practical.
    - b. Immediately paint exposed end of item with two coats of antirust coating, following coating manufacturer's written instructions and without exceeding manufacturer's recommended dry film thickness per coat. Keep paint off sides of recess.

3. Patch hole where each item was removed unless directed to remove and replace masonry unit.

#### 3.4 BRICK REMOVAL AND REPLACEMENT

- A. At locations indicated, remove bricks required by demolition to be reused as required. Carefully remove entire units from joint to joint, without damaging surrounding masonry, in a manner that permits replacement with full-size units.
  - 1. When removing single bricks, remove material from center of brick and work toward outside edges.
- B. Support and protect remaining masonry that surrounds removal area.
- C. Maintain flashing, reinforcement, lintels, and adjoining construction in an undamaged condition. Coordinate with new flashing, reinforcement, and lintels.
- D. Notify Architect of unforeseen detrimental conditions including voids, cracks, bulges, and loose units in existing masonry backup, rotted wood, rusted metal, and other deteriorated items.
- E. Remove in an undamaged condition as many whole bricks as possible.
  - 1. Remove mortar, loose particles, and soil from brick by cleaning with hand chisels, brushes, and water.
  - 2. Remove sealants by cutting close to brick with utility knife and cleaning with solvents.
  - 3. Store brick for reuse. Store off ground, on skids, and protected from weather.
  - 4. Deliver cleaned brick not required for reuse to Owner unless otherwise indicated.
- F. Clean masonry surrounding removal areas by removing mortar, dust, and loose particles in preparation for brick replacement.
- G. Replace removed damaged brick with other removed brick in good condition, where possible, or with new brick matching existing brick. Do not use broken units unless they can be cut to usable size.
- H. Install replacement brick into bonding and coursing pattern of existing brick. If cutting is required, use a motor-driven saw designed to cut masonry with clean, sharp, unchipped edges.
  - 1. Maintain joint width for replacement units to match existing joints.
  - 2. Use setting buttons or shims to set units accurately spaced with uniform joints.
- I. Lay replacement brick with rebuilding (setting) mortar and with completely filled bed, head, and collar joints. Butter ends with enough mortar to fill head joints and shove into place. Wet both replacement and surrounding bricks that have ASTM C 67 initial rates of absorption (suction) of more than 30 g/30 sq. in. per min. Use wetting methods that ensure that units are nearly saturated but surface is dry when laid.
  - 1. Tool exposed mortar joints in repaired areas to match joints of surrounding existing brickwork.
  - 2. Rake out mortar used for laying brick before mortar sets according to Section 040120.64 "Brick Masonry Repointing." Point at same time as repointing of surrounding area.
  - 3. When mortar is hard enough to support units, remove shims and other devices interfering with pointing of joints.
- J. Curing: Cure mortar by maintaining in thoroughly damp condition for at least 72 consecutive hours, including weekends and holidays.
  - 1. Hairline cracking within the mortar or mortar separation at edge of a joint is unacceptable. Completely remove such mortar and repoint.

### 3.5 PAINTING STEEL UNCOVERED DURING THE WORK

- A. Notify Architect if steel is exposed during masonry removal. Where Architect determines that steel is structural, or for other reasons cannot be totally removed, prepare and paint it as follows:
  - 1. Surface Preparation: Remove paint, rust, and other contaminants according to SSPC-SP 2, "Hand Tool Cleaning", as applicable to comply with paint manufacturer's recommended preparation.
  - 2. Antirust Coating: Immediately paint exposed steel with two coats of antirust coating, following coating manufacturer's written instructions and without exceeding manufacturer's recommended rate of application (dry film thickness per coat).
- B. If on inspection and rust removal, the thickness of a steel member is found to be reduced from rust by more than 1/16 inch, notify Architect before proceeding.

### 3.6 MASONRY UNIT PATCHING

- A. Patch the following masonry units unless another type of repair or replacement is indicated:
  - 1. Units indicated to be patched.
  - 2. Units with holes.
  - 3. Units with chipped edges or corners.
  - 4. Units with small areas of deep deterioration. Patch deep deteriorations measuring more than 3/4 inch in least dimension and more than 1/4 inch deep.
- B. Remove and replace existing patches unless otherwise indicated or approved by Architect.
- C. Patching Bricks:
  - 1. Remove loose material from masonry surface. Carefully remove additional material so patch does not have feathered edges but has square or slightly undercut edges on area to be patched and is at least 1/4 inch thick, but not less than recommended in writing by patching compound manufacturer.
  - 2. Mask adjacent mortar joint or rake out for repointing if patch extends to edge of masonry unit.
  - 3. Mix patching compound in individual batches to match each unit being patched. Combine one or more colors of patching compound, as needed, to produce exact match.
  - 4. Rinse surface to be patched and leave damp, but without standing water.
  - 5. Brush-coat surfaces with slurry coat of patching compound according to manufacturer's written instructions.
  - 6. Place patching compound in layers as recommended in writing by patching compound manufacturer, but not less than 1/4 inch or more than 2 inches thick. Roughen surface of each layer to provide a key for next layer.
  - 7. Trowel, scrape, or carve surface of patch to match texture and surrounding surface plane or contour of masonry unit. Shape and finish surface before or after curing, as determined by testing, to best match existing masonry unit.
  - 8. Keep each layer damp for 72 hours or until patching compound has set.
  - 9. Remove and replace patches with hairline cracks or that show separation from brick at edges, and those that do not match adjoining brick in color or texture.

# 3.7 FINAL CLEANING

- A. After mortar has fully hardened, thoroughly clean exposed masonry surfaces of excess mortar and foreign matter; use wood scrapers, stiff-nylon or -fiber brushes, and clean water applied by low-pressure spray.
  - 1. Do not use metal scrapers or brushes.
  - 2. Do not use acidic or alkaline cleaners.

- B. Clean adjacent nonmasonry surfaces. Use detergent and soft brushes or cloths.
- C. Clean mortar and debris from roof; remove debris from gutters and downspouts. Rinse off roof and flush gutters and downspouts.
- D. Remove masking materials, leaving no residues that could trap dirt.

### 3.8 FIELD QUALITY CONTROL

- A. Testing Agency: Owner will engage a qualified testing agency to perform tests and inspections. Allow inspectors use of lift devices and scaffolding, as needed, to perform inspections.
- B. Architect's Project Representatives: Architect will assign Project representatives to help carry out Architect's responsibilities at the site, including observing progress and quality of portion of the Work completed. Allow Architect's Project representatives use of lift devices and scaffolding, as needed, to observe progress and quality of portion of the Work completed.
- C. Notify inspectors and Architect's Project representatives in advance of times when lift devices and scaffolding will be relocated. Do not relocate lift devices and scaffolding until inspectors and Architect's Project representatives have had reasonable opportunity to make inspections and observations of work areas at lift device or scaffold location.

### 3.9 MASONRY WASTE DISPOSAL

- A. Salvageable Materials: Unless otherwise indicated, excess masonry materials are Contractor's property.
- B. Masonry Waste: Remove masonry waste and legally dispose of off Owner's property.

END OF SECTION 040120.63

#### SECTION 042200 - CONCRETE UNIT MASONRY

# 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:
  - 1. Concrete masonry units.
  - 2. Mortar and grout.
  - 3. Steel reinforcing bars.
  - 4. Masonry-joint reinforcement.
  - 5. Miscellaneous masonry accessories.
  - 6. Masonry-cell fill.
- B. Related Requirements:
  - 1. Section 033000 "Cast-in-Place Concrete" for installing dovetail slots for masonry anchors.

# 1.3 DEFINITIONS

- A. CMU(s): Concrete masonry unit(s).
- B. Reinforced Masonry: Masonry containing reinforcing steel in grouted cells.

## 1.4 ACTION SUBMITTALS

A. Product Data: For each type of product.

# 1.5 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For testing agency.
- B. Material Certificates: For each type and size of the following:
  - 1. Masonry units.
    - Include data on material properties and material test reports substantiating compliance with requirements.
  - 2. Integral water repellant used in CMUs.
  - 3. Cementitious materials. Include name of manufacturer, brand name, and type.
  - 4. Mortar admixtures.

- 5. Preblended, dry mortar mixes. Include description of type and proportions of ingredients.
- 6. Grout mixes. Include description of type and proportions of ingredients.
- 7. Reinforcing bars.
- 8. Joint reinforcement.
- 9. Anchors, ties, and metal accessories.
- C. Mix Designs: For each type of mortar and grout. Include description of type and proportions of ingredients.
  - Include test reports for mortar mixes required to comply with property specification. Test according to ASTM C 109/C 109M for compressive strength, ASTM C 1506 for water retention, and ASTM C 91/C 91M for air content.
  - 2. Include test reports, according to ASTM C 1019, for grout mixes required to comply with compressive strength requirement.
- D. Statement of Compressive Strength of Masonry: For each combination of masonry unit type and mortar type, provide statement of average net-area compressive strength of masonry units, mortar type, and resulting net-area compressive strength of masonry determined according to TMS 602/ACI 530.1/ASCE 6.
- E. Cold-Weather and Hot-Weather Procedures: Detailed description of methods, materials, and equipment to be used to comply with requirements.

#### 1.6 QUALITY ASSURANCE

A. Testing Agency Qualifications: Qualified according to ASTM C 1093 for testing indicated.

# 1.7 DELIVERY, STORAGE, AND HANDLING

- A. Store masonry units on elevated platforms in a dry location. If units are not stored in an enclosed location, cover tops and sides of stacks with waterproof sheeting, securely tied. If units become wet, do not install until they are dry.
- B. Store cementitious materials on elevated platforms, under cover, and in a dry location. Do not use cementitious materials that have become damp.
- C. Store aggregates where grading and other required characteristics can be maintained and contamination avoided.
- D. Deliver preblended, dry mortar mix in moisture-resistant containers. Store preblended, dry mortar mix in delivery containers on elevated platforms in a dry location or in covered weatherproof dispensing silos.
- E. Store masonry accessories, including metal items, to prevent corrosion and accumulation of dirt and oil.

### 1.8 FIELD CONDITIONS

- A. Protection of Masonry: During construction, cover tops of walls, projections, and sills with waterproof sheeting at end of each day's work. Cover partially completed masonry when construction is not in progress.
  - 1. Extend cover a minimum of 24 inches down both sides of walls, and hold cover securely in place.
- B. Stain Prevention: Prevent grout, mortar, and soil from staining the face of masonry to be left exposed or painted. Immediately remove grout, mortar, and soil that come in contact with such masonry.

- Protect base of walls from rain-splashed mud and from mortar splatter by spreading coverings on ground and over wall surface.
- 2. Protect sills, ledges, and projections from mortar droppings.
- Protect surfaces of window and door frames, as well as similar products with painted and integral finishes, from mortar droppings.
- 4. Turn scaffold boards near the wall on edge at the end of each day to prevent rain from splashing mortar and dirt onto completed masonry.
- C. Cold-Weather Requirements: Do not use frozen materials or materials mixed or coated with ice or frost. Do not build on frozen substrates. Remove and replace unit masonry damaged by frost or by freezing conditions. Comply with cold-weather construction requirements contained in TMS 602/ACI 530.1/ASCE 6.
  - Cold-Weather Cleaning: Use liquid cleaning methods only when air temperature is 40 deg F and higher and will remain so until masonry has dried, but not less than seven days after completing cleaning.
- D. Hot-Weather Requirements: Comply with hot-weather construction requirements contained in TMS 602/ACI 530.1/ASCE 6.

#### PART 2 - PRODUCTS

### 2.1 MANUFACTURERS

- A. Source Limitations for Masonry Units: Obtain exposed masonry units of a uniform texture and color, or a uniform blend within the ranges accepted for these characteristics, from single source from single manufacturer for each product required.
- B. Source Limitations for Mortar Materials: Obtain mortar ingredients of a uniform quality, including color for exposed masonry, from single manufacturer for each cementitious component and from single source or producer for each aggregate.

# 2.2 PERFORMANCE REQUIREMENTS

- A. Provide unit masonry that develops indicated net-area compressive strengths at 28 days.
  - Determine net-area compressive strength of masonry from average net-area compressive strengths of masonry units and mortar types (unit-strength method) according to TMS 602/ACI 530.1/ASCE 6.
  - Determine net-area compressive strength of masonry by testing masonry prisms according to ASTM C 1314.

# 2.3 UNIT MASONRY, GENERAL

- A. Masonry Standard: Comply with TMS 602/ACI 530.1/ASCE 6 except as modified by requirements in the Contract Documents.
- B. Defective Units: Referenced masonry unit standards may allow a certain percentage of units to contain chips, cracks, or other defects exceeding limits stated. Do not use units where such defects are exposed in the completed Work.
- C. Fire-Resistance Ratings: Comply with requirements for fire-resistance-rated assembly designs indicated.

1. Where fire-resistance-rated construction is indicated, units shall be listed and labeled by a qualified testing agency acceptable to authorities having jurisdiction.

### 2.4 CONCRETE MASONRY UNITS

- A. Shapes: Provide shapes indicated and as follows, with exposed surfaces matching exposed faces of adjacent units unless otherwise indicated.
  - 1. Provide special shapes for lintels, corners, jambs, sashes, movement joints, headers, bonding, and other special conditions.
- B. CMUs: ASTM C 90.
  - 1. Unit Compressive Strength: Provide units with minimum average net-area compressive strength of [2150 psi] [2800 psi] [3050 psi].
  - 2. Density Classification: [Lightweight] [Medium weight] [Normal weight] unless otherwise indicated].
  - 3. Size (Width): Manufactured to dimensions 3/8 inch less-than-nominal dimensions.
  - 4. Exposed Faces: Provide color and texture matching the range represented by Architect's sample.
  - 5. Faces to Receive Plaster: Where units are indicated to receive a direct application of plaster, provide textured-face units made with gap-graded aggregates.

### 2.5 MORTAR AND GROUT MATERIALS

- A. Portland Cement: ASTM C 150/C 150M, Type I or II, except Type III may be used for cold-weather construction. Provide natural color or white cement as required to produce mortar color indicated.
  - 1. Alkali content shall not be more than 0.1 percent when tested according to ASTM C 114.
- B. Hydrated Lime: ASTM C 207, Type S.
- C. Portland Cement-Lime Mix: Packaged blend of portland cement and hydrated lime containing no other ingredients.
- D. Masonry Cement: ASTM C 91/C 91M.
- E. Mortar Cement: ASTM C 1329/C 1329M.
- F. Aggregate for Mortar: ASTM C 144.
  - For mortar that is exposed to view, use washed aggregate consisting of natural sand or crushed stone.
  - 2. For joints less than 1/4 inch thick, use aggregate graded with 100 percent passing the No. 16 sieve.
  - 3. White-Mortar Aggregates: Natural white sand or crushed white stone.
  - 4. Colored-Mortar Aggregates: Natural sand or crushed stone of color necessary to produce required mortar color.
- G. Aggregate for Grout: ASTM C 404.
- H. Cold-Weather Admixture: Nonchloride, noncorrosive, accelerating admixture complying with ASTM C 494/C 494M, Type C, and recommended by manufacturer for use in masonry mortar of composition indicated.
- I. Water: Potable.

## 2.6 REINFORCEMENT

- A. Uncoated Steel Reinforcing Bars: ASTM A 615/A 615M or ASTM A 996/A 996M, Grade 60.
- B. Reinforcing Bar Positioners: Wire units designed to fit into mortar bed joints spanning masonry unit cells and to hold reinforcing bars in center of cells. Units are formed from 0.148-inch steel wire, hot-dip galvanized after fabrication. Provide units designed for number of bars indicated.
- C. Masonry-Joint Reinforcement, General: Ladder type complying with ASTM A 951/A 951M.
  - 1. Interior Walls: Hot-dip galvanized carbon steel.
  - 2. Exterior Walls: Hot-dip galvanized carbon steel.
  - 3. Wire Size for Side Rods: 0.148-inch diameter.
  - 4. Wire Size for Cross Rods: 0.148-inch diameter.
  - 5. Spacing of Cross Rods: Not more than 16 inches o.c.
  - 6. Provide in lengths of not less than 10 feet.

### 2.7 TIES AND ANCHORS

- A. General: Ties and anchors shall extend at least 1-1/2 inches into masonry but with at least a 5/8-inch cover on outside face.
- B. Materials: Provide ties and anchors specified in this article that are made from materials that comply with the following unless otherwise indicated:
  - Hot-Dip Galvanized, Carbon-Steel Wire: ASTM A 82/A 82M, with ASTM A 153/A 153M, Class B-2 coating.
- C. Adjustable Anchors for Connecting to Concrete: Provide anchors that allow vertical or horizontal adjustment but resist tension and compression forces perpendicular to plane of wall.
  - 1. Connector Section: Dovetail tabs for inserting into dovetail slots in concrete and attached to tie section; formed from 0.060-inch- thick steel sheet, galvanized after fabrication.
  - 2. Tie Section: Triangular-shaped wire tie made from 0.187-inch- diameter, hot-dip galvanized steel wire.
  - 3. Corrugated-Metal Ties: Metal strips not less than 7/8 inch wide with corrugations having a wavelength of 0.3 to 0.5 inch and an amplitude of 0.06 to 0.10 inch made from 0.060-inch- thick steel sheet, galvanized after fabrication with dovetail tabs for inserting into dovetail slots in concrete.
- D. Partition Top Anchors: 0.105-inch- thick metal plate with a 3/8-inch- diameter metal rod 6 inches long welded to plate and with closed-end plastic tube fitted over rod that allows rod to move in and out of tube. Fabricate from steel, hot-dip galvanized after fabrication.
- E. Rigid Anchors: Fabricate from steel bars 1-1/2 inches wide by 1/4 inch thick by 24 inches long, with ends turned up 2 inches or with cross pins unless otherwise indicated.
  - 1. Corrosion Protection: Hot-dip galvanized to comply with ASTM A 153/A 153M.

### 2.8 MISCELLANEOUS MASONRY ACCESSORIES

A. Compressible Filler: Premolded filler strips complying with ASTM D 1056, Grade 2A1; compressible up to 35 percent; of width and thickness indicated; formulated from neoprene.

- B. Preformed Control-Joint Gaskets: Made from styrene-butadiene-rubber compound, complying with ASTM D 2000, Designation M2AA-805 and designed to fit standard sash block and to maintain lateral stability in masonry wall; size and configuration as indicated.
- C. Bond-Breaker Strips: Asphalt-saturated felt complying with ASTM D 226/D 226M, Type I (No. 15 asphalt felt).

### 2.9 MASONRY-CELL FILL

A. Lightweight-Aggregate Fill: ASTM C 331/C 331M.

#### 2.10 MORTAR AND GROUT MIXES

- A. General: Do not use admixtures, including pigments, air-entraining agents, accelerators, retarders, water-repellent agents, antifreeze compounds, or other admixtures unless otherwise indicated.
  - 1. Do not use calcium chloride in mortar or grout.
  - 2. Use portland cement-lime mortar unless otherwise indicated.
  - 3. For exterior masonry, use portland cement-lime mortar.
  - 4. For reinforced masonry, use portland cement-lime mortar.
  - 5. Add cold-weather admixture (if used) at same rate for all mortar that will be exposed to view, regardless of weather conditions, to ensure that mortar color is consistent.
- B. Preblended, Dry Mortar Mix: Furnish dry mortar ingredients in form of a preblended mix. Measure quantities by weight to ensure accurate proportions, and thoroughly blend ingredients before delivering to Project site.
- C. Mortar for Unit Masonry: Comply with ASTM C 270, Proportion Specification. Provide the following types of mortar for applications stated unless another type is indicated.
  - 1. For reinforced masonry, use Type S.
  - 2. For mortar parge coats, use Type S.
  - 3. For exterior, above-grade, load-bearing and nonload-bearing walls and parapet walls; for interior load-bearing walls; for interior nonload-bearing partitions; and for other applications where another type is not indicated, use Type N.
- D. Grout for Unit Masonry: Comply with ASTM C 476.
  - Use grout of type indicated or, if not otherwise indicated, of type (fine or coarse) that will comply with TMS 602/ACI 530.1/ASCE 6 for dimensions of grout spaces and pour height.
  - 2. Proportion grout in accordance with ASTM C 476, Table 1.
  - 3. Provide grout with a slump of 8 to 11 inches as measured according to ASTM C 143/C 143M.

#### PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
  - 1. For the record, prepare written report, endorsed by Installer, listing conditions detrimental to performance of the Work.

- 2. Verify that foundations are within tolerances specified.
- 3. Verify that reinforcing dowels are properly placed.
- 4. Verify that substrates are free of substances that would impair mortar bond.
- B. Before installation, examine rough-in and built-in construction for piping systems to verify actual locations of piping.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

## 3.2 INSTALLATION, GENERAL

- A. Build chases and recesses to accommodate items specified in this and other Sections.
- B. Leave openings for equipment to be installed before completing masonry. After installing equipment, complete masonry to match construction immediately adjacent to opening.
- C. Use full-size units without cutting if possible. If cutting is required to provide a continuous pattern or to fit adjoining construction, cut units with motor-driven saws; provide clean, sharp, unchipped edges. Allow units to dry before laying unless wetting of units is specified. Install cut units with cut surfaces and, where possible, cut edges concealed.

### 3.3 TOLERANCES

- A. Dimensions and Locations of Elements:
  - 1. For dimensions in cross section or elevation, do not vary by more than plus 1/2 inch or minus 1/4 inch.
  - 2. For location of elements in plan, do not vary from that indicated by more than plus or minus 1/2
  - 3. For location of elements in elevation, do not vary from that indicated by more than plus or minus 1/4 inch in a story height or 1/2 inch total.

### B. Lines and Levels:

- 1. For bed joints and top surfaces of bearing walls, do not vary from level by more than 1/4 inch in 10 feet, or 1/2-inch maximum.
- 2. For conspicuous horizontal lines, such as lintels, sills, parapets, and reveals, do not vary from level by more than 1/8 inch in 10 feet, 1/4 inch in 20 feet, or 1/2-inch maximum.
- 3. For vertical lines and surfaces do not vary from plumb by more than 1/4 inch in 10 feet, 3/8 inch in 20 feet, or 1/2-inch maximum.
- 4. For conspicuous vertical lines, such as external corners, door jambs, reveals, and expansion and control joints, do not vary from plumb by more than 1/8 inch in 10 feet, 1/4 inch in 20 feet, or 1/2-inch maximum.
- 5. For lines and surfaces, do not vary from straight by more than 1/4 inch in 10 feet, 3/8 inch in 20 feet, or 1/2-inch maximum.
- 6. For vertical alignment of exposed head joints, do not vary from plumb by more than 1/4 inch in 10 feet, or 1/2-inch maximum.
- 7. For faces of adjacent exposed masonry units, do not vary from flush alignment by more than 1/16 inch.

### C. Joints:

1. For bed joints, do not vary from thickness indicated by more than plus or minus 1/8 inch, with a maximum thickness limited to 1/2 inch.

- For exposed bed joints, do not vary from bed-joint thickness of adjacent courses by more than 1/8 inch.
- 3. For head and collar joints, do not vary from thickness indicated by more than plus 3/8 inch or minus 1/4 inch.
- 4. For exposed head joints, do not vary from thickness indicated by more than plus or minus 1/8 inch.

#### 3.4 LAYING MASONRY WALLS

- A. Lay out walls in advance for accurate spacing of surface bond patterns with uniform joint thicknesses and for accurate location of openings, movement-type joints, returns, and offsets. Avoid using less-than-half-size units, particularly at corners, jambs, and, where possible, at other locations.
- B. Bond Pattern for Exposed Masonry: Unless otherwise indicated, lay exposed masonry in running bond; do not use units with less-than-nominal 4-inch horizontal face dimensions at corners or jambs.
- C. Lay concealed masonry with all units in a wythe in running bond or bonded by lapping not less than 2 inches. Bond and interlock each course of each wythe at corners. Do not use units with less-than-nominal 4-inch horizontal face dimensions at corners or jambs.
- D. Stopping and Resuming Work: Stop work by stepping back units in each course from those in course below; do not tooth. When resuming work, clean masonry surfaces that are to receive mortar, remove loose masonry units and mortar, and wet brick if required before laying fresh masonry.
- E. Built-in Work: As construction progresses, build in items specified in this and other Sections. Fill in solidly with masonry around built-in items.
- F. Fill space between steel frames and masonry solidly with mortar unless otherwise indicated.
- G. Where built-in items are to be embedded in cores of hollow masonry units, place a layer of metal lath, wire mesh, or plastic mesh in the joint below, and rod mortar or grout into core.
- H. Fill cores in hollow CMUs with grout 24 inches under bearing plates, beams, lintels, posts, and similar items unless otherwise indicated.
- I. Build nonload-bearing interior partitions full height of story to underside of solid floor or roof structure above unless otherwise indicated.
  - 1. Install compressible filler in joint between top of partition and underside of structure above.
  - 2. Fasten partition top anchors to structure above and build into top of partition. Grout cells of CMUs solidly around plastic tubes of anchors and push tubes down into grout to provide 1/2-inch clearance between end of anchor rod and end of tube. Space anchors 48 inches o.c. unless otherwise indicated.
  - 3. Wedge nonload-bearing partitions against structure above with small pieces of tile, slate, or metal. Fill joint with mortar after dead-load deflection of structure above approaches final position.
  - 4. At fire-rated partitions, treat joint between top of partition and underside of structure above.

#### 3.5 MORTAR BEDDING AND JOINTING

- A. Lay hollow CMUs as follows:
  - 1. Bed face shells in mortar and make head joints of depth equal to bed joints.
  - 2. Bed webs in mortar in all courses of piers, columns, and pilasters.
  - 3. Bed webs in mortar in grouted masonry, including starting course on footings.
  - 4. Fully bed entire units, including areas under cells, at starting course on footings where cells are not grouted.

## 3.6 MASONRY-CELL FILL

- A. Pour lightweight-aggregate fill into cavities to fill void spaces. Maintain inspection ports to show presence of fill at extremities of each pour area. Close the ports after filling has been confirmed. Limit the fall of fill to one story high, but not more than 20 feet.
- B. Install molded-polystyrene insulation units into masonry unit cells before laying units.

#### 3.7 MASONRY-JOINT REINFORCEMENT

- A. General: Install entire length of longitudinal side rods in mortar with a minimum cover of 5/8 inch on exterior side of walls, 1/2 inch elsewhere. Lap reinforcement a minimum of 6 inches.
  - 1. Space reinforcement not more than 16 inches o.c.
  - 2. Space reinforcement not more than 8 inches o.c. in foundation walls and parapet walls.
  - 3. Provide reinforcement not more than 8 inches above and below wall openings and extending 12 inches beyond openings in addition to continuous reinforcement.
- B. Interrupt joint reinforcement at control and expansion joints unless otherwise indicated.
- C. Provide continuity at wall intersections by using prefabricated T-shaped units.
- D. Provide continuity at corners by using prefabricated L-shaped units.
- E. Cut and bend reinforcing units as directed by manufacturer for continuity at returns, offsets, column fireproofing, pipe enclosures, and other special conditions.

# 3.8 ANCHORING MASONRY TO STRUCTURAL STEEL AND CONCRETE

- A. Anchor masonry to structural steel and concrete, where masonry abuts or faces structural steel or concrete, to comply with the following:
  - 1. Provide an open space not less than 1/2 inch wide between masonry and structural steel or concrete unless otherwise indicated. Keep open space free of mortar and other rigid materials.
  - 2. Anchor masonry with anchors embedded in masonry joints and attached to structure.
  - 3. Space anchors as indicated, but not more than 24 inches o.c. vertically and 36 inches o.c. horizontally.

## 3.9 CONTROL AND EXPANSION JOINTS

- A. General: Install control- and expansion-joint materials in unit masonry as masonry progresses. Do not allow materials to span control and expansion joints without provision to allow for in-plane wall or partition movement.
- B. Form control joints in concrete masonry using one of the following methods:
  - 1. Fit bond-breaker strips into hollow contour in ends of CMUs on one side of control joint. Fill resultant core with grout, and rake out joints in exposed faces for application of sealant.
  - 2. Install preformed control-joint gaskets designed to fit standard sash block.
  - 3. Install interlocking units designed for control joints. Install bond-breaker strips at joint. Keep head joints free and clear of mortar, or rake out joint for application of sealant.
  - 4. Install temporary foam-plastic filler in head joints, and remove filler when unit masonry is complete for application of sealant.

### 3.10 LINTELS

A. Provide minimum bearing of 8 inches at each jamb unless otherwise indicated.

### 3.11 REINFORCED UNIT MASONRY INSTALLATION

- A. Temporary Formwork and Shores: Construct formwork and shores as needed to support reinforced masonry elements during construction.
  - 1. Construct formwork to provide shape, line, and dimensions of completed masonry as indicated. Make forms sufficiently tight to prevent leakage of mortar and grout. Brace, tie, and support forms to maintain position and shape during construction and curing of reinforced masonry.
  - 2. Do not remove forms and shores until reinforced masonry members have hardened sufficiently to carry their own weight and other loads that may be placed on them during construction.
- B. Placing Reinforcement: Comply with requirements in TMS 602/ACI 530.1/ASCE 6.
- C. Grouting: Do not place grout until entire height of masonry to be grouted has attained enough strength to resist grout pressure.
  - 1. Comply with requirements in TMS 602/ACI 530.1/ASCE 6 for cleanouts and for grout placement, including minimum grout space and maximum pour height.
  - 2. Limit height of vertical grout pours to not more than 60 inches.

### 3.12 PARGING

- A. Parge exterior faces of below-grade masonry walls, where indicated, in two uniform coats to a total thickness of 3/4 inch. Dampen wall before applying first coat, and scarify first coat to ensure full bond to subsequent coat.
- B. Use a steel-trowel finish to produce a smooth, flat, dense surface with a maximum surface variation of 1/8 inch per foot. Form a wash at top of parging and a cove at bottom.
- C. Damp-cure parging for at least 24 hours and protect parging until cured.

### 3.13 REPAIRING, POINTING, AND CLEANING

- A. Remove and replace masonry units that are loose, chipped, broken, stained, or otherwise damaged or that do not match adjoining units. Install new units to match adjoining units; install in fresh mortar, pointed to eliminate evidence of replacement.
- B. Pointing: During the tooling of joints, enlarge voids and holes, except weep holes, and completely fill with mortar. Point up joints, including corners, openings, and adjacent construction, to provide a neat, uniform appearance. Prepare joints for sealant application, where indicated.
- C. In-Progress Cleaning: Clean unit masonry as work progresses by dry brushing to remove mortar fins and smears before tooling joints.
- D. Final Cleaning: After mortar is thoroughly set and cured, clean exposed masonry as follows:
  - Remove large mortar particles by hand with wooden paddles and nonmetallic scrape hoes or chisels.

Page 11 of 11

- Test cleaning methods on sample wall panel; leave one-half of panel uncleaned for comparison purposes. Obtain Architect's approval of sample cleaning before proceeding with cleaning of masonry.
- 3. Protect adjacent stone and nonmasonry surfaces from contact with cleaner by covering them with liquid strippable masking agent or polyethylene film and waterproof masking tape.
- 4. Wet wall surfaces with water before applying cleaners; remove cleaners promptly by rinsing surfaces thoroughly with clear water.
- 5. Clean concrete masonry by applicable cleaning methods indicated in NCMA TEK 8-4A.

### 3.14 MASONRY WASTE DISPOSAL

- A. Salvageable Materials: Unless otherwise indicated, excess masonry materials are Contractor's property. At completion of unit masonry work, remove from Project site.
- B. Waste Disposal as Fill Material: Dispose of clean masonry waste, including excess or soil-contaminated sand, waste mortar, and broken masonry units, by crushing and mixing with fill material as fill is placed.
  - 1. Crush masonry waste to less than 4 inches in each dimension.
  - 2. Mix masonry waste with at least two parts of specified fill material for each part of masonry waste. Fill material is specified in Section 312000 "Earth Moving."
  - 3. Do not dispose of masonry waste as fill within 18 inches of finished grade.
- C. Masonry Waste Recycling: Return broken CMUs not used as fill to manufacturer for recycling.
- D. Excess Masonry Waste: Remove excess clean masonry waste that cannot be used as fill, as described above or recycled, and other masonry waste, and legally dispose of off Owner's property.

END OF SECTION 042200 03/23/2018

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#### SECTION 051200 - STRUCTURAL STEEL FRAMING

### 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:
  - Structural steel.
- B. Related Sections:
  - Section 014500 "Quality Control" for independent testing agency procedures and administrative requirements.
  - Section 033000 "Cast-In-Place Concrete" for materials and installation of expansion and adhesive anchors.
  - 3. Section 053100 "Steel Decking."
  - 4. Section 055119 "Metal Grating Stairs and Railings."

# 1.3 DEFINITIONS

A. Structural Steel: Elements of structural-steel frame, as classified by AISC,s "Code of Standard Practice for Steel Buildings and Bridges," unless otherwise noted.

#### 1.4 PERFORMANCE REQUIREMENTS

- A. Connections: Provide details of connections required by the Contract Documents to be selected or completed by structural-steel fabricator, including comprehensive engineering analysis by a qualified professional engineer, to withstand loads indicated and comply with other information and restrictions indicated.
  - Select and complete connections using schematic details indicated and Specification for Structural Steel Buildings.
  - 2. Use ASD; data are given at service-load level.
- B. Moment Connections: Type FR, fully restrained.

# 1.5 ACTION SUBMITTALS

- A. General: Submit each item in this Article according to the Conditions of the Contract and Division 01 Specification Sections.
- B. Shop drawings shall be reviewed and "checked" by the Fabricator prior to being submitted to the Engineer. Unchecked shop drawings shall be rejected and returned to the Contractor.

- C. Contractor to provide a detailed submittal schedule identifying all submittals and the date they are to be received by BVH Integrated Services, P.C. Submittal schedule to be submitted two weeks prior to the start of the submittal process and updated every two weeks.
- D. Product Data: For each type of product indicated.
- E. Applicable shop standards for the following:
  - 1. All gravity connection details with capacities.
- F. Sample calculations for the following:
  - 1. Simple shear connections including seated connections and skewed connections shall include checks for bolt shear, block shear, web bearing, shear on net section of connection material, bending on net section of connection material, and weld stress as applicable.
  - 2. Beam web stiffeners including checks for compression buckling, crippling, sideways web buckling, local web yielding, and local flange bending as applicable.
  - 3. Moment connections including checks for weld strength, column web shear, local web yielding, compression web buckling, web crippling, and local flange bending as applicable.
  - 4. Other design calculations for connections, as requested by the Engineer.
  - 5. The above referenced standards and calculations must be submitted and approved at least two weeks prior to submitting detailed shop drawings. Shop drawings will not be reviewed until standards and calculations have been approved.
- G. Shop Drawings: Show fabrication of structural-steel components.
  - 1. Erection drawings showing weights and locations of all structural steel members shall be submitted for review prior to the submission of detail drawings. No detail drawings shall be submitted prior to the review of shop standards and erection drawings.
  - 2. Include details of cuts, connections, splices, holes, and other pertinent data.
  - Include embedment drawings.
  - 4. Indicate welds by standard AWS symbols, distinguishing between shop and field welds, and show size, length, and type of each weld. Show backing bars that are to be removed and supplemental fillet welds where backing bars are to remain.
  - 5. Indicate type, size, and length of bolts, distinguishing between shop and field bolts.
  - 6. For structural-steel connections indicated to comply with design loads, include structural analysis data signed and sealed by the qualified professional engineer responsible for their preparation.
- H. Welding Procedure Specifications (WPSs) and Procedure Qualification Records (PQRs): Provide according to AWS D1.1/D1.1M, "Structural Welding Code Steel," for each welded joint qualified by testing, including the following:
  - 1. Power source (constant current or constant voltage).
- I. Fabricator Certificate of Compliance: At the completion of fabrication, the certified fabricator shall submit a Certificate of Compliance to the Building Official stating that the work was performed in accordance with the approved Construction Documents.

# 1.6 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For qualified firms and persons specified in the "Quality Assurance" article who demonstrated their capabilities and experience. Include lists of completed projects with project names and addresses, names and addresses of Architects and Owners, and other information specified.
- B. Welding certificates.

- C. Paint Compatibility Certificates: From manufacturers of topcoats applied over shop primers, certifying that shop primers are compatible with topcoats.
- D. Mill test reports for structural steel, including chemical and physical properties.
- E. Product Test Reports: For the following:
  - 1. Bolts, nuts, and washers including mechanical properties and chemical analysis.
  - 2. Direct-tension indicators.
  - 3. Tension-control, high-strength bolt-nut-washer assemblies.
  - 4. Shop primers.

### 1.7 QUALITY ASSURANCE

- A. No fabrication is to proceed until the Testing Agency has visited the fabrication plant and coordinated all testing and inspection requirements with the fabrication schedule. A minimum of seven days prior to the start of fabrication, the Fabricator is to provide written notice to the Engineer of Record and the Owner's Testing Agency indicating the date fabrication procedures will start. Any fabrication that occurs prior to the coordination visit will be rejected at no cost to the Owner.
- B. Fabricator Qualifications: A qualified fabricator that participates in the AISC Quality Certification Program and is designated an AISC-Certified Plant, Category STD.
- C. Detailer Qualifications: A qualified detailer with a minimum of five years' experience in structural steel detailing of similar projects.
- D. Welding Qualifications: Qualify procedures and personnel according to AWS D1.1/D1.1M, "Structural Welding Code Steel."
  - 1. Present evidence that each welder has satisfactorily passed AWS qualification tests for welded processes involved, and if pertinent, has undergone recertification.
- E. Comply with applicable provisions of the following specifications and documents:
  - 1. AISC 303.
  - 2. AISC 341 and AISC 341s1.
  - 3. AISC 360.
  - 4. RCSC's "Specification for Structural Joints Using ASTM A 325 or A 490 Bolts."
- F. Preinstallation Conference: Conduct conference at Project site.

### 1.8 DELIVERY, STORAGE, AND HANDLING

- A. Store materials to permit easy access for inspection and identification. Keep steel members off ground and spaced by using pallets, dunnage, or other supports and spacers. Protect steel members and packaged materials from corrosion and deterioration.
  - Do not store materials on structure in a manner that might cause distortion, damage, or overload to members or supporting structures. Repair or replace damaged materials or structures as directed.
- B. Store fasteners in a protected place in sealed containers with manufacturer's labels intact.
  - 1. Fasteners may be repackaged provided Owner's testing and inspecting agency observes repackaging and seals containers.

- 2. Clean and relubricate bolts and nuts that become dry or rusty before use.
- 3. Comply with manufacturers' written recommendations for cleaning and lubricating ASTM F 1852 fasteners and for retesting fasteners after lubrication.

#### 1.9 COORDINATION

- A. Coordinate selection of shop primers with topcoats to be applied over them. Comply with paint and coating manufacturers' recommendations to ensure that shop primers and topcoats are compatible with one another.
- B. Coordinate installation of anchorage items to be embedded in or attached to other construction without delaying the Work. Provide setting diagrams, sheet metal templates, instructions, and directions for installation.

### PART 2 - PRODUCTS

### 2.1 STRUCTURAL-STEEL MATERIALS

- A. W-Shapes: ASTM A 992.
- B. Channels, Angles-Shapes: ASTM A 36.
- C. Plate and Bar: ASTM A 36.
- D. Cold-Formed Hollow Structural Sections: ASTM A 500, Grade B, structural tubing.
- E. Steel Pipe: ASTM A 53, Type E or S, Grade B.
  - 1. Weight Class: As indicated.
  - 2. Finish: As indicated.
- F. Welding Electrodes: Comply with AWS requirements.

# 2.2 BOLTS, CONNECTORS, AND ANCHORS

- A. High-Strength Bolts, Nuts, and Washers: ASTM A 325, Type 1, heavy-hex steel structural bolts; ASTM A 563, Grade C, heavy-hex carbon-steel nuts; and ASTM F 436, Type 1, hardened carbon-steel washers; all with plain finish.
  - 1. Galvanized Finish: Hot-dip zinc-coating, ASTM A 153. Class C, where indicated. Retap nuts in accordance with ASTM A385.
- B. High-Strength Bolts, Nuts, and Washers: ASTM A 490, Type 1, heavy-hex steel structural bolts; ASTM A 563, Grade DH, heavy-hex carbon-steel nuts; and ASTM F 436, Type 1, hardened carbon-steel washers with plain finish.
  - 1. Galvanized Finish: Hot-dip zinc-coating, ASTM A 153. Class C, where indicated. Retap nuts in accordance with ASTM A 385.
- C. Unheaded Anchor Rods: ASTM F 1554.
  - 1. Configuration: As indicated.

- 2. Grade: As indicated.
- 3. Nuts: ASTM A 563 hex carbon steel.
- 4. Plate Washers: ASTM A 36 carbon steel.
- 5. Washers: ASTM F 436, Type 1, hardened carbon steel.
- 6. Finish: Plain.
- 7. Galvanized Finish: Hot-dip zinc-coating, ASTM A 153. Class C, where indicated. Retap nuts in accordance with ASTM A 385.
- D. Threaded Rods: ASTM A 36.
  - 1. Nuts: ASTM A 563 hex carbon steel.
  - 2. Washers: ASTM F 436, Type 1, hardened carbon steel.
  - 3. Finish: Plain.

### 2.3 PRIMER

- A. Primer: Fast-curing, lead- and chromate-free, universal modified-alkyd primer with good resistance to normal atmospheric corrosion, complying with performance requirements of FS TT-P-664. Tnemec Series 88HS or approved equivalent.
- B. Galvanizing Repair Paint: High-zinc-dust-content paint for regalvanizing welds and repair painting galvanized steel, with dry film containing not less than 93 percent zinc dust by weight, and complying with DOD-P-21035A or SSPC-Paint 20.
- C. Primer for Exterior Exposed Steel: Tnemec Series 90-97 Tnemec-zinc or approved equivalent.

### 2.4 FABRICATION

- A. Structural Steel: Fabricate and assemble in shop to greatest extent possible. Fabricate according to AISC's "Code of Standard Practice for Steel Buildings and Bridges" and "Specification for Steel Buildings."
  - 1. Fabricate beams with rolling camber up.
  - 2. Identify high-strength structural steel according to ASTM A 6 and maintain markings until structural steel has been erected.
  - 3. Mark and match-mark materials for field assembly.
  - Complete structural-steel assemblies, including welding of units, before starting shop-priming operations.
- B. Thermal Cutting: Perform thermal cutting by machine to greatest extent possible.
  - 1. Plane thermally cut edges to be welded to comply with requirements in AWS D1.1.
- C. Bolt Holes: Drill or punch standard bolt holes perpendicular to metal surfaces.
- D. Finishing: Accurately finish ends of columns and other members transmitting bearing loads.
- E. Cleaning: Clean and prepare steel surfaces that are to remain unpainted according to SSPC-SP 1, "Solvent Cleaning."
- F. Holes: Provide holes required for securing other work to structural steel.
  - 1. Drill or punch holes perpendicular to steel surfaces. Do not thermally cut bolt holes or enlarge holes by burning.
  - 2. Baseplate Holes: Drill, mechanically thermal cut, or punch holes perpendicular to steel surfaces.
  - 3. Weld threaded nuts to framing and other specialty items indicated to receive other work.

### 2.5 SHOP CONNECTIONS

- A. High-Strength Bolts: Shop install high-strength bolts according to RCSC's "Specification for Structural Joints Using ASTM A 325 or A 490 Bolts" for type of bolt and type of joint specified.
  - 1. Joint Type: Snug tightened.
- B. Design of end connections shall be in accordance with the AISC's "Manual of Steel Construction." Field connections may be bolted using 3/4-inch diameter bolts minimum, except where noted welded. A minimum of two bolts per member connection is required.
- C. Beam end connections shall be selected and detailed for 1.25 times the reactions indicated. A minimum connection capacity of 6k shall be provided. Reactions governed by the 6k minimum are designated as such on plan, and need not be increased by the factor of 1.25. For the purpose of bidding only, connections where no end reactions are indicated may be estimated for reaction equal to one-half the allowable uniform load for the beam span. Connections for composite beams with no end reaction indicated may be estimated for 1.5 times one-half the allowable uniform load for the beam span. For design purposes, the Fabricator shall submit a RFI to the Engineer to request values for any reactions that are not indicated.
- D. Connections shall be consistent with Type 2 construction as described in the AISC Specifications, unless otherwise indicated on the Structural Drawings.
- E. All column ends scheduled to receive cap and base plates shall be milled or sawn to ensure full bearing. All surfaces to be welded shall be free from loose scale, rust, grease, paint or other foreign material, except that mill scale which resists vigorous brushing may remain. Joint surfaces shall be free from fins or tears.
- F. Weld Connections: Comply with AWS D1.1 and AWS D1.8 for tolerances, appearances, welding procedure specifications, weld quality, and methods used in correcting welding work.

### 2.6 SHOP PRIMING

- A. Shop prime steel surfaces except the following:
  - 1. Surfaces to be field welded.
  - 2. Surfaces to receive sprayed fire-resistive materials (applied fire-proofing). Steel receiving intumescent paint fire protection shall be primed; coordinate priming requirements with the intumescent paint manufacturer's recommendations.
  - 3. Galvanized surfaces.
- B. Surface Preparation: Clean surfaces to be painted. Remove loose rust and mill scale and spatter, slag, or flux deposits. Prepare surfaces according to the following specifications and standards:
  - 1. SSPC-SP 2, "Hand Tool Cleaning." Provide where standard shop primer is specified.
  - 2. SSPC-SP 6/NACE No. 3, "Commercial Blast Cleaning." Provide where steel is exposed.
- C. Priming: Immediately after surface preparation, apply primer according to manufacturer's written instructions and at rate recommended by SSPC to provide a minimum dry film thickness of 1.5 mils. Use priming methods that result in full coverage of joints, corners, edges, and exposed surfaces.
  - 1. Stripe paint corners, crevices, bolts, welds, and sharp edges.
  - Apply two coats of shop paint to surfaces that are inaccessible after assembly or erection. Change color of second coat to distinguish it from first.

### 2.7 GALVANIZING

- A. Hot-Dip Galvanized Finish: Apply zinc coating by the hot-dip process to structural steel according to ASTM A 123. All zinc material shall meet the chemical requirements for High Grade Zinc according to ASTM B6.
  - 1. Fill vent and drain holes that will be exposed in the finished Work unless they will function as weep holes, by plugging with zinc solder and filing off smooth.
  - 2. Galvanize lintels and shelf angles attached to structural-steel frame and located in exterior walls.

#### 2.8 SOURCE QUALITY CONTROL

- A. Testing Agency: Owner will engage an independent testing and inspecting agency to perform shop tests and inspections and prepare test reports.
  - 1. Testing agency will conduct and interpret tests and state in each report whether test specimens comply with or deviate from requirements.
  - 2. Provide testing agency with access to places where structural-steel work is being fabricated or produced to perform tests and inspections.
- B. Correct deficiencies in Work that test reports and inspections indicate does not comply with the Contract Documents.
- C. Additional testing, at Contractor's expense, will be performed to determine compliance of corrected work with specified requirements.
- D. Shop Bolted Connections: Shop-bolted connections will be tested and inspected according to RCSC's "Specification for Structural Joints Using ASTM A 325 or A 490 Bolts."
- E. Shop Welded Connections: In addition to visual inspection, shop-welded connections will be tested and inspected according to AWS D1.1.
- F. Shop-welded connections will be tested and inspected according to AWS D1.1 and the inspection procedures listed below:
  - 1. Inspect and test shop fillet welds as follows:
    - a. Visually inspect 100 percent of all fillet welds prior to the application of a shop primer.
    - b. Witness the actual welding procedures and perform magnetic particle tests on a minimum of 5 percent of fillet welds.
    - c. Witness the actual welding procedures of all multi-pass fillet welds and single pass fillet welds greater than 5/16 inch.
    - d. Welds that do not pass visual inspection are to be tested again using either magnetic particle or dye penetration test methods.
  - 2. Witness the welding procedure and perform ultrasonic testing (ASTM E 164) on 100 percent of all full and partial penetration welds.

### PART 3 - EXECUTION

### 3.1 EXAMINATION

A. Before details proceed, verify the existing elevations, locations and dimensions required.

- B. Before erection proceeds, verify, with steel Erector present, elevations of concrete- and masonry-bearing surfaces and locations of anchor rods, bearing plates, and other embedments for compliance with requirements.
  - 1. Prepare a certified survey of bearing surfaces, anchor rods, bearing plates, and other embedments showing dimensions, locations, angles, and elevations.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

#### 3.2 PREPARATION

A. Provide temporary shores, guys, braces, and other supports during erection to keep structural steel secure, plumb, and in alignment against temporary construction loads and loads equal in intensity to design loads. Remove temporary supports when permanent structural steel, connections, and bracing are in place unless otherwise indicated.

#### 3.3 FRECTION

- A. Set structural steel accurately in locations and to elevations indicated and according to AISC,s "Code of Standard Practice" and AISC's "Specification for Structural Steel Buildings."
- B. Base Bearing and Leveling Plates: Clean concrete- and masonry-bearing surfaces of bond-reducing materials, and roughen surfaces prior to setting plates. Clean bottom surface of plates.
  - 1. Set plates for structural members on wedges, shims, or setting nuts as required.
  - 2. Weld plate washers to top of baseplate.
  - Snug-tighten anchor rods after supported members have been positioned and plumbed. Do not remove wedges or shims but, if protruding, cut off flush with edge of plate before packing with grout.
- C. Maintain erection tolerances of structural steel within AISC's "Code of Standard Practice for Steel Buildings and Bridges."
- D. Align and adjust various members that form part of complete frame or structure before permanently fastening. Before assembly, clean bearing surfaces and other surfaces that will be in permanent contact with members. Perform necessary adjustments to compensate for discrepancies in elevations and alignment.
  - 1. Level and plumb individual members of structure.
  - 2. Make allowances for difference between temperature at time of erection and mean temperature when structure is completed and in service.
- E. Splice members where indicated and as required to comply with OSHA requirements.
- F. Do not use thermal cutting during erection.
- G. Do not enlarge unfair holes in members by burning or using drift pins. Ream holes that must be enlarged to admit bolts.
- H. The Contractor shall accept full responsibility for design strength, safety and adequacy of all temporary bracing and sequencing of structural steel erection to brace the structure. Provide all temporary braces, guys, connections and work platforms required to safely resist all loads, including storms, to which the structure may be subjected.

- The Contractor shall guy, plumb and align framing in accordance with limits defined in the AISC's "Code of Standard Practice."
- J. Any corrections required in the field to make members fit shall be brought to the attention of the Engineer for approval.
- K. Provide angle frames for all openings in composite steel floor deck and steel roof deck larger than 12 inches.

#### 3.4 FIELD CONNECTIONS

- A. High-Strength Bolts: Install high-strength bolts according to RCSC's "Specification for Structural Joints Using ASTM A 325 or A 490 Bolts" for type of bolt and type of joint specified.
  - 1. Joint Type: Snug tightened.
- B. Design and end connections shall be in accordance with the AISC's "Manual of Steel Construction." A minimum of two bolts per member connection is required. Field connections may be bolted using 3/4 inch diameter bolts minimum, except where noted welded.
- C. Beam end connections shall be selected and detailed for 1.25 times the reactions indicated. A minimum connection capacity of 6k shall be provided. Reactions governed by the 6k minimum are designated as such on plans, and need not be increased by the factor of 1.25. For the purpose of bidding only, connections where no end reactions are indicated may be estimated for a reaction equal to one-half the allowable uniform load for the beam span. Connections for composite beams with no end reaction indicated may be estimated for 1.5 times one-half the allowable uniform load for the beam span. For design purposes, the Fabricator shall submit a RFI to the Engineer to request values for any reactions that are not indicated.
- D. Connections shall be consistent with Type 2 construction as described in the AISC Specifications, unless otherwise indicated on the Structural Drawings.
- E. Weld Connections: Comply with AWS D1.1 and AWS D1.8 for tolerances, appearances, welding procedure specifications, weld quality, and methods used in correcting welding work.
  - 1. Comply with AISC 303 and AISC 360 for bearing, alignment, adequacy of temporary connections, and removal of paint on surfaces adjacent to field welds.
  - 2. Remove backing bars or runoff tabs where indicated, back gouge, and grind steel smooth.
  - Assemble and weld built-up sections by methods that will maintain true alignment of axes without
    exceeding tolerances in AISC's "Code of Standard Practice for Steel Buildings and Bridges" for mill
    material.

# 3.5 FIELD QUALITY CONTROL

- A. Testing Agency: Owner will engage a qualified independent testing and inspecting agency to perform field inspections and tests and to prepare test reports.
- B. Correct deficiencies in or remove and replace structural steel that inspections and test reports indicate do not comply with specified requirements.
- C. Additional testing, at Contractor's expense, will be performed to determine compliance of correct work with specified requirements.
- D. Bolted Connections: Bolted connections will be inspected according to RCSC's "Specification for Structural Joints Using ASTM A 325 or A 490 Bolts."

- E. Welded Connections: Field welds will be visually inspected according to AWS D1.1 and the inspection procedures listed below:
  - 1. Inspect and test field fillet welds as follows:
    - a. Visually inspect 100 percent of all fillet welds.
    - b. Witness the actual welding procedures and perform magnetic particle test on a minimum of 15 percent of all fillet welds.
    - Witness the actual welding procedures of all multi-pass fillet welds and single pass fillet welds greater than 5/16 inch.
    - d. Welds that do not pass visual inspection are to be tested again using either magnetic particle or dye penetration test methods.
  - 2. Witness the welding procedures and perform ultrasonic testing (ASTM E 164) on 100 percent of all full and partial penetration welds.
- F. The Fabricator and Erector are to provide the testing and inspection agency and the Special Inspector safe access to the site throughout the duration of the steel erection. The Fabricator is to notify the testing agency and the Special Inspector a minimum of 48 hours prior to the start of erection.
- G. Correct deficiencies in Work that test reports and inspections indicate does not comply with the Contract Documents.

### 3.6 REPAIRS AND PROTECTION

- A. Galvanized Surfaces: Clean areas where galvanizing is damaged or missing and repair galvanizing to comply with ASTM A 780. Clean field welds, bolted connections, and abraded areas and apply galvanizing repair paint according to ASTM A 780.
- B. Touchup Painting: Immediately after erection, clean exposed areas where primer is damaged or missing and paint with the same material as used for shop painting to comply with SSPC-PA 1 for touching up shop-painted surfaces.
  - 1. Clean and prepare surfaces by SSPC-SP 2 hand-tool cleaning or SSPC-SP 3 power-tool cleaning.

END OF SECTION 051200 03/23/2018

#### SECTION 053100 - STEEL DECKING

# 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:
  - Roof deck.
  - 2. Welds and mechanical fastener types, sizes and patterns.
- B. Related Requirements:
  - Section 051200 "Structural Steel Framing" for shop- and field-welded shear connectors and for framing deck openings with miscellaneous steel shapes.

#### 1.3 ACTION SUBMITTALS

- A. Product Data: For each type of deck, accessory, and product indicated.
- B. Show drawings shall be reviewed and "checked" by the Fabricator prior to being submitted to the Engineer. Unchecked shop drawings shall be rejected and return to the Contractor.
- C. Contractor is to provide a detailed submittal schedule identifying all submittals and the date they are to be received by BVH Integrated Services, P.C. A submittal schedule is to be submitted two weeks prior to the start of the submittal process and updated every two weeks.
- D. Shop Drawings:
  - Include layout and types of deck panels, clearly indicate span condition, anchorage details, reinforcing channels, pans, cut deck openings, special jointing, accessories, and attachments to other construction.

# 1.4 INFORMATIONAL SUBMITTALS

- Welding certificates.
- B. Product Certificates: For each type of steel deck.
- C. Evaluation Reports: Evidence of steel deck compliance with building code in effect for project, from a model code organization acceptable to authorities having jurisdiction.
- D. Field quality-control reports.

### 1.5 QUALITY ASSURANCE

- A. Installer Qualifications: An experienced installer who has completed steel deck similar in material, design and extent to that indicated for this project and whose work has resulted in construction with a record of successful in-service performance.
- B. Testing Agency Qualifications: Qualified according to ASTM E 329 for testing indicated.
- C. Welding Qualifications: Qualify procedures and personnel according to AWS D1.3/D1.3M, "Structural Welding Code Sheet Steel."
- D. Direct fastening powder-actuated system operators shall be trained and licensed by a manufacturer's representative. When requested by the Engineer, the Contractor shall require operators to be retested by the manufacturer's representative. The manufacturer's representative shall be capable of training and licensing operators on the project site.
- E. FM Global Listing: Provide steel roof deck evaluated by FM Global and listed in its "Approval Guide, Building Materials" for Class 1 fire rating and applicable windstorm ratings.

# 1.6 DELIVERY, STORAGE, AND HANDLING

- A. Protect steel deck from corrosion, deformation, and other damage during delivery, storage, and handling.
- B. Stack steel deck on platforms or pallets and slope to provide drainage. Protect with a waterproof covering and ventilate to avoid condensation.
- C. Store weld studs, weld electrode, mechanical fasteners, side lap connectors and powder-actuated cartridges in original packages in a cool, dry location until final installation. Comply with all project and national safety regulations regarding handling of welding equipment and powder-actuated fastening systems.

# PART 2 - PRODUCTS

### 2.1 PERFORMANCE REQUIREMENTS

- A. AISI Specifications: Comply with calculated structural characteristics of steel deck according to AISI's "North American Specification for the Design of Cold-Formed Steel Structural Members."
- B. Fire-Resistance Ratings: Comply with ASTM E 119; testing by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.
  - Indicate design designations from UL's "Fire Resistance Directory" or from the listings of another qualified testing agency.

## 2.2 ROOF DECK

- A. Manufacturers: Subject to compliance with requirements.
- B. Roof Deck: Deck panels shall be cold-formed from steel sheets conforming to ASTM A653, Grade 33, or better. Sections properties shall be computed in accordance with the American Iron and Steel Institute (AISI) Specification for the Design of Cold-Formed Structural Steel Members. Fabricate panels, without top-flange stiffening grooves, to comply with "SDI

Specifications and Commentary for Steel Roof Deck," in SDI Publication No. 31, and with the following:

- 1. Galvanized-Steel Sheet: ASTM A 653/A 653M, Structural Steel (SS), Grade 33, G90 zinc coating., as per ASTM A924, steel to be cleaned by a chemical conversion coating prior to applying a primer to increase bonding capabilities.
- 2. Deck Profile: As indicated.
- 3. Profile Depth: As indicated.
- 4. Design Uncoated-Steel Thickness: As indicated.
- 5. Span Condition: Single-span minimum, unless otherwise indicated.
- 6. Side Laps: Overlapped.
- 7. Deck Finish:
  - a. Prior to fabrication of panels all galvanized surfaces of the coils shall be degreased and cleaned by a chemical conversion process, and shall be coated with a compatible epoxy primer (0.5 mils) applied via an industrial coil coating line.
  - b. After forming the panels in profile and factory welding into panels the exposed ceiling surface of the panels shall receive a factory applied, polyamide epoxy intermediate primer coat (2 to 4 mils).
- 8. Deck manufacturer shall coordinate with Painting Contractor and provide lab testing reports from coating manufacturers confirming that coil and shop applied coatings are compatible with field applied finishes.

### 2.3 MECHANICAL FASTENERS

A. Powder-actuated mechanical fasteners for roof deck applications shall have minimum 1/2 inch diameter steel washers, knurled shanks, ballistic points, and electro-plated zinc coating conforming to ASTM B 633, SC 1, Type III. Powder-actuated mechanical fasteners shall be recognized by ICC-ES AC43, SDI listed and approved by Factory Mutual and Underwriter's Laboratories for wind uplift. Powder-actuated mechanical fasteners shall also be listed by Underwriter's Laboratories for fire-resistive steel roof deck assemblies in accordance with TLSX and TGKX designs.

### 2.4 ACCESSORIES

- A. General: Provide manufacturer's standard accessory materials for deck that comply with requirements indicated.
- B. Side-Lap Fasteners: Corrosion-resistant, hexagonal washer head; self-drilling, carbon-steel screws, No. 10 minimum diameter.
- C. Flexible Closure Strips: Vulcanized, closed-cell, synthetic rubber.
- D. Miscellaneous Sheet Metal Deck Accessories: Steel sheet, minimum yield strength of 33,000 psi, not less than 0.0359-inch design uncoated thickness, of same material and finish as deck; of profile indicated or required for application.
- E. Column Closures, End Closures, Z-Closures, and Cover Plates: Steel sheet, of same material, finish, and thickness as deck unless otherwise indicated.
- F. Galvanizing Repair Paint: ASTM A 780.

#### PART 3 - EXECUTION

#### 3.1 EXAMINATION

- A. Examine supporting frame and field conditions for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

# 3.2 INSTALLATION, GENERAL

- A. Install deck panels and accessories according to applicable specifications and commentary in SDI Publication No. 31, manufacturer's written instructions, and requirements in this Section.
- B. Install temporary shoring before placing deck panels if required to meet deflection limitations.
- C. Locate deck bundles to prevent overloading of supporting members.
- D. Place deck panels on supporting frame and adjust to final position with ends accurately aligned and bearing on supporting frame before being permanently fastened. Do not stretch or contract side-lap interlocks.
- E. Place deck panels flat and square and fasten to supporting frame without warp or deflection.
- F. Cut and neatly fit deck panels and accessories around openings and other work projecting through or adjacent to deck.
- G. Provide additional reinforcement and closure pieces at openings as required for strength, continuity of deck, and support of other work.
- H. Comply with AWS requirements and procedures for manual shielded metal arc welding, appearance and quality of welds, and methods used for correcting welding work.

### 3.3 ROOF-DECK INSTALLATION

- A. Fasten roof-deck panels to steel supporting members by arc spot (puddle) welds of the surface diameter indicated or equivalent strength mechanical fasteners.
  - 1. Arc Spot (Puddle) Welds:
    - a. Weld Diameter: 3/4 inch, nominal.
    - b. Weld Spacing: Weld edge and interior ribs of deck units with a minimum of two welds per deck unit at each support. Space welds 6 inches apart, based on roof area definitions of FM Loss Prevention Data Sheet 1-28. In corner areas, provide two welds in each rib. Corner regions shall be "L" shaped with the outer dimensions of the "L" defined by two times "a", where "a" is the width of the corner pressure coefficient zone per code. If the recommended field or roof wind rating exceeds Class 1-90, provide two welds in each rib in the perimeter and corner areas.
  - 2. Weld Washers: Install weld washers at each weld location, if required.

- B. Side-Lap and Perimeter Edge Fastening: Fasten side laps and perimeter edges of panels between supports, at intervals not exceeding 12 inches on center, and as follows:
  - 1. Mechanically fasten with self-drilling, No. 10 diameter or larger, carbon-steel screws at side laps.
  - 2. Match spacing of side laps and fasten with 3/4 inch diameter puddle welds at perimeter edge, unless otherwise noted.
- C. End Bearing: Install deck ends over supporting frame with a minimum end bearing of 1-1/2 inches, with end joints as follows:
  - 1. End Joints: Lapped 2 inches minimum.
- D. Miscellaneous Roof-Deck Accessories: Finish strips, end closures, and reinforcing channels according to deck manufacturer's written instructions. Weld to substrate to provide a complete deck installation.
  - 1. Weld cover plates at changes in direction of roof-deck panels unless otherwise indicated.
- E. Flexible Closure Strips: Install flexible closure strips over partitions, walls, and where indicated. Install with adhesive according to manufacturer's written instructions to ensure complete closure.

# 3.4 FIELD QUALITY CONTROL

- A. Testing Agency: Owner will engage a qualified testing agency to perform tests and inspections.
- B. Field welds will be subject to inspection.
- C. Mechanical fasteners will be subject to inspection.
- D. Visually inspect mechanical or weld patterns, side-lap connections, and perimeter edge connections to confirm conformance with Specifications and Contract Documents.
- E. Testing agency will report inspection results promptly in writing to Contractor, Structural Engineer and Architect.
- F. Remove and replace work that does not comply with specified requirements.
- G. Additional inspecting, at Contractor's expense, will be performed to determine compliance of corrected work with specified requirements.

## 3.5 PROTECTION

- A. Galvanizing Repairs: Prepare and repair damaged galvanized coatings on both surfaces of deck with galvanized repair paint according to ASTM A 780 and manufacturer's written instructions.
- B. Provide final protection and maintain conditions to ensure that steel deck is without damage or deterioration at time of Substantial Completion.

END OF SECTION 053100 03/23/2018

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#### SECTION 054000 - COLD-FORMED METAL FRAMING

# 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:
  - 1. Exterior non-load-bearing wall framing.
- B. Related Requirements:
  - Section 074213.19 "Insulated Metal Wall Panels" for connection to and coordination with metal wall panels.

#### 1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Shop Drawings:
  - 1. Include layout, spacings, sizes, thicknesses, and types of cold-formed steel framing; fabrication; and fastening and anchorage details, including mechanical fasteners.
  - 2. Indicate reinforcing channels, opening framing, supplemental framing, strapping, bracing, bridging, splices, accessories, connection details, and attachment to adjoining work.
- C. Delegated-Design Submittal: For cold-formed steel framing.

# 1.4 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For testing agency.
- B. Welding certificates.
- C. Product Certificates: For each type of code-compliance certification for studs and tracks.
- D. Product Test Reports: For each listed product, for tests performed by a qualified testing agency.
  - 1. Power-actuated anchors.
  - 2. Mechanical fasteners.
  - 3. Vertical deflection clips.
  - 4. Horizontal drift deflection clips
  - 5. Miscellaneous structural clips and accessories.

E. Evaluation Reports: For nonstandard cold-formed steel framing power-actuated fasteners, from ICC-ES or other qualified testing agency acceptable to authorities having jurisdiction.

#### 1.5 QUALITY ASSURANCE

- A. Testing Agency Qualifications: Qualified according to ASTM E 329 for testing indicated.
- B. Product Tests: Mill certificates or data from a qualified independent testing agency indicating steel sheet complies with requirements, including base-metal thickness, yield strength, tensile strength, total elongation, chemical requirements, and metallic-coating thickness.
- C. Code-Compliance Certification of Studs and Tracks: Provide documentation that framing members are certified according to the product-certification program of the Certified Steel Stud Association, the Steel Framing Industry Association, or the Steel Stud Manufacturers Association.
- D. Welding Qualifications: Qualify procedures and personnel according to the following:
  - 1. AWS D1.1/D1.1M, "Structural Welding Code Steel."
  - 2. AWS D1.3/D1.3M, "Structural Welding Code Sheet Steel."
- E. Comply with AISI S230 "Standard for Cold-Formed Steel Framing Prescriptive Method for One and Two Family Dwellings."

### PART 2 - PRODUCTS

## 2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  - MarinoWARE.
  - 2. Dietrich Metal Framing; a Worthington Industries Company.\
  - 3. ClarkWestern Building Systems, Inc.

## 2.2 PERFORMANCE REQUIREMENTS

- A. Delegated Design: Engage a qualified professional engineer, as defined in Section 014000 "Quality Requirements," to design cold-formed steel framing.
- B. Structural Performance: Provide cold-formed steel framing capable of withstanding design loads within limits and under conditions indicated.
  - 1. Design Loads: As indicated on Drawings.
  - 2. Deflection Limits: Design framing systems to withstand design loads without deflections greater than the following:
    - a. Exterior Non-Load-Bearing Framing: Horizontal deflection for 1/360 of the wall height as required by metal wall panel manufacturer.
  - Design framing systems to provide for movement of framing members located outside the insulated building envelope without damage or overstressing, sheathing failure, connection failure, undue strain on fasteners and anchors, or other detrimental effects when subject to a maximum ambient temperature change of 120 deg. F.

- a. Upward and downward movement of 3/4 inch.
- 4. Design exterior non-load-bearing wall framing to accommodate horizontal deflection without regard for contribution of sheathing materials.
- C. Cold-Formed Steel Framing Standards: Unless more stringent requirements are indicated, framing shall comply with AISI S100, AISI S200, and the following:
  - 1. Floor and Roof Systems: AISI S210.
  - 2. Wall Studs: AISI S211.
  - 3. Headers: AISI S212.
  - 4. Lateral Design: AISI S213.

#### 2.3 EXTERIOR NON-LOAD-BEARING WALL FRAMING

- A. Steel Studs: Manufacturer's standard C-shaped steel studs, of web depths indicated, punched, with stiffened flanges, and as follows:
  - 1. Minimum Base-Metal Thickness: minimum of 0.0329 inch or as required.
  - 2. Flange Width: minimum of 1-3/8 inches or as required.
  - 3. Section Properties: As required to resist wind loads.
- B. Steel Track: Manufacturer's standard U-shaped steel track, of web depths indicated, unpunched, with unstiffened flanges, and as follows:
  - 1. Minimum Base-Metal Thickness: Matching steel studs.
  - 2. Flange Width: 1-1/4 inches.
- C. Vertical Deflection Clips: Manufacturer's standard clips, capable of accommodating upward and downward vertical displacement of primary structure through positive mechanical attachment to stud web.
- D. Single Deflection Track: Manufacturer's single, deep-leg, U-shaped steel track; unpunched, with unstiffened flanges, of web depth to contain studs while allowing free vertical movement, with flanges designed to support horizontal loads and transfer them to the primary structure, and as follows:
  - 1. Minimum Base-Metal Thickness: A minimum of 0.0428 inch or as required.
  - 2. Flange Width: 1 inch plus the design gap for one-story structures and 1 inch plus twice the design gap for other applications.

# 2.4 FRAMING ACCESSORIES

- A. Fabricate steel-framing accessories from ASTM A 1003/A 1003M, Structural Grade, Type H, metallic coated steel sheet, of same grade and coating designation used for framing members.
- B. Provide accessories of manufacturer's standard thickness and configuration, unless otherwise indicated, as follows:
  - 1. Supplementary framing.
  - Bracing, bridging, and solid blocking.
  - 3. Web stiffeners.
  - 4. Anchor clips.
  - 5. End clips.
  - 6. Gusset plates.

# 2.5 ANCHORS, CLIPS, AND FASTENERS

- A. Steel Shapes and Clips: ASTM A 36/A 36M, zinc coated by hot-dip process according to ASTM A 123/A 123M.
- B. Power-Actuated Anchors: Fastener systems with working capacity greater than or equal to the design load, according to an evaluation report acceptable to authorities having jurisdiction, based on ICC-ES AC70.
- C. Mechanical Fasteners: ASTM C 1513, corrosion-resistant-coated, self-drilling, self-tapping, steel drill screws
  - 1. Head Type: Low-profile head beneath sheathing; manufacturer's standard elsewhere.
- D. Welding Electrodes: Comply with AWS standards.

#### 2.6 MISCELLANEOUS MATERIALS

A. Galvanizing Repair Paint: ASTM A 780.

#### 2.7 FABRICATION

- A. Fabricate cold-formed steel framing and accessories plumb, square, and true to line, and with connections securely fastened, according to referenced AISI's specifications and standards, manufacturer's written instructions, and requirements in this Section.
  - 1. Fabricate framing assemblies using jigs or templates.
  - 2. Cut framing members by sawing or shearing; do not torch cut.
  - 3. Fasten cold-formed steel framing members by welding, screw fastening, clinch fastening, pneumatic pin fastening, or riveting as standard with fabricator. Wire tying of framing members is not permitted.
    - Comply with AWS D1.3/D1.3M requirements and procedures for welding, appearance and quality of welds, and methods used in correcting welding work.
    - b. Locate mechanical fasteners and install according to Shop Drawings, with screws penetrating joined members by no fewer than three exposed screw threads.
  - 4. Fasten other materials to cold-formed steel framing by welding, bolting, pneumatic pin fastening, or screw fastening, according to Shop Drawings.
- B. Reinforce, stiffen, and brace framing assemblies to withstand handling, delivery, and erection stresses. Lift fabricated assemblies by means that prevent damage or permanent distortion.
- C. Tolerances: Fabricate assemblies level, plumb, and true to line to a maximum allowable variation of 1/8 inch in 10 feet and as follows:
  - 1. Spacing: Space individual framing members no more than plus or minus 1/8 inch from plan location. Cumulative error shall not exceed minimum fastening requirements of sheathing or other finishing materials.
  - 2. Squareness: Fabricate each cold-formed steel framing assembly to a maximum out-of-square tolerance of 1/8 inch.

#### PART 3 - EXECUTION

#### 3.1 EXAMINATION

- A. Examine substrates, areas, conditions, and abutting structural framing for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

# 3.2 INSTALLATION, GENERAL

- A. Cold-formed steel framing may be shop or field fabricated for installation, or it may be field assembled.
- B. Install cold-formed steel framing according to AISI S200, AISI S202, and manufacturer's written instructions unless more stringent requirements are indicated.
- C. Install shop- or field-fabricated, cold-formed framing and securely anchor to supporting structure.
  - 1. Screw, bolt, or weld wall panels at horizontal and vertical junctures to produce flush, even, true-to-line joints with maximum variation in plane and true position between fabricated panels not exceeding 1/16 inch.
- D. Install cold-formed steel framing and accessories plumb, square, and true to line, and with connections securely fastened.
  - 1. Cut framing members by sawing or shearing; do not torch cut.
  - 2. Fasten cold-formed steel framing members by welding, screw fastening, clinch fastening, or riveting. Wire tying of framing members is not permitted.
    - a. Comply with AWS D1.3/D1.3M requirements and procedures for welding, appearance and quality of welds, and methods used in correcting welding work.
    - b. Locate mechanical fasteners, install according to Shop Drawings, and comply with requirements for spacing, edge distances, and screw penetration.
- E. Install temporary bracing and supports to secure framing and support loads equal to those for which structure was designed. Maintain braces and supports in place, undisturbed, until entire integrated supporting structure has been completed and permanent connections to framing are secured.

## 3.3 EXTERIOR NON-LOAD-BEARING WALL INSTALLATION

- Install continuous tracks sized to match studs. Align tracks accurately and securely anchor to supporting structure.
- B. Fasten both flanges of studs to top and bottom track unless otherwise indicated. Space studs as follows:
  - 1. Stud Spacing: 16 inches.
- C. Set studs plumb, except as needed for diagonal bracing or required for nonplumb walls or warped surfaces and similar requirements.
- D. Isolate non-load-bearing steel framing from building structure to prevent transfer of vertical loads while providing lateral support.

- 1. Install single deep-leg deflection tracks and anchor to building structure.
- 2. Install double deep-leg deflection tracks and anchor outer track to building structure.
- 3. Connect vertical deflection clips to studs and anchor to building structure.
- 4. Connect drift clips to cold-formed steel framing and anchor to building structure.
- E. Install horizontal bridging in wall studs, spaced vertically in rows indicated on Shop Drawings but not more than 48 inches apart. Fasten at each stud intersection.
  - Channel Bridging: Cold-rolled steel channel, welded or mechanically fastened to webs of punched studs.
  - 2. Strap Bridging: Combination of flat, taut, steel sheet straps of width and thickness indicated and stud-track solid blocking of width and thickness to match studs. Fasten flat straps to stud flanges and secure solid blocking to stud webs or flanges.
  - 3. Bar Bridging: Proprietary bridging bars installed according to manufacturer's written instructions.
- F. Top Bridging for Single Deflection Track: Install row of horizontal bridging within 12 inches of single deflection track. Install a combination of bridging and stud or stud-track solid blocking of width and thickness matching studs, secured to stud webs or flanges.
  - 1. Install solid blocking at centers indicated on Shop Drawings.
- G. Install miscellaneous framing and connections, including stud kickers, web stiffeners, clip angles, continuous angles, anchors, and fasteners, to provide a complete and stable wall-framing system.

#### 3.4 ERECTION TOLERANCES

- A. Install cold-formed steel framing level, plumb, and true to line to a maximum allowable tolerance variation of 1/8 inch in 10 feet and as follows:
  - Space individual framing members no more than plus or minus 1/8 inch from plan location. Cumulative error shall not exceed minimum fastening requirements of sheathing or other finishing materials.

#### 3.5 FIELD QUALITY CONTROL

- A. Testing: Owner will engage a qualified independent testing and inspecting agency to perform field tests and inspections and prepare test reports.
- B. Field and shop welds will be subject to testing and inspecting.
- C. Testing agency will report test results promptly and in writing to Contractor and Architect.
- D. Cold-formed steel framing will be considered defective if it does not pass tests and inspections.
- E. Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.

## 3.6 REPAIRS AND PROTECTION

A. Galvanizing Repairs: Prepare and repair damaged galvanized coatings on fabricated and installed cold-formed steel framing with galvanized repair paint according to ASTM A 780/A 780M and manufacturer's written instructions.

# SECTION 05 40 00 COLD-FORMED METAL FRAMING

Page 7 of 7

B. Provide final protection and maintain conditions, in a manner acceptable to manufacturer and Installer, that ensure that cold-formed steel framing is without damage or deterioration at time of Substantial Completion.

END OF SECTION 054000 03/23/2018

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#### SECTION 055119 - METAL GRATING STAIRS AND RAILINGS

#### 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:
  - 1. Industrial Class stairs with steel-grating treads.
  - 2. Steel railings attached to metal stairs.
  - 3. Steel handrails attached to walls adjacent to metal stairs.
- B. Related Requirements:
  - Section 051200 "Structural Steel Framing" for stair framing, landings, treads, risers, railings, handrails, and roof.

#### 1.3 COORDINATION

- A. Coordinate selection of shop primers with topcoats to be applied over them. Comply with paint and coating manufacturers' written instructions to ensure that shop primers and topcoats are compatible with one another.
- B. Coordinate installation of anchorages for metal stairs and railings.
  - 1. 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.
  - 2. Deliver such items to Project site in time for installation.
- C. Coordinate locations of hanger rods and struts with other work so they do not encroach on required stair width and are within fire-resistance-rated stair enclosure.
- D. Schedule installation of railings so wall attachments are made only to completed walls.
  - 1. Do not support railings temporarily by any means that do not satisfy structural performance requirements.

# 1.4 ACTION SUBMITTALS

- A. Product Data: For metal grating stairs and the following:
  - 1. Gratings.
  - 2. Shop primer products.
  - 3. Grout.

## B. Shop Drawings:

- 1. Include plans, elevations, sections, details, and attachment to other work.
- 2. Indicate sizes of metal sections, thickness of metals, profiles, holes, and field joints.
- 3. Include plan at each level.
- 4. Indicate locations of anchors, weld plates, and blocking for attachment of wall-mounted handrails.
- C. Delegated-Design Submittal: For stairs and railings, including analysis data signed and sealed by the qualified professional engineer responsible for their preparation.

#### 1.5 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For professional engineer's experience with providing delegated-design engineering services of the kind indicated, including documentation that engineer is licensed in the State in which Project is located.
- B. Welding certificates.
- C. Paint Compatibility Certificates: From manufacturers of topcoats applied over shop primers, certifying that shop primers are compatible with topcoats.

#### 1.6 QUALITY ASSURANCE

- A. Installer Qualifications: Fabricator of products.
- B. Welding Qualifications: Qualify procedures and personnel according to AWS D1.1/D1.1M, "Structural Welding Code Steel."

# 1.7 DELIVERY, STORAGE, AND HANDLING

- A. Store materials to permit easy access for inspection and identification.
  - Keep steel members off ground and spaced by using pallets, dunnage, or other supports and spacers.
  - 2. Protect steel members and packaged materials from corrosion and deterioration.
  - 3. Do not store materials on structure in a manner that might cause distortion, damage, or overload to members or supporting structures.
    - a. Repair or replace damaged materials or structures as directed.

#### PART 2 - PRODUCTS

#### 2.1 PERFORMANCE REQUIREMENTS

- A. Delegated Design: Engage a qualified professional engineer, as defined in Section 014500 "Quality Control," to design stairs and railings, including attachment to building construction.
- B. Structural Performance of Stairs: Metal stairs shall withstand the effects of gravity loads and the following loads and stresses within limits and under conditions indicated:
  - 1. Uniform Load: 100 lbf/sq. ft..

- 2. Concentrated Load: 300 lbf applied on an area of 4 sq. in..
- 3. Uniform and concentrated loads need not be assumed to act concurrently.
- Stair Framing: Capable of withstanding stresses resulting from railing loads in addition to loads specified above.
- 5. Limit deflection of treads, platforms, and framing members to L/360.
- C. Structural Performance of Railings: Railings, including attachment to building construction, shall withstand the effects of gravity loads and the following loads and stresses within limits and under conditions indicated:
  - 1. Handrails and Top Rails of Guards:
    - a. Uniform load of 50 lbf/ft. applied in any direction.
    - b. Concentrated load of 200 lbf applied in any direction.
    - c. Uniform and concentrated loads need not be assumed to act concurrently.
  - 2. Infill of Guards:
    - a. Concentrated load of 50 lbf applied horizontally on an area of 1 sq. ft..
    - b. Infill load and other loads need not be assumed to act concurrently.
  - 3. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes.
    - a. Temperature Change: 120 deg F, ambient; 180 deg F, material surfaces.
- D. Seismic Performance of Stairs: Metal stairs shall withstand the effects of earthquake motions determined according to ASCE/SEI 7.

# 2.2 METALS

- A. Metal Surfaces: Provide materials with smooth, flat surfaces unless otherwise indicated. For components exposed to view in the completed Work, provide materials without seam marks, roller marks, rolled trade names, or blemishes.
- B. Steel Plates, Shapes, and Bars: ASTM A 36/A 36M.
- C. Rolled-Steel Floor Plate: ASTM A 786/A 786M, rolled from plate complying with ASTM A 36/A 36M or ASTM A 283/A 283M, Grade C or D.
- D. Steel Bars for Grating Treads: ASTM A 36/A 36M or steel strip, ASTM A 1011/A 1011M or ASTM A 1018/A 1018M.
- E. Steel Wire Rod for Grating Crossbars: ASTM A 510/A 510M.
- F. Steel Tubing for Railings: ASTM A 500/A 500M (cold formed).
  - 1. Provide galvanized finish for exterior installations and where indicated.
- G. Steel Pipe for Railings: ASTM A 53/A 53M, Type F or Type S, Grade A, Standard Weight (Schedule 40), unless another grade and weight are required by structural loads.
- H. Provide galvanized finish for exterior installations and where indicated.

- Cast Iron: Either gray iron, ASTM A 48/A 48M, or malleable iron, ASTM A 47/A 47M, unless otherwise indicated.
- J. Cast-Abrasive Nosings: Cast iron, with an integral abrasive, as-cast finish consisting of aluminum oxide, silicon carbide, or a combination of both.

#### 2.3 FASTENERS

- A. General: Provide zinc-plated fasteners with coating complying with ASTM B 633 or ASTM F 1941/F 1941M, Class Fe/Zn 12 for exterior use, and Class Fe/Zn 5 where built into exterior walls.
  - 1. Select fasteners for type, grade, and class required.
- B. Fasteners for Anchoring Railings to Other Construction: Select fasteners of type, grade, and class required to produce connections suitable for anchoring railings to other types of construction indicated and capable of withstanding design loads.
- C. Bolts and Nuts: Regular hexagon-head bolts, ASTM A 307, Grade A; with hex nuts, ASTM A 563; and, where indicated, flat washers.
- D. Anchor Bolts: ASTM F 1554, Grade 36, of dimensions indicated; with nuts, ASTM A 563; and, where indicated, flat washers.
  - 1. Provide mechanically deposited or hot-dip, zinc-coated anchor bolts for exterior stairs.
- E. Post-Installed Anchors: Torque-controlled expansion anchors capable of sustaining, without failure, a load equal to six times the load imposed when installed in unit masonry and four times the load imposed when installed in concrete, as determined by testing according to ASTM E 488/E 488M, conducted by a qualified independent testing agency.
  - 1. Material for Exterior Locations and Where Stainless Steel Is Indicated: Alloy Group 1 stainless-steel bolts, ASTM F 593, and nuts, ASTM F 594.

## 2.4 MISCELLANEOUS MATERIALS

- A. Welding Electrodes: Comply with AWS requirements.
- B. Shop Primers: Provide primers that comply with Section 099113 "Interior and Exterior Painting" and Section 099123 "Interior Painting."
- C. Universal Shop Primer: Fast-curing, lead- and chromate-free, universal modified-alkyd primer complying with MPI#79 and compatible with topcoat.
  - 1. Use primer containing pigments that make it easily distinguishable from zinc-rich primer.
- D. Zinc-Rich Primer: Comply with SSPC-Paint 20, Type I-A, Level 1, and compatible with topcoat.
- E. Shop Primer for Galvanized Steel: Primer formulated for exterior use over zinc-coated metal and compatible with finish paint systems indicated.
- F. Galvanizing Repair Paint: High-zinc-dust-content paint complying with SSPC-Paint 20 and compatible with paints specified to be used over it.

G. Nonmetallic, Shrinkage-Resistant Grout: ASTM C 1107/C 1107M, factory-packaged, nonmetallic aggregate grout; recommended by manufacturer for exterior use; noncorrosive and nonstaining; mixed with water to consistency suitable for application and a 30-minute working time.

## 2.5 FABRICATION, GENERAL

- A. Provide complete stair assemblies, including metal framing, hangers, railings, clips, brackets, bearing plates, and other components necessary to support and anchor stairs and platforms on supporting structure.
  - 1. Join components by welding unless otherwise indicated.
  - 2. Use connections that maintain structural value of joined pieces.
- B. Assemble stairs and railings in shop to greatest extent possible.
  - 1. Disassemble units only as necessary for shipping and handling limitations.
  - 2. Clearly mark units for reassembly and coordinated installation.
- C. Cut, drill, and punch metals cleanly and accurately.
  - 1. Remove burrs and ease edges to a radius of approximately 1/32 inch unless otherwise indicated.
  - 2. Remove sharp or rough areas on exposed surfaces.
- D. Form bent-metal corners to smallest radius possible without causing grain separation or otherwise impairing work.
- E. Form exposed work with accurate angles and surfaces and straight edges.
- F. Weld connections to comply with the following:
  - Use materials and methods that minimize distortion and develop strength and corrosion resistance
    of base metals.
  - 2. Obtain fusion without undercut or overlap.
  - 3. Remove welding flux immediately.
  - 4. Weld exposed corners and seams continuously unless otherwise indicated.
  - 5. At exposed connections, finish exposed welds to comply with NOMMA's "Voluntary Joint Finish Standards" for Finish # 3 Partially dressed weld with spatter removed.
- G. Form exposed connections with hairline joints, flush and smooth, using concealed fasteners where possible.
  - Where exposed fasteners are required, use Phillips flat-head (countersunk) screws or bolts unless otherwise indicated.
  - 2. Locate joints where least conspicuous.
  - 3. Fabricate joints that are exposed to weather in a manner to exclude water.
  - 4. Provide weep holes where water may accumulate internally.

## 2.6 FABRICATION OF STEEL-FRAMED STAIRS

A. NAAMM Stair Standard: Comply with NAAMM AMP 510, "Metal Stairs Manual," for Industrial Class, unless more stringent requirements are indicated.

- B. Stair Framing:
  - Fabricate stringers of steel channels.
    - a. Stringer Size: As required to comply with "Performance Requirements" Article.
    - b. Provide closures for exposed ends of channel stringers.
    - c. Finish: Galvanized.
  - 2. Construct platforms and tread supports of steel channel headers and miscellaneous framing members as required to comply with "Performance Requirements" Article.
    - a. Provide closures for exposed ends of channel framing.
    - b. Finish: Galvanized.
  - 3. Weld or bolt stringers to headers; weld or bolt framing members to stringers and headers.
  - 4. Where masonry walls support metal stairs, provide temporary supporting struts designed for erecting steel stair components before installing masonry.
- C. Metal Bar-Grating Stairs: Form treads and platforms to configurations shown from metal bar grating; fabricate to comply with NAAMM MBG 531, "Metal Bar Grating Manual."
  - 1. Fabricate treads and platforms from welded steel grating with 1-1/4-by-3/16-inch bearing bars at 15/16 inch o.c. and crossbars at 4 inches o.c.
  - 2. Fabricate treads and platforms from welded steel grating with openings in gratings no more than 5/16 inch in least dimension.
    - a. Surface: Serrated.
    - b. Finish: Galvanized.
  - 3. Fabricate grating treads with cast-abrasive nosing and with steel angle or steel plate carrier at each end for stringer connections.
    - a. Secure treads to stringers with bolts.
  - 4. Fabricate grating platforms with nosing matching that on grating treads.
    - a. Secure grating to platform framing by welding or with bolts.
- D. Risers: Solid.
- E. Toe Plates: Provide toe plates around openings and at edge of open-sided floors and platforms, and at open ends and open back edges of treads.
  - 1. Material and Finish: Steel plate to match finish of other steel items.
  - 2. Fabricate to dimensions and details indicated.

#### 2.7 FABRICATION OF STAIR RAILINGS

- A. Fabricate railings to comply with requirements indicated for design, dimensions, details, finish, and member sizes, including wall thickness of member, post spacings, wall bracket spacing, and anchorage, but not less than that needed to withstand indicated loads.
  - 1. Top Rails: 4" x 2" galvanized steel tube.
  - 2. Handrails: 1-5/8" diameter galvanized steel.
  - 3. Picket Infill: 3/4-inch- square pickets spaced less than 4 inches clear.

- B. Welded Connections: Fabricate railings with welded connections.
  - 1. Fabricate connections that are exposed to weather in a manner that excludes water.
    - a. Provide weep holes where water may accumulate internally.
  - 2. Cope components at connections to provide close fit, or use fittings designed for this purpose.
  - Weld all around at connections, including at fittings.
  - 4. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.
  - 5. Obtain fusion without undercut or overlap.
  - 6. Remove flux immediately.
  - 7. Finish welds to comply with NOMMA's "Voluntary Joint Finish Standards" for Finish #3 Partially dressed weld with spatter removed as shown in NAAMM AMP 521.
- C. Form changes in direction of railings as follows:
  - 1. By bending.
- D. For changes in direction made by bending, use jigs to produce uniform curvature for each repetitive configuration required.
  - Maintain cross section of member throughout entire bend without buckling, twisting, cracking, or otherwise deforming exposed surfaces of components.
- E. Close exposed ends of railing members with prefabricated end fittings.
- F. Provide wall returns at ends of wall-mounted handrails unless otherwise indicated.
  - 1. Close ends of returns unless clearance between end of rail and wall is 1/4 inch or less.
- G. Connect posts to stair framing by direct welding unless otherwise indicated.
- H. Brackets, Flanges, Fittings, and Anchors: Provide wall brackets, end closures, flanges, miscellaneous fittings, and anchors for interconnecting components and for attaching to other work.
  - 1. Furnish inserts and other anchorage devices for connecting to concrete or masonry work.
  - 2. For galvanized railings, provide galvanized fittings, brackets, fasteners, sleeves, and other ferrousmetal components.
  - 3. For nongalvanized railings, provide nongalvanized ferrous-metal fittings, brackets, fasteners, and sleeves, except galvanize anchors embedded in exterior masonry and concrete construction.
  - 4. Provide type of bracket with predrilled hole for exposed bolt anchorage and that provides 1-1/2-inch clearance from inside face of handrail to finished wall surface.
- I. Fillers: Provide fillers made from steel plate, or other suitably crush-resistant material, where needed to transfer wall bracket loads through wall finishes to structural supports.
  - Size fillers to suit wall finish thicknesses and to produce adequate bearing area to prevent bracket rotation and overstressing of substrate.

#### 2.8 FINISHES

A. Finish metal stairs after assembly.

- B. Galvanizing: Hot-dip galvanize items as indicated to comply with ASTM A 153/A 153M for steel and iron hardware and with ASTM A 123/A 123M for other steel and iron products.
  - 1. Do not guench or apply post-galvanizing treatments that might interfere with paint adhesion.
  - 2. Fill vent and drain holes that are exposed in the finished Work, unless indicated to remain as weep holes, by plugging with zinc solder and filing off smooth.
- C. Preparation for Shop Priming: Prepare uncoated ferrous-metal surfaces to comply with SSPC-SP 6/NACE No. 3, "Commercial Blast Cleaning."
- D. Apply shop primer to uncoated surfaces of metal stair components, except those with galvanized finishes and those to be embedded in concrete or masonry unless otherwise indicated. Comply with SSPC-PA 1, "Paint Application Specification No. 1: Shop, Field, and Maintenance Painting of Steel," for shop painting.
  - 1. Stripe paint corners, crevices, bolts, welds, and sharp edges.

# PART 3 - EXECUTION

#### 3.1 EXAMINATION

- A. Verify elevations of floors, bearing surfaces and locations of bearing plates, and other embedments for compliance with requirements.
  - 1. For wall-mounted railings, verify locations of concealed reinforcement within gypsum board and plaster assemblies.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

#### 3.2 INSTALLING METAL STAIRS

- A. Fastening to In-Place Construction: Provide anchorage devices and fasteners where necessary for securing metal stairs to in-place construction.
  - Include threaded fasteners for concrete and masonry inserts, through-bolts, lag bolts, and other connectors.
- B. Cutting, Fitting, and Placement: Perform cutting, drilling, and fitting required for installing metal stairs. Set units accurately in location, alignment, and elevation, measured from established lines and levels and free of rack
- C. Install metal stairs by welding stair framing to steel structure or to weld plates cast into concrete unless otherwise indicated.
  - 1. Grouted Baseplates: Clean concrete and masonry bearing surfaces of bond-reducing materials, and roughen to improve bond to surfaces.
    - a. Clean bottom surface of baseplates.
    - b. Set steel-stair baseplates on wedges, shims, or leveling nuts.
    - c. After stairs have been positioned and aligned, tighten anchor bolts.
    - d. Do not remove wedges or shims, but if protruding, cut off flush with edge of bearing plate before packing with grout.
    - e. Promptly pack grout solidly between bearing surfaces and plates to ensure that no voids remain.

- 1) Neatly finish exposed surfaces; protect grout and allow to cure.
- 2) Comply with manufacturer's written installation instructions for shrinkage-resistant grouts.
- D. Provide temporary bracing or anchors in formwork for items that are to be built into concrete, masonry, or similar construction.
- E. Fit exposed connections accurately together to form hairline joints.
  - Weld connections that are not to be left as exposed joints but cannot be shop welded because of shipping size limitations.
  - 2. Do not weld, cut, or abrade surfaces of exterior units that have been hot-dip galvanized after fabrication and are for bolted or screwed field connections.
  - 3. Comply with requirements for welding in "Fabrication, General" Article.

#### 3.3 INSTALLING RAILINGS

- A. Adjust railing systems before anchoring to ensure matching alignment at abutting joints with tight, hairline joints.
  - 1. Space posts at spacing indicated or, if not indicated, as required by design loads.
  - 2. Plumb posts in each direction, within a tolerance of 1/16 inch in 3 feet.
  - 3. Align rails so variations from level for horizontal members and variations from parallel with rake of stairs for sloping members do not exceed 1/4 inch in 12 feet.
  - 4. Secure posts and rail ends to building construction as follows:
    - a. Anchor posts to steel by welding to steel supporting members.
    - b. Anchor handrail ends to concrete and masonry with steel round flanges welded to rail ends and anchored with post-installed anchors and bolts.
- B. Attach handrails to wall with wall brackets.
  - 1. Locate brackets as indicated or, if not indicated, at spacing required to support structural loads.
  - 2. Secure wall brackets to building construction as required to comply with performance requirements.

#### 3.4 REPAIR

- A. Touchup Painting: Immediately after erection, clean field welds, bolted connections, and abraded areas of shop paint, and paint exposed areas with same material as used for shop painting to comply with SSPC-PA 1 for touching up shop-painted surfaces.
  - 1. Apply by brush or spray to provide a minimum 2.0-mil dry film thickness.
- B. Touchup Painting: Cleaning and touchup painting of field welds, bolted connections, and abraded areas of shop paint are specified in Section 099113 "Interior and Exterior Painting" and Section 099123 "Interior Painting."
- C. Galvanized Surfaces: Clean field welds, bolted connections, and abraded areas and repair galvanizing to comply with ASTM A 780/A 780M.

END OF SECTION 055119

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#### SECTION 074213.19 - INSULATED METAL WALL PANELS

## 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:
  - 1. Foamed-insulation-core metal wall panels.
- B. Related Requirements
  - 1. Section 054000 "Cold-Formed Metal Framing" for support structure behind metal panel framing.

#### 1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.
  - 1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for each type of panel and accessory.
- B. Shop Drawings:
  - 1. Include fabrication and installation layouts of metal panels; details of edge conditions, joints, panel profiles, corners, anchorages, attachment system, trim, flashings, closures, and accessories; and special details.
  - 2. Accessories: Include details of the flashing, trim, and anchorage systems, at a scale of not less than 1-1/2 inches per 12 inches.
- C. Samples for Initial Selection: For each type of metal panel indicated with factory-applied color finishes.
  - 1. Include similar Samples of trim and accessories involving color selection.
- D. Samples for Verification: For each type of exposed finish, prepared on Samples of size indicated below.
  - 1. Metal Panels: 12 inches long by actual panel width. Include fasteners, closures, and other metal panel accessories.

# 1.4 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For Installer.
- B. Product Test Reports: For each product, tests performed by a qualified testing agency.

- C. Field quality-control reports.
- D. Sample Warranties: For special warranties.

#### 1.5 CLOSEOUT SUBMITTALS

A. Maintenance Data: For metal panels to include in maintenance manuals.

# 1.6 QUALITY ASSURANCE

 Installer Qualifications: An entity that employs installers and supervisors who are trained and approved by manufacturer.

## 1.7 DELIVERY, STORAGE, AND HANDLING

- A. Deliver components, metal panels, and other manufactured items so as not to be damaged or deformed. Package metal panels for protection during transportation and handling.
- B. Unload, store, and erect metal panels in a manner to prevent bending, warping, twisting, and surface damage.
- C. Stack metal panels horizontally on platforms or pallets, covered with suitable weathertight and ventilated covering. Store metal panels to ensure dryness, with positive slope for drainage of water. Do not store metal panels in contact with other materials that might cause staining, denting, or other surface damage.
- D. Retain strippable protective covering on metal panels during installation.

# 1.8 FIELD CONDITIONS

A. Weather Limitations: Proceed with installation only when existing and forecasted weather conditions permit assembly of metal panels to be performed according to manufacturers' written instructions and warranty requirements.

# 1.9 COORDINATION

A. Coordinate metal panel installation with rain drainage work, flashing, trim, construction of soffits, and other adjoining work to provide a leakproof, secure, and noncorrosive installation.

# 1.10 WARRANTY

- A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace components of metal panel systems that fail in materials or workmanship within specified warranty period.
  - 1. Failures include, but are not limited to, the following:
    - a. Structural failures including rupturing, cracking, or puncturing.
    - b. Deterioration of metals and other materials beyond normal weathering.
  - 2. Warranty Period: Two years from date of Substantial Completion.

- B. Special Warranty on Panel Finishes: Manufacturer's standard form in which manufacturer agrees to repair finish or replace metal panels that show 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 from date of Substantial Completion.

#### PART 2 - PRODUCTS

#### 2.1 PERFORMANCE REQUIREMENTS

- A. Structural Performance: Provide metal panel systems capable of withstanding the effects of the following loads, based on testing according to ASTM E 72:
  - 1. Wind Loads: As indicated on Drawings.
  - 2. Deflection Limits: For wind loads, no greater than 1/240 of the span.
- B. Air Infiltration: Air leakage of not more than 0.06 cfm/sq. ft. when tested according to ASTM E 283 at the following test-pressure difference:
  - 1. Test-Pressure Difference: 1.57 lbf/sq. ft..
- C. Water Penetration under Static Pressure: No water penetration when tested according to ASTM E 331 at the following test-pressure difference:
  - 1. Test-Pressure Difference: 2.86 lbf/sq. ft..
- D. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes by preventing buckling, opening of joints, overstressing of components, failure of joint sealants, failure of connections, and other detrimental effects. Base calculations on surface temperatures of materials due to both solar heat gain and nighttime-sky heat loss.
  - 1. Temperature Change (Range): 120 deg F, ambient; 180 deg F, material surfaces.
- E. Fire-Test-Response Characteristics: Provide metal wall panels and system components with the following fire-test-response characteristics, as determined by testing identical panels and system components per test method indicated below by UL or another testing and inspecting agency acceptable to authorities having jurisdiction. Identify products with appropriate markings of applicable testing agency.
  - Fire-Resistance Characteristics: Provide materials and construction tested for fire resistance per ASTM E 119.
  - 2. Intermediate-Scale Multistory Fire Test: Tested mockup, representative of completed multistory wall assembly of which wall panel is a part, complies with NFPA 285 for test method and required fire-test-response characteristics of exterior non-load-bearing wall panel assemblies.
  - Radiant Heat Exposure: No ignition when tested according to NFPA 268.
  - 4. Potential Heat: Acceptable level when tested according to NFPA 259.
  - 5. Surface-Burning Characteristics: Provide wall panels with a flame-spread index of 25 or less and a smoke-developed index of 450 or less, per ASTM E 84.

#### 2.2 FOAMED-INSULATION-CORE METAL WALL PANELS

- A. General: Provide factory-formed and -assembled metal wall panels fabricated from two metal facing sheets and insulation core foamed in place during fabrication, and with joints between panels designed to form weathertight seals. Include accessories required for weathertight installation.
  - 1. Insulation Core: Modified isocyanurate or polyurethane foam using a non-CFC blowing agent, with maximum flame-spread and smoke-developed indexes of 25 and 450, respectively.
    - a. Closed-Cell Content: 90 percent when tested according to ASTM D 6226.
    - b. Density: 2.0 to 2.6 lb/cu. ft. when tested according to ASTM D 1622.
    - c. Compressive Strength: Minimum 20 psi when tested according to ASTM D 1621.
    - d. Shear Strength: 26 psi when tested according to ASTM C 273/C 273M.
- B. Concealed-Fastener, Foamed-Insulation-Core Metal Wall Panels: Formed with tongue-and-groove panel edges; designed for sequential installation by interlocking panel edges and mechanically attaching panels to supports using concealed clips or fasteners.
  - 1. Provide and install product from one of the following manufacturers:
    - a. Centria Formwell Dimension Series.
    - b. Kingspan Optimo.
    - c. Metal Sales Manufacturing Corporation, IMPower Series.
  - Metallic-Coated Steel Sheet: Facings of zinc-coated (galvanized) steel sheet complying with ASTM A 653/A 653M, G90 coating designation, or aluminum-zinc alloy-coated steel sheet complying with ASTM A 792/A 792M, Class AZ50 coating designation; structural quality. Prepainted by the coil-coating process to comply with ASTM A 755/A 755M.
    - a. Nominal Thickness: 0.034 inch.
    - b. Exterior Finish: Three-coat fluoropolymer.
      - 1) Color: As selected by Architect from manufacturer's full range.
    - c. Interior Finish: Siliconized polyester.
      - 1) Color: As selected by Architect from manufacturer's full range.
  - Backer Board: On back side of exterior facing.
  - 4. Snap-on Batten: Same material, finish, and color as exterior facings of wall panels.
  - 5. Panel Coverage: 40 inches nominal.
  - 6. Panel Thickness: 3.0 inches.
  - 7. Thermal-Resistance Value (R-Value): 22 according to ASTM C 1363.

#### 2.3 MISCELLANEOUS MATERIALS

- A. Miscellaneous Metal Subframing and Furring: ASTM C 645, cold-formed, metallic-coated steel sheet, ASTM A 653/A 653M, G90 coating designation or ASTM A 792/A 792M, Class AZ50 aluminum-zinc-alloy coating designation unless otherwise indicated. Provide manufacturer's standard sections as required for support and alignment of metal panel system.
- B. Panel Accessories: Provide components required for a complete, weathertight panel system including trim, copings, fasciae, mullions, sills, corner units, clips, flashings, sealants, gaskets, fillers, closure strips, and similar items. Match material and finish of metal panels unless otherwise indicated.
  - 1. Closures: Provide closures at eaves and rakes, fabricated of same metal as metal panels.

- 2. Backing Plates: Provide metal backing plates at panel end splices, fabricated from material recommended by manufacturer.
- Closure Strips: Closed-cell, expanded, cellular, rubber or crosslinked, polyolefin-foam or closed-cell laminated polyethylene; minimum 1-inch- thick, flexible closure strips; cut or premolded to match metal panel profile. Provide closure strips where indicated or necessary to ensure weathertight construction.
- C. Backer Board: Hardboard complying with ANSI A135.4, Class 1 tempered, 1/4 inch thick unless otherwise indicated.
- D. Flashing and Trim: Provide flashing and trim formed from same material as metal panels as required to seal against weather and to provide finished appearance. Locations include, but are not limited to, bases, drips, sills, jambs, corners, endwalls, framed openings, rakes, fasciae, parapet caps, soffits, reveals, and fillers. Finish flashing and trim with same finish system as adjacent metal panels.
- E. Panel Fasteners: Self-tapping screws designed to withstand design loads. Provide exposed fasteners with heads matching color of metal panels by means of plastic caps or factory-applied coating. Provide EPDM or PVC sealing washers for exposed fasteners.
- F. Panel Sealants: Provide sealant type recommended by manufacturer that are compatible with panel materials, are nonstaining, and do not damage panel finish.
  - 1. 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.
  - 2. Joint Sealant: ASTM C 920; elastomeric polyurethane or silicone sealant; of type, grade, class, and use classifications required to seal joints in metal panels and remain weathertight; and as recommended in writing by metal panel manufacturer.
  - 3. Butyl-Rubber-Based, Solvent-Release Sealant: ASTM C 1311.

## 2.4 FABRICATION

- A. General: Fabricate and finish metal panels and accessories at the factory, by manufacturer's standard procedures and processes, as necessary to fulfill indicated performance requirements demonstrated by laboratory testing. Comply with indicated profiles and with dimensional and structural requirements.
- B. Provide panel profile, including major ribs and intermediate stiffening ribs, if any, for full length of panel.
- C. Fabricate metal panel joints with factory-installed captive gaskets or separator strips that provide a weathertight seal and prevent metal-to-metal contact, and that minimize noise from movements.
- D. Sheet Metal Flashing and Trim: Fabricate flashing and trim to comply with manufacturer's recommendations and recommendations in SMACNA's "Architectural Sheet Metal Manual" that apply to design, dimensions, metal, and other characteristics of item indicated.
  - Form exposed sheet metal accessories that are without excessive oil canning, buckling, and tool
    marks and that are true to line and levels indicated, with exposed edges folded back to form hems.
  - 2. Seams: Fabricate nonmoving seams in accessories with flat-lock seams. Tin edges to be seamed, form seams, and solder.
  - 3. Sealed Joints: Form nonexpansion, but movable, joints in metal to accommodate sealant and to comply with SMACNA standards.
  - 4. Conceal fasteners and expansion provisions where possible. Exposed fasteners are not allowed on faces of accessories exposed to view.
  - 5. Fabricate cleats and attachment devices from same material as accessory being anchored or from compatible, noncorrosive metal recommended in writing by metal panel manufacturer.

Size: As recommended by SMACNA's "Architectural Sheet Metal Manual" or metal wall
panel manufacturer for application but not less than thickness of metal being secured.

#### 2.5 FINISHES

- A. Protect mechanical and painted finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.
- B. 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 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.
- C. Steel Panels and Accessories:
  - 1. Three-Coat Fluoropolymer: AAMA 621. Fluoropolymer finish containing not less than 70 percent PVDF resin by weight in both color coat and clear topcoat. Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.
  - 2. Concealed Finish: Apply pretreatment and manufacturer's standard white or light-colored acrylic or polyester backer finish consisting of prime coat and wash coat with a minimum total dry film thickness of 0.5 mil.

#### PART 3 - EXECUTION

#### 3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances, metal panel supports, and other conditions affecting performance of the Work.
  - Examine wall framing to verify that girts, angles, channels, studs, and other structural panel support members and anchorage have been installed within alignment tolerances required by metal wall panel manufacturer.
  - 2. Examine wall sheathing to verify that sheathing joints are supported by framing or blocking and that installation is within flatness tolerances required by metal wall panel manufacturer.
    - a. Verify that air- or water-resistive barriers have been installed over sheathing or backing substrate to prevent air infiltration or water penetration.
- B. Examine roughing-in for components and systems penetrating metal panels to verify actual locations of penetrations relative to seam locations of metal panels before installation.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

#### 3.2 PREPARATION

A. Miscellaneous Supports: Install subframing, furring, and other miscellaneous panel support members and anchorages according to ASTM C 754 and metal panel manufacturer's written recommendations.

#### 3.3 METAL PANEL INSTALLATION

- A. General: Install metal panels according to manufacturer's written instructions in orientation, sizes, and locations indicated. Install panels perpendicular to supports unless otherwise indicated. Anchor metal panels and other components of the Work securely in place, with provisions for thermal and structural movement.
  - 1. Shim or otherwise plumb substrates receiving metal panels.
  - 2. Flash and seal metal panels at perimeter of all openings. Fasten with self-tapping screws. Do not begin installation until air- or water-resistive barriers and flashings that will be concealed by metal panels are installed.
  - 3. Install screw fasteners in predrilled holes.
  - 4. Locate and space fastenings in uniform vertical and horizontal alignment.
  - 5. Install flashing and trim as metal panel work proceeds.
  - 6. Locate panel splices over, but not attached to, structural supports. Stagger panel splices and end laps to avoid a four-panel lap splice condition.
  - 7. Align bottoms of metal panels and fasten with blind rivets, bolts, or self-tapping screws. Fasten flashings and trim around openings and similar elements with self-tapping screws.
  - 8. Provide weathertight escutcheons for pipe- and conduit-penetrating panels.

#### B. Fasteners:

- Steel Panels: Use stainless-steel fasteners for surfaces exposed to the exterior; use galvanizedsteel fasteners for surfaces exposed to the interior.
- 2. Aluminum Panels: Use aluminum or stainless-steel fasteners for surfaces exposed to the exterior; use aluminum or galvanized-steel fasteners for surfaces exposed to the interior.
- C. Metal Protection: Where dissimilar metals contact each other or corrosive substrates, protect against galvanic action as recommended in writing by metal panel manufacturer.
- D. Joint Sealers: Install gaskets, joint fillers, and sealants where indicated and where required for weathertight performance of metal wall panel assemblies. Provide types of gaskets, fillers, and sealants indicated by metal panel manufacturer; or, if not indicated, provide types recommended by metal wall panel manufacturer.
  - Seal metal wall panel end laps with double beads of tape or sealant, full width of panel. Seal side joints where recommended by metal wall panel manufacturer.
  - 2. Prepare joints and apply sealants to comply with requirements in Section 079200 "Joint Sealants."

## 3.4 INSULATED METAL WALL PANEL INSTALLATION

- A. General: Apply continuous ribbon of sealant to panel joint on concealed side of insulated metal wall panels as vapor seal; apply sealant to panel joint on exposed side of panels for weather seal.
  - 1. Fasten foamed-insulation-core metal wall panels to supports with fasteners at each lapped joint at location and spacing and with fasteners recommended by manufacturer.
  - 2. Apply panels and associated items true to line for neat and weathertight enclosure. Avoid "panel creep" or application not true to line.
  - 3. Provide metal-backed washers under heads of exposed fasteners on weather side of insulated metal wall panels.
  - 4. Locate and space exposed fasteners in uniform vertical and horizontal alignment. Use proper tools to obtain controlled uniform compression for positive seal without rupture of washer.
  - 5. Provide sealant tape at lapped joints of insulated metal wall panels and between panels and protruding equipment, vents, and accessories.
  - Apply a continuous ribbon of sealant tape to panel side laps and elsewhere as needed to make panels weathertight.

- 7. Apply snap-on battens to exposed-fastener, insulated-core metal wall panel seams to conceal fasteners.
- B. Foamed-Insulation-Core Metal Wall Panels: Fasten metal wall panels to supports with concealed clips at each joint at location and spacing and with fasteners recommended by manufacturer. Fully engage tongue and groove of adjacent panels.
  - Install clips to supports with self-tapping fasteners.
- C. Laminated-Insulation-Core Metal Wall Panels:
  - 1. Wrapped-Edge Panels: Mechanically attach wall panels to supports using staggered, concealed side clips engaging wrapped panel edges. Install clips to supports with self-tapping fasteners. Seal joints with backer rod and sealant or manufacturer's standard gaskets.
  - Wrapped-Edge Panels: Mechanically attach wall panels through extended edge of panels to supports using self-tapping fasteners. Seal joints with backer rod and sealant or manufacturer's standard gaskets.
  - 3. Shiplap-Edge Panels: Mechanically attach wall panels to supports using staggered, concealed side clips engaging tongue-and-groove panel edges. Install clips to supports with self-tapping fasteners.
    - a. Horizontal Joints: Seal joints with backer rod and sealant.
    - b. Vertical Joints: Seal joints with backer rod and sealant.
  - 4. Framed-Edge Panels: Mechanically attach wall panels through integral, extruded edge members to supports using self-tapping fasteners. Seal joints with manufacturer's standard gaskets.

## 3.5 FIELD QUALITY CONTROL

- A. Testing Agency: Engage a qualified testing agency to perform tests and inspections.
- B. Water-Spray Test: After installation, test area of assembly for water penetration according to AAMA 501.2.
- C. Manufacturer's Field Service: Engage a factory-authorized service representative to test and inspect completed metal wall panel installation, including accessories.
- D. Metal wall panels will be considered defective if they do not pass test and inspections.
- E. Additional tests and inspections, at Contractor's expense, are performed to determine compliance of replaced or additional work with specified requirements.
- F. Prepare test and inspection reports.

## 3.6 CLEANING AND PROTECTION

- A. Remove temporary protective coverings and strippable films, if any, as metal panels are installed, unless otherwise indicated in manufacturer's written installation instructions. On completion of metal panel installation, clean finished surfaces as recommended by metal panel manufacturer. Maintain in a clean condition during construction.
- B. After metal panel installation, clear weep holes and drainage channels of obstructions, dirt, and sealant.

Page 9 of 9

C. Replace metal panels that have been damaged or have deteriorated beyond successful repair by finish touchup or similar minor repair procedures.

END OF SECTION 074213.19 03/23/2018

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#### SECTION 077200 - ROOF ACCESSORIES

#### 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:
  - 1. Pipe portals.
  - 2. Preformed flashing sleeves.
  - 3. EPDM counterflashing.
  - 4. Styrene-Butadiene-Styrene (SBS) modified bituminous membrane counterflashing.

## B. Related Sections:

- 1. Section 230548 "Vibration and Seismic Controls for HVAC" for special curbs designed to accommodate seismic and vibration controls.
- 2. Section 233423 "HVAC Power Ventilators" for power roof-mounted ventilators.
- 3. Section 284621.11 "Addressable Fire-Alarm Systems" for interconnects to automatically operated heat and smoke vents.

# 1.3 COORDINATION

- A. Coordinate layout and installation of roof accessories with roofing membrane and base flashing and interfacing and adjoining construction to provide a leakproof, weathertight, secure, and noncorrosive installation.
- B. Coordinate dimensions with rough-in information or Shop Drawings of equipment to be supported.

# 1.4 ACTION SUBMITTALS

- A. Product Data: For each type of roof accessory.
  - 1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes.
- B. Shop Drawings: For roof accessories.
  - 1. Include plans, elevations, keyed details, and attachments to other work. Indicate dimensions, loadings, and special conditions. Distinguish between plant- and field-assembled work.
- C. Samples: For each exposed product and for each color and texture specified, prepared on Samples of size to adequately show color.

- D. Delegated-Design Submittal: For pipe on duct supports indicated to comply with performance requirements and design criteria, including analysis data signed and sealed by the qualified professional engineer responsible for their preparation.
  - 1. Detail mounting, securing, and flashing of roof-mounted items to roof structure. Indicate coordinating requirements with roof membrane system.
  - 2. Wind-Restraint Details: Detail fabrication and attachment of wind restraints. Show anchorage details and indicate quantity, diameter, and depth of penetration of anchors.

#### 1.5 INFORMATIONAL SUBMITTALS

- A. Coordination Drawings: Roof plans, drawn to scale, and coordinating penetrations and roof-mounted items. Show the following:
  - 1. Size and location of roof accessories specified in this Section.
  - 2. Method of attaching roof accessories to roof or building structure.
  - 3. Other roof-mounted items including mechanical and electrical equipment, ductwork, piping, and conduit.
  - 4. Required clearances.
- B. Sample Warranties: For manufacturer's special warranties.

#### 1.6 CLOSEOUT SUBMITTALS

A. Operation and Maintenance Data: For roof accessories to include in operation and maintenance manuals.

#### 1.7 WARRANTY

- A. Special Warranty on Painted Finishes: Manufacturer's standard form in which manufacturer agrees to repair finishes or replace roof accessories that show evidence of deterioration of factory-applied finishes within specified warranty period.
  - 1. Fluoropolymer 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 from date of Substantial Completion.

## PART 2 - PRODUCTS

# 2.1 PERFORMANCE REQUIREMENTS

A. General Performance: Roof accessories shall withstand exposure to weather and resist thermally induced movement without failure, rattling, leaking, or fastener disengagement due to defective manufacture, fabrication, installation, or other defects in construction.

#### 2.2 PIPE PORTALS

- A. Curb-Mounted Pipe Portal: Insulated roof-curb units with welded or mechanically fastened and sealed corner joints, straight sides, integral metal cant, or stepped integral metal cant raised the thickness of roof insulation, and integrally formed deck-mounting flange at perimeter bottom; with weathertight curb cover with single or multiple collared openings and pressure-sealed conically shaped EPDM protective rubber caps sized for piping indicated, with stainless-steel snaplock swivel clamps.
- B. Flashing Pipe Portal: Formed aluminum membrane-mounting flashing flange and sleeve with collared opening and pressure-sealed conically shaped EPDM protective rubber cap sized for piping indicated, with stainless-steel snaplock swivel clamps.

#### 2.3 PREFORMED FLASHING SLEEVES

- A. Exhaust Vent Flashing: Double-walled metal flashing sleeve or boot, insulation filled, with integral deck flange, 12 inches high, with removable metal hood and slotted or perforated metal collar.
  - 1. Metal: Aluminum sheet, 0.063 inch thick.
  - 2. Diameter: As indicated on Drawings.
  - 3. Finish: Manufacturer's standard.
- B. Vent Stack Flashing: Metal flashing sleeve, uninsulated, with integral deck flange.
  - 1. Metal: Aluminum sheet, 0.063 inch thick.
  - 2. Height: 13 inches.
  - 3. Diameter: As indicated on Drawings.
  - Finish: Manufacturer's standard.

# 2.4 METAL MATERIALS

- A. Zinc-Coated (Galvanized) Steel Sheet: ASTM A 653/A 653M, G90 coating designation.
  - 1. Mill-Phosphatized Finish: Manufacturer's standard for field painting.
  - 2. Factory Prime Coating: Where field painting is indicated, apply pretreatment and white or light-colored, factory-applied, baked-on epoxy primer coat, with a minimum dry film thickness of 0.2 mil.
  - 3. Exposed Coil-Coated Finish: Prepainted by the coil-coating process to comply with ASTM A 755/A 755M. Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.
    - a. Two-Coat Fluoropolymer Finish: AAMA 621. System consisting of primer and fluoropolymer color topcoat containing not less than 70 percent PVDF resin by weight.
  - 4. Baked-Enamel or Powder-Coat Finish: After cleaning and pretreating, apply manufacturer's standard two-coat, baked-on finish consisting of prime coat and thermosetting topcoat to a minimum dry film thickness of 2 mils.
  - Concealed Finish: Pretreat with manufacturer's standard white or light-colored acrylic or polyesterbacker finish consisting of prime coat and wash coat, with a minimum total dry film thickness of 0.5 mil
- B. Aluminum-Zinc Alloy-Coated Steel Sheet: ASTM A 792/A 792M, AZ50 coated.
  - 1. Factory Prime Coating: Where field painting is indicated, apply pretreatment and white or light-colored, factory-applied, baked-on epoxy primer coat, with a minimum dry film thickness of 0.2 mil.

- 2. Exposed Coil-Coated Finish: Prepainted by the coil-coating process to comply with ASTM A 755/A 755M. Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.
  - a. Two-Coat Fluoropolymer Finish: AAMA 621. System consisting of primer and fluoropolymer color topcoat containing not less than 70 percent PVDF resin by weight.
- 3. Baked-Enamel or Powder-Coat Finish: After cleaning and pretreating, apply manufacturer's standard two-coat, baked-on finish consisting of prime coat and thermosetting topcoat to a minimum dry film thickness of 2 mils.
- Concealed Finish: Pretreat with manufacturer's standard white or light-colored acrylic or polyesterbacker finish consisting of prime coat and wash coat, with a minimum total dry film thickness of 0.5 mil.
- C. Aluminum Sheet: ASTM B 209, manufacturer's standard alloy for finish required, with temper to suit forming operations and performance required.
  - 1. Mill Finish: As manufactured.
  - 2. Factory Prime Coating: Where field painting is indicated, apply pretreatment and white or light-colored, factory-applied, baked-on epoxy primer coat, with a minimum dry film thickness of 0.2 mil.
  - 3. Clear Anodic Finish: AAMA 611, AA-M12C22A41, Class I, 0.018 mm or thicker.
  - 4. Color Anodic Finish: AAMA 611, AA-M12C22A42/A44, Class I, 0.018 mm or thicker.
  - 5. Exposed Coil-Coated Finish: Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.
    - a. Two-Coat Fluoropolymer Finish: AAMA 2605. System consisting of primer and fluoropolymer color topcoat containing not less than 70 percent PVDF resin by weight.
  - 6. Baked-Enamel or Powder-Coat Finish: AAMA 2603 except with a minimum dry film thickness of 1.5 mils. Comply with coating manufacturer's written instructions for cleaning, conversion coating, and applying and baking finish.
  - 7. Concealed Finish: Pretreat with manufacturer's standard white or light-colored acrylic or polyester-backer finish consisting of prime coat and wash coat, with a minimum total dry film thickness of 0.5 mil.
- D. Aluminum Extrusions and Tubes: ASTM B 221, manufacturer's standard alloy and temper for type of use, finished to match assembly where used; otherwise mill finished.
- E. Stainless-Steel Sheet and Shapes: ASTM A 240/A 240M or ASTM A 666, Type 304.
- F. Steel Shapes: ASTM A 36/A 36M, hot-dip galvanized according to ASTM A 123/A 123M unless otherwise indicated.
- G. Steel Tube: ASTM A 500/A 500M, round tube.
- H. Galvanized-Steel Tube: ASTM A 500/A 500M, round tube, hot-dip galvanized according to ASTM A 123/A 123M.
- I. Steel Pipe: ASTM A 53/A 53M, galvanized.

#### 2.5 MISCELLANEOUS MATERIALS

- A. General: Provide materials and types of fasteners, protective coatings, sealants, and other miscellaneous items required by manufacturer for a complete installation.
- B. EPDM Counterflashing: Pressure-sensitive elastoform flashing in conjunction with EPDM primer.

- C. SBS Modified Bituminous Membrane Counterflashing: High performance modified bitumen finish ply designed for use in homogeneous multi-layer modified bitumen roof membrane systems.
- D. Acrylic Glazing: ASTM D 4802, thermoformable, monolithic sheet, manufacturer's standard, Type UVA (formulated with UV absorber), Finish 1 (smooth or polished).
- E. Polycarbonate Glazing: Thermoformable, monolithic polycarbonate sheets manufactured by extrusion process, burglar-resistance rated according to UL 972 with an average impact strength of 12 to 16 ft-lbf/in. of width when tested according to ASTM D 256, Method A (Izod).
- F. Cellulosic-Fiber Board Insulation: ASTM C 208, Type II, Grade 1, thickness as indicated.
- G. Glass-Fiber Board Insulation: ASTM C 726, nominal density of 3 lb/cu. ft., thermal resistivity of 4.3 deg F x h x sq. ft./Btu x in. at 75 deg F, thickness as indicated.
- H. Polyisocyanurate Board Insulation: ASTM C 1289, thickness and thermal resistivity as indicated.
- I. Wood Nailers: Softwood lumber, pressure treated with waterborne preservatives for aboveground use, acceptable to authorities having jurisdiction, containing no arsenic or chromium, and complying with AWPA C2; not less than 1-1/2 inches thick.
- J. Bituminous Coating: Cold-applied asphalt emulsion complying with ASTM D 1187/D 1187M.
- K. Underlayment:
  - 1. Felt: ASTM D 226/D 226M, Type II (No. 30), asphalt-saturated organic felt, nonperforated.
  - 2. Polyethylene Sheet: 6-mil- thick polyethylene sheet complying with ASTM D 4397.
  - 3. Slip Sheet: Building paper, 3 lb/100 sq. ft. minimum, rosin sized.
  - 4. Self-Adhering, High-Temperature Sheet: Minimum 30 to 40 mils thick, consisting of slip-resisting polyethylene-film top surface laminated to layer of butyl or SBS-modified asphalt adhesive, with release-paper backing; cold applied. Provide primer when recommended by underlayment manufacturer.
  - Fasteners: Roof accessory manufacturer's recommended fasteners suitable for application and metals being fastened. Match finish of exposed fasteners with finish of material being fastened. Provide nonremovable fastener heads to exterior exposed fasteners. Furnish the following unless otherwise indicated:
  - Fasteners for Zinc-Coated or Aluminum-Zinc Alloy-Coated Steel: Series 300 stainless steel or hotdip zinc-coated steel according to ASTM A 153/A 153M or ASTM F 2329.
  - 7. Fasteners for Aluminum Sheet: Aluminum or Series 300 stainless steel.
  - 8. Fasteners for Stainless-Steel Sheet: Series 300 stainless steel.
- L. Gaskets: Manufacturer's standard tubular or fingered design of neoprene, EPDM, PVC, or silicone or a flat design of foam rubber, sponge neoprene, or cork.
- M. Elastomeric Sealant: ASTM C 920, elastomeric polyurethane or silicone polymer sealant as recommended by roof accessory manufacturer for installation indicated; low modulus; of type, grade, class, and use classifications required to seal joints and remain watertight.
- N. Butyl Sealant: ASTM C 1311, single-component, solvent-release butyl rubber sealant; polyisobutylene plasticized; heavy bodied for expansion joints with limited movement.
- O. Asphalt Roofing Cement: ASTM D 4586/D 4586M, asbestos free, of consistency required for application.

# 2.6 GENERAL FINISH REQUIREMENTS

- A. Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.
- B. Appearance of Finished Work: Noticeable variations in same piece are not acceptable. Variations in appearance of adjoining 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 substrates, areas, and conditions, with Installer present, to verify actual locations, dimensions, and other conditions affecting performance of the Work.
- B. Verify that substrate is sound, dry, smooth, clean, sloped for drainage, and securely anchored.
- C. Verify dimensions of roof openings for roof accessories.
- D. Proceed with installation only after unsatisfactory conditions have been corrected.

#### 3.2 INSTALLATION

- A. General: Install roof accessories according to manufacturer's written instructions.
  - 1. Install roof accessories level; plumb; true to line and elevation; and without warping, jogs in alignment, buckling, or tool marks.
  - 2. Anchor roof accessories securely in place so they are capable of resisting indicated loads.
  - 3. Use fasteners, separators, sealants, and other miscellaneous items as required to complete installation of roof accessories and fit them to substrates.
  - Install roof accessories to resist exposure to weather without failing, rattling, leaking, or loosening of fasteners and seals.
- B. Metal Protection: Protect metals against galvanic action by separating dissimilar metals from contact with each other or with corrosive substrates by painting contact surfaces with bituminous coating or by other permanent separation as recommended by manufacturer.
  - Coat concealed side of uncoated aluminum or stainless-steel roof accessories with bituminous coating where in contact with wood, ferrous metal, or cementitious construction.
  - 2. Underlayment: Where installing roof accessories directly on cementitious or wood substrates, install a course of underlayment and cover with manufacturer's recommended slip sheet.
  - 3. Bed flanges in thick coat of asphalt roofing cement where required by manufacturers of roof accessories for waterproof performance.
- C. Preformed Flashing-Sleeve and Flashing Pipe Portal Installation: Secure flashing sleeve to roof membrane according to flashing-sleeve manufacturer's written instructions; flash sleeve flange to surrounding roof membrane according to roof membrane manufacturer's instructions.
- D. Seal joints with elastomeric or butyl sealant as required by roof accessory manufacturer.

Page 7 of 7

# 3.3 REPAIR AND CLEANING

- A. Galvanized Surfaces: Clean field welds, bolted connections, and abraded areas and repair galvanizing according to ASTM A 780/A 780M.
- B. Touch up factory-primed surfaces with compatible primer ready for field painting according to Section 099113 "Exterior Painting."
- C. Clean exposed surfaces according to manufacturer's written instructions.
- D. Clean off excess sealants.
- E. Replace roof accessories that have been damaged or that cannot be successfully repaired by finish touchup or similar minor repair procedures.

END OF SECTION 077200 03/23/2018

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#### SECTION 078413 - PENETRATION FIRESTOPPING

#### 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:
  - 1. Penetrations in fire-resistance-rated walls.
  - 2. Penetrations in horizontal assemblies.
  - 3. Penetrations in smoke barriers.

#### 1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Product Schedule: For each penetration firestopping system. Include location, illustration of firestopping system, and design designation of qualified testing and inspecting agency. Provide UL listed assemblies for all floor and wall penetrations through rated assemblies. Provide a complete submittal package for all pipe sizes and all assemblies that they will seal on the project.
  - 1. Engineering Judgments: Where Project conditions require modification to a qualified testing and inspecting agency's illustration for a particular penetration firestopping system, submit illustration, with modifications marked, approved by penetration firestopping system manufacturer's fire-protection engineer as an engineering judgment or equivalent fire-resistance-rated assembly. Obtain approval of authorities having jurisdiction prior to submittal.

# 1.4 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For Installer.
- B. Product Test Reports: For each penetration firestopping system, for tests performed by a qualified testing agency.

#### 1.5 CLOSEOUT SUBMITTALS

A. Installer Certificates: From Installer indicating that penetration firestopping systems have been installed in compliance with requirements and manufacturer's written instructions.

## 1.6 QUALITY ASSURANCE

A. Installer Qualifications: A firm that has been approved by FM Global according to FM Global 4991, "Approval of Firestop Contractors," or been evaluated by UL and found to comply with its "Qualified Firestop Contractor Program Requirements."

#### 1.7 PROJECT CONDITIONS

- A. Environmental Limitations: Do not install penetration firestopping system when ambient or substrate temperatures are outside limits permitted by penetration firestopping system manufacturers or when substrates are wet because of rain, frost, condensation, or other causes.
- B. Install and cure penetration firestopping materials per manufacturer's written instructions using natural means of ventilations or, where this is inadequate, forced-air circulation.

#### 1.8 COORDINATION

- A. Coordinate construction of openings and penetrating items to ensure that penetration firestopping systems can be installed according to specified firestopping system design.
- B. Coordinate sizing of sleeves, openings, core-drilled holes, or cut openings to accommodate penetration firestopping systems.

#### PART 2 - PRODUCTS

#### 2.1 PERFORMANCE REQUIREMENTS

- A. Fire-Test-Response Characteristics:
  - 1. Perform penetration firestopping system tests by a qualified testing agency acceptable to authorities having jurisdiction.
  - 2. Test per testing standards referenced in "Penetration Firestopping Systems" Article. Provide rated systems complying with the following requirements:
    - a. Penetration firestopping systems shall bear classification marking of a qualified testing agency.
      - 1) UL in its "Fire Resistance Directory."
      - 2) Intertek Group in its "Directory of Listed Building Products."
      - 3) FM Global in its "Building Materials Approval Guide."

#### 2.2 PENETRATION FIRESTOPPING SYSTEMS

A. Penetration Firestopping Systems: Systems that resist spread of fire, passage of smoke and other gases, and maintain original fire-resistance rating of construction penetrated. Penetration firestopping systems shall be compatible with one another, with the substrates forming openings, and with penetrating items if any.

- 1. Basis-of-Design Product: Subject to compliance with requirements, provide product indicated on Drawings or comparable product by one of the following:
  - a. 3M Fire Protection Products.
  - b. A/D Fire Protection Systems Inc.
  - c. Construction Solutions.
  - d. Grabber Construction Products.
  - e. Hilti, Inc.
  - f. HOLDRITE.
  - g. NUCO Inc.
  - h. Passive Fire Protection Partners.
  - i. RectorSeal.
  - j. Specified Technologies, Inc.
  - k. STC Sound Control.
  - I. Tremco, Inc.
- B. Penetrations in Fire-Resistance-Rated Walls: Penetration firestopping systems with ratings determined per ASTM E 814 or UL 1479, based on testing at a positive pressure differential of 0.01-inch wg.
  - 1. F-Rating: Not less than the fire-resistance rating of constructions penetrated.
- C. Penetrations in Horizontal Assemblies: Penetration firestopping systems with ratings determined per ASTM E 814 or UL 1479, based on testing at a positive pressure differential of 0.01-inch wg.
  - 1. F-Rating: At least one hour, but not less than the fire-resistance rating of constructions penetrated.
  - 2. T-Rating: At least one hour, but not less than the fire-resistance rating of constructions penetrated except for floor penetrations within the cavity of a wall.
  - 3. W-Rating: Provide penetration firestopping systems showing no evidence of water leakage when tested according to UL 1479.
- D. Penetrations in Smoke Barriers: Penetration firestopping systems with ratings determined per UL 1479, based on testing at a positive pressure differential of 0.30-inch wg.
  - 1. L-Rating: Not exceeding 5.0 cfm/sq. ft. of penetration opening at and no more than 50-cfm cumulative total for any 100 sq. ft. at both ambient and elevated temperatures.
- E. Exposed Penetration Firestopping Systems: Flame-spread and smoke-developed indexes of less than 25 and 450, respectively, per ASTM E 84.
- F. Accessories: Provide components for each penetration firestopping system that are needed to install fill materials and to maintain ratings required. Use only those components specified by penetration firestopping system manufacturer and approved by qualified testing and inspecting agency for conditions indicated.
  - 1. Permanent forming/damming/backing materials.
  - 2. Substrate primers.
  - 3. Collars.
  - 4. Steel sleeves.

## 2.3 FILL MATERIALS

A. Cast-in-Place Firestop Devices: Factory-assembled devices for use in cast-in-place concrete floors and consisting of an outer sleeve lined with an intumescent strip, a flange attached to one end of the sleeve for fastening to concrete formwork, and a neoprene gasket.

- B. Latex Sealants: Single-component latex formulations that do not re-emulsify after cure during exposure to moisture.
- C. Firestop Devices: Factory-assembled collars formed from galvanized steel and lined with intumescent material sized to fit specific diameter of penetrant.
- D. Intumescent Composite Sheets: Rigid panels consisting of aluminum-foil-faced intumescent elastomeric sheet bonded to galvanized-steel sheet.
- E. Intumescent Putties: Nonhardening, water-resistant, intumescent putties containing no solvents or inorganic fibers.
- F. Intumescent Wrap Strips: Single-component intumescent elastomeric sheets with aluminum foil on one side.
- G. Mortars: Prepackaged dry mixes consisting of a blend of inorganic binders, hydraulic cement, fillers and lightweight aggregate formulated for mixing with water at Project site to form a nonshrinking, homogeneous mortar.
- H. Pillows/Bags: Reusable heat-expanding pillows/bags consisting of glass-fiber cloth cases filled with a combination of mineral-fiber, water-insoluble expansion agents, and fire-retardant additives. Where exposed, cover openings with steel-reinforcing wire mesh to protect pillows/bags from being easily removed.
- I. Silicone Foams: Multicomponent, silicone-based liquid elastomers that, when mixed, expand and cure in place to produce a flexible, nonshrinking foam.
- J. Silicone Sealants: Single-component, silicone-based, neutral-curing elastomeric sealants.

## 2.4 MIXING

A. Penetration Firestopping Materials: For those products requiring mixing before application, comply with penetration firestopping 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 EXAMINATION

- A. Examine substrates and conditions, with Installer present, for compliance with requirements for opening configurations, penetrating items, substrates, and other conditions affecting performance of the Work.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 PREPARATION

- A. Surface Cleaning: Before installing penetration firestopping systems, clean out openings immediately to comply with manufacturer's written instructions and with the following requirements:
  - 1. Remove from surfaces of opening substrates and from penetrating items foreign materials that could interfere with adhesion of penetration firestopping materials.
  - 2. Clean opening substrates and penetrating items to produce clean, sound surfaces capable of developing optimum bond with penetration firestopping materials. Remove loose particles remaining from cleaning operation.
  - 3. Remove laitance and form-release agents from concrete.
- B. Prime substrates where recommended in writing by manufacturer using that manufacturer's recommended products and methods. Confine primers to areas of bond; do not allow spillage and migration onto exposed surfaces

#### 3.3 INSTALLATION

- A. General: Install penetration firestopping systems to comply with manufacturer's written installation instructions and published drawings for products and applications.
- B. Install forming 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.
  - 1. After installing fill materials and allowing them to fully cure, remove combustible forming materials and other accessories not forming permanent components of firestopping.
- C. Install fill materials by proven techniques to produce the following results:
  - 1. Fill voids and cavities formed by openings, forming materials, accessories and penetrating items to achieve required fire-resistance ratings.
  - 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 the Work, finish to produce smooth, uniform surfaces that are flush with adjoining finishes.

### 3.4 IDENTIFICATION

- A. Wall Identification: Permanently label walls containing penetration firestopping systems with the words "FIRE AND/OR SMOKE BARRIER PROTECT ALL OPENINGS," using lettering not less than 3 inches high and with minimum 0.375-inch strokes.
  - Locate in accessible concealed floor, floor-ceiling, or attic space at 15 feet from end of wall and at intervals not exceeding 30 feet.
- B. Penetration Identification: Identify each penetration firestopping system with legible metal or plastic labels. Attach labels permanently to surfaces adjacent to and within 6 inches of penetration firestopping system edge so labels are visible to anyone seeking to remove penetrating items or firestopping systems. Use mechanical fasteners or self-adhering-type labels with adhesives capable of permanently bonding labels to surfaces on which labels are placed. Include the following information on labels:
  - 1. The words "Warning Penetration Firestopping Do Not Disturb. Notify Building Management of Any Damage."
  - 2. Contractor's name, address, and phone number.

- 3. Designation of applicable testing and inspecting agency.
- 4. Date of installation.
- 5. Manufacturer's name.
- 6. Installer's name.

### 3.5 FIELD QUALITY CONTROL

- A. Inspections, if required, will be performed by OSBI and OSFM.
- B. Where deficiencies are found or penetration firestopping system is damaged or removed because of testing, repair or replace penetration firestopping system to comply with requirements.
- C. Proceed with enclosing penetration firestopping systems with other construction only after inspection reports are issued and installations comply with requirements.

#### 3.6 CLEANING AND PROTECTION

- A. Clean off excess fill materials adjacent to openings as the Work progresses by methods and with cleaning materials that are approved in writing by penetration firestopping 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 that penetration firestopping systems are without damage or deterioration at time of Substantial Completion. If, despite such protection, damage or deterioration occurs, immediately cut out and remove damaged or deteriorated penetration firestopping material and install new materials to produce systems complying with specified requirements.

END OF SECTION 078413 03/23/2018

#### SECTION 079200 - JOINT SEALANTS

## 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:
  - 1. Silicone joint sealants.

#### 1.3 ACTION SUBMITTALS

A. Product Data: For each joint-sealant product.

## 1.4 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For qualified testing agency.
- B. Product Test Reports: For each kind of joint sealant, for tests performed by manufacturer and witnessed by a qualified testing agency.
- C. Sample Warranties: For special warranties.

## 1.5 QUALITY ASSURANCE

A. Installer Qualifications: An authorized representative who is trained and approved by manufacturer.

## 1.6 FIELD 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.
  - 2. When joint substrates are wet.
  - 3. Where joint widths are less than those allowed by joint-sealant manufacturer for applications indicated
  - Where contaminants capable of interfering with adhesion have not yet been removed from joint substrates.

#### 1.7 WARRANTY

- A. Special Installer's Warranty: 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: Two years from date of Substantial Completion.
- B. Special Manufacturer's Warranty: Manufacturer agrees to furnish joint sealants to repair or replace those joint sealants that do not comply with performance and other requirements specified in this Section within specified warranty period.
  - 1. Warranty Period: Five 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 stresses on the sealant exceeding sealant manufacturer's written specifications for sealant elongation and compression.
  - 2. Disintegration of joint substrates from 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 JOINT SEALANTS, 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. Colors of Exposed Joint Sealants: As selected by Architect from manufacturer's full range.

### 2.2 SILICONE JOINT SEALANTS

- A. Silicone, S, NS, 50, NT: Single-component, nonsag, plus 50 percent and minus 50 percent movement capability, nontraffic-use, neutral-curing silicone joint sealant; ASTM C 920, Type S, Grade NS, Class 50, Use NT.
  - 1. Basis-of-Design Product: Subject to compliance with requirements, provide product indicated on Drawings or comparable product by one of the following:
    - a. Adfast.
    - b. Dow Corning Corporation.
    - c. GE Construction Sealants; Momentive Performance Materials Inc.
    - d. May National Associates, Inc.; a subsidiary of Sika Corporation.
    - e. Pecora Corporation.
    - f. Sika Corporation; Joint Sealants.
- B. Silicone, S, NS, 25, NT: Single-component, nonsag, plus 25 percent and minus 25 percent movement capability, nontraffic-use, neutral-curing silicone joint sealant; ASTM C 920, Type S, Grade NS, Class 25, Use NT.

- 1. Basis-of-Design Product: Subject to compliance with requirements, provide product indicated on Drawings or comparable product by one of the following:
  - a. Dow Corning Corporation.
  - b. GE Construction Sealants; Momentive Performance Materials Inc.
  - c. Pecora Corporation.
  - d. Polymeric Systems, Inc.
  - e. Schnee-Morehead, Inc., an ITW company.
  - f. Sherwin-Williams Company (The).
- C. Silicone, Acid Curing, S, NS, 25, NT: Single-component, nonsag, plus 25 percent and minus 25 percent movement capability, nontraffic-use, acid-curing silicone joint sealant: ASTM C 920, Type S, Grade NS, Class 25, Use NT.
  - 1. Basis-of-Design Product: Subject to compliance with requirements, provide product indicated on Drawings or comparable product by one of the following:
    - Adfast.
    - b. Bostik, Inc.
    - c. Dow Corning Corporation.
    - d. Everkem Diversified Products, Inc.
    - e. May National Associates, Inc.; a subsidiary of Sika Corporation.
    - f. Pecora Corporation.
    - g. Polymeric Systems, Inc.
    - h. Sika Corporation; Joint Sealants.
- D. Silicone, S, NS, 100/50, T, NT: Single-component, nonsag, plus 100 percent and minus 50 percent movement capability, traffic- and nontraffic-use, neutral-curing silicone joint sealant; ASTM C 920, Type S, Grade NS, Class 100/50, Uses T and NT.
  - 1. Basis-of-Design Product: Subject to compliance with requirements, provide product indicated on Drawings or comparable product by one of the following:
    - a. Dow Corning Corporation.
    - b. May National Associates, Inc.; a subsidiary of Sika Corporation.
    - c. Pecora Corporation.
    - d. Sika Corporation; Joint Sealants.
- E. Silicone, S, NS, 25, T, NT: Single-component, nonsag, plus 25 percent and minus 25 percent movement capability, traffic- and nontraffic-use, neutral-curing silicone joint sealant; ASTM C 920, Type S, Grade NS, Class 25, Uses T and NT.
  - 1. Basis-of-Design Product: Subject to compliance with requirements, provide product indicated on Drawings or comparable product by one of the following:
    - a. May National Associates, Inc.; a subsidiary of Sika Corporation.
    - b. Pecora Corporation.
    - c. Sika Corporation; Joint Sealants.
- F. Silicone, S, P, 100/50, T, NT: Single-component, pourable, plus 100 percent and minus 50 percent movement capability traffic- and nontraffic-use, neutral-curing silicone joint sealant; ASTM C 920, Type S, Grade P, Class 100/50, Uses T and NT.
  - 1. Basis-of-Design Product: Subject to compliance with requirements, provide product indicated on Drawings or comparable product by one of the following:
    - a. May National Associates, Inc.; a subsidiary of Sika Corporation.

- b. Pecora Corporation.
- c. Sika Corporation; Joint Sealants.

#### 2.3 NONSTAINING SILICONE JOINT SEALANTS

- A. Nonstaining Joint Sealants: No staining of substrates when tested according to ASTM C 1248.
- B. Silicone, Nonstaining, S, NS, 100/50, NT: Nonstaining, single-component, nonsag, plus 100 percent and minus 50 percent movement capability, nontraffic-use, neutral-curing silicone joint sealant; ASTM C 920, Type S, Grade NS, Class 100/50, Use NT.
  - 1. Basis-of-Design Product: Subject to compliance with requirements, provide product indicated on Drawings or comparable product by one of the following:
    - a. May National Associates, Inc.; a subsidiary of Sika Corporation.
    - b. Pecora Corporation.
    - c. Sika Corporation; Joint Sealants.
    - d. Tremco Incorporated.
- C. Silicone, Nonstaining, S, NS, 50, NT: Nonstaining, single-component, nonsag, plus 50 percent and minus 50 percent movement capability, nontraffic-use, neutral-curing silicone joint sealant; ASTM C 920, Type S, Grade NS, Class 50, Use NT.
  - 1. Basis-of-Design Product: Subject to compliance with requirements, provide product indicated on Drawings or comparable product by one of the following:
    - a. Adfast.
    - b. Dow Corning Corporation.
    - c. GE Construction Sealants; Momentive Performance Materials Inc.
    - d. May National Associates, Inc.; a subsidiary of Sika Corporation.
    - e. Pecora Corporation.
    - f. Sika Corporation; Joint Sealants.
    - g. Tremco Incorporated.

#### 2.4 JOINT-SFALANT BACKING

- A. Sealant Backing Material, General: Nonstaining; compatible with joint substrates, sealants, primers, and other joint fillers; and approved for applications indicated by sealant manufacturer based on field experience and laboratory testing.
  - 1. Basis-of-Design Product: Subject to compliance with requirements, provide product indicated on Drawings or comparable product by one of the following:
    - a. Adfast.
    - b. Alcot Plastics Ltd.
    - c. BASF Corp. Construction Chemicals.
    - d. Construction Foam Products; a division of Nomaco, Inc.
- 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.
- C. Bond-Breaker Tape: Polyethylene tape or other plastic tape recommended by sealant manufacturer for preventing sealant from adhering to rigid, inflexible joint-filler materials or joint surfaces at back of joint. Provide self-adhesive tape where applicable.

#### 2.5 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 performance of the Work.
- 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:
  - 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.
  - 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.
    - c. Unglazed surfaces of ceramic tile.
    - d. Exterior insulation and finish systems.
  - 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.
    - c. Porcelain enamel.
    - d. Glazed surfaces of ceramic tile.
- 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. 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.
- D. Install bond-breaker tape behind sealants where sealant backings are not used between sealants and backs of joints.
- E. 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.
- F. 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.

#### 3.4 FIELD QUALITY CONTROL

A. Evaluation of Field-Adhesion-Test Results: Sealants not evidencing adhesive failure from testing or noncompliance with other indicated requirements will be considered satisfactory. Remove sealants that fail to adhere to joint substrates during testing or to comply with other requirements. Retest failed applications until test results prove sealants comply with indicated requirements.

Page 7 of 7

## 3.5 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.

## 3.6 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, remove, and repair damaged or deteriorated joint sealants immediately so installations with repaired areas are indistinguishable from original work.

END OF SECTION 079200

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#### SECTION 081113 - HOLLOW METAL DOORS AND FRAMES

## 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:
  - Interior standard steel doors and frames.
  - 2. Exterior galvanized steel doors and frames.
- B. Related Requirements:
  - Section 087111 "Door Hardware (Descriptive Specification)" for door hardware for hollow-metal doors

#### 1.3 DEFINITIONS

A. Minimum Thickness: Minimum thickness of base metal without coatings according to NAAMM-HMMA 803 or SDI A250.8.

#### 1.4 COORDINATION

- A. Coordinate anchorage installation for hollow-metal frames. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors. Deliver such items to Project site in time for installation.
- B. Coordinate requirements for installation of door hardware, electrified door hardware, and access control and security systems.

## 1.5 ACTION SUBMITTALS

- A. Product Data: For each type of product.
  - Include construction details, material descriptions, core descriptions, fire-resistance ratings, and finishes.
- B. Shop Drawings: Include the following:
  - 1. Elevations of each door type.
  - 2. Details of doors, including vertical- and horizontal-edge details and metal 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. Product Schedule: For hollow-metal doors and frames, prepared by or under the supervision of supplier, using same reference numbers for details and openings as those on Drawings. Coordinate with final door hardware schedule.

#### 1.6 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For door inspector.
  - 1. Fire-Rated Door Inspector: Submit documentation of compliance with NFPA 80, section 5.2.3.1.
  - 2. Egress Door Inspector: Submit documentation of compliance with NFPA 101, section 7.2.1.15.4.
  - 3. Submit copy of DHI Fire and Egress Door Assembly Inspector (FDAI) certificate.
- B. Product Test Reports: For each type of fire-rated hollow-metal door and frame assembly and thermally rated door assemblies for tests performed by a qualified testing agency indicating compliance with performance requirements.
- C. Oversize Construction Certification: For assemblies required to be fire-rated and exceeding limitations of labeled assemblies.
- D. Field quality control reports.

### 1.7 CLOSEOUT SUBMITTALS

A. Record Documents: For fire-rated doors, list of door numbers and applicable room name and number to which door accesses.

#### 1.8 QUALITY ASSURANCE

- A. Fire-Rated Door Inspector Qualifications: Inspector for field quality control inspections of fire-rated door assemblies shall meet the qualifications set forth in NFPA 80, section 5.2.3.1 and the following:
  - 1. Door and Hardware Institute Fire and Egress Door Assembly Inspector (FDAI) certification.
- B. Egress Door Inspector Qualifications: Inspector for field quality control inspections of egress door assemblies shall meet the qualifications set forth in NFPA 101, section 7.2.1.15.4 and the following:
  - 1. Door and Hardware Institute Fire and Egress Door Assembly Inspector (FDAI) certification.

## 1.9 DELIVERY, STORAGE, AND HANDLING

- A. Deliver hollow-metal doors and frames palletized, packaged, or crated to provide protection during transit and Project-site storage. Do not use nonvented plastic.
  - 1. Provide additional protection to prevent damage to factory-finished units.
- B. Deliver welded frames with two removable spreader bars across bottom of frames, tack welded to jambs and mullions.

C. Store hollow-metal doors and frames vertically under cover at Project site with head up. Place on minimum 4-inch- high wood blocking. Provide minimum 1/4-inch space between each stacked door to permit air circulation.

#### PART 2 - PRODUCTS

#### 2.1 MANUFACTURERS

- A. Basis-of-Design Product: Subject to compliance with requirements, provide product indicated on Drawings or comparable product by one of the following:
  - 1. Airtec Corporation.
  - 2. Apex Industries, Inc.
  - 3. Baron Metal Industries Inc.; an Assa Abloy Group company.
  - 4. Black Mountain Door, LLC.
  - 5. Ceco Door; ASSA ABLOY.
  - 6. Concept Frames, Inc.
  - 7. Curries Company; ASSA ABLOY.
  - 8. Custom Metal Products.
  - 9. Daybar Industries, Ltd.
  - 10. DE LA FONTAINE.
  - 11. Deansteel Manufacturing Company, Inc.
  - 12. Deronde Products.
  - 13. DKS Steel Door & Frame Systems, Inc.
  - 14. Door Components, Inc.
  - 15. Fleming Door Products Ltd.; Assa Abloy Group Company.
  - 16. Gensteel Doors, Inc.
  - 17. HMF Express, LLC.
  - 18. Hollow Metal Inc.
  - 19. Hollow Metal Xpress.
  - 20. JR Metal Frames Manufacturing, Inc.
  - 21. Karpen Steel Custom Doors & Frames.
  - 22. L.I.F. Industries, Inc.
  - 23. LaForce, Inc.
  - 24. Megamet Industries, Inc.
  - 25. Mesker Door Inc.
  - 26. Metropolitan Door Industries Corp.

## 2.2 PERFORMANCE REQUIREMENTS

- A. Fire-Rated Door Assemblies: Assemblies complying with NFPA 80 that are listed and labeled by a qualified testing agency acceptable to authorities having jurisdiction for fire-protection ratings indicated on Drawings, based on testing at positive pressure according to NFPA 252 or UL 10C.
  - Smoke- and Draft-Control Door Assemblies: Listed and labeled for smoke and draft control by a
    qualified testing agency acceptable to authorities having jurisdiction, based on testing according to
    UL 1784 and installed in compliance with NFPA 105.
  - 2. Oversize Fire-Rated Door Assemblies: For units exceeding sizes of tested assemblies, provide certification by a qualified testing agency that doors comply with standard construction requirements for tested and labeled fire-rated door assemblies except for size.
- B. Thermally Rated Door Assemblies: Provide door assemblies with U-factor of not more than 0.40 deg Btu/F x h x sq. ft. when tested according to ASTM C 518.

### 2.3 INTERIOR STANDARD STEEL DOORS AND FRAMES

- A. Construct hollow-metal doors and frames to comply with standards indicated for materials, fabrication, hardware locations, hardware reinforcement, tolerances, and clearances, and as specified.
- B. Heavy-Duty Doors and Frames: SDI A250.8, Level 2; SDI A250.4, Level B.
  - 1. Doors:
    - a. Type: As indicated in the Door and Frame Schedule.
    - b. Thickness: 1-3/4 inches.
    - c. Face: Metallic-coated steel sheet, minimum thickness of 0.042 inch.
    - d. Edge Construction: Model 1, Full Flush.
    - e. Edge Bevel: Provide manufacturer's standard beveled or square edges.
    - f. Core: Manufacturer's standard.
    - q. Fire-Rated Core: Manufacturer's standard vertical steel stiffener core for fire-rated doors.
  - 2. Frames:
    - a. Materials: Metallic-coated steel sheet, minimum thickness of 0.053 inch.
    - b. Transom Frames: Fabricated from same thickness material as adjacent door frame.
    - c. Construction: Full profile welded.
  - 3. Exposed Finish: Prime.

#### 2.4 EXTERIOR GALVANIZED STEEL DOORS AND FRAMES

- A. Construct hollow-metal doors and frames to comply with standards indicated for materials, fabrication, hardware locations, hardware reinforcement, tolerances, and clearances, and as specified.
- B. Heavy-Duty Doors and Frames: SDI 112-08 (R14), ASTM A 924 / A 924M, ASTM A 653 / A 653M, SDI A250.8, Level 2; SDI A250.4, Level B.
  - 1. Doors:
    - a. Type: As indicated in the Door and Frame Schedule.
    - b. Thickness: 1-3/4 inches.
    - Face: Galvanized metallic-coated steel sheet, minimum thickness of 0.042 inch, with minimum A60 coating.
    - d. Edge Construction: Model 1, Full Flush.
    - e. Edge Bevel: Provide manufacturer's standard beveled or square edges.
    - f. Top Edge Closures: Close top edges of doors with flush closures of same material as face sheets. Seal joints against water penetration.
    - g. Bottom Edges: Close bottom edges of doors where required for attachment of weather stripping with end closures or channels of same material as face sheets. Provide weep-hole openings in bottoms of exterior doors to permit moisture to escape.
    - h. Core: Manufacturer's standard.
    - Fire-Rated Core: Manufacturer's standard vertical steel stiffener with insulation core for firerated doors
  - 2. Frames:

Bid Documents - 03/23/2018

- a. Materials: Galvanized metallic-coated steel sheet, minimum thickness of 0.053 inch, with minimum A60 coating.
- b. Construction: Full profile welded.

3. Exposed Finish: Prime.

#### 2.5 HOLLOW-METAL PANELS

A. Provide hollow-metal panels of same materials, construction, and finish as adjacent door assemblies.

#### 2.6 FRAME ANCHORS

#### A. Jamb Anchors:

- 1. Type: Anchors of minimum size and type required by applicable door and frame standard, and suitable for performance level indicated.
- 2. Quantity: Minimum of three anchors per jamb, with one additional anchor for frames with no floor anchor. Provide one additional anchor for each 24 inches of frame height above 7 feet.
- 3. Postinstalled Expansion Anchor: Minimum 3/8-inch- diameter bolts with expansion shields or inserts, with manufacturer's standard pipe spacer.
- B. Floor Anchors: Provide floor anchors for each jamb and mullion that extends to floor.
- C. Floor Anchors for Concrete Slabs with Underlayment: Adjustable-type anchors with extension clips, allowing not less than 2-inch height adjustment. Terminate bottom of frames at top of underlayment.
- D. Material: ASTM A 879/A 879M, Commercial Steel (CS), 04Z coating designation; mill phosphatized.
  - For anchors built into exterior walls, steel sheet complying with ASTM A 1008/A 1008M or ASTM A 1011/A 1011M; hot-dip galvanized according to ASTM A 153/A 153M, Class B.

### 2.7 MATERIALS

- A. Cold-Rolled Steel Sheet: ASTM A 1008/A 1008M, Commercial Steel (CS), Type B; suitable for exposed applications.
- B. Hot-Rolled Steel Sheet: ASTM A 1011/A 1011M, Commercial Steel (CS), Type B; free of scale, pitting, or surface defects; pickled and oiled.
- C. Metallic-Coated Steel Sheet: ASTM A 653/A 653M, Commercial Steel (CS), Type B.
- D. Inserts, Bolts, and Fasteners: Hot-dip galvanized according to ASTM A 153/A 153M.
- E. Power-Actuated Fasteners in Concrete: Fastener system of type suitable for application indicated, fabricated from corrosion-resistant materials, with clips or other accessory devices for attaching hollow-metal frames of type indicated.
- F. Mineral-Fiber Insulation: ASTM C 665, Type I (blankets without membrane facing); consisting of fibers manufactured from slag or rock wool; with maximum flame-spread and smoke-developed indexes of 25 and 50, respectively; passing ASTM E 136 for combustion characteristics.

#### 2.8 FABRICATION

A. Hollow-Metal Frames: Fabricate in one piece except where handling and shipping limitations require multiple sections. Where frames are fabricated in sections, provide alignment plates or angles at each joint, fabricated of metal of same or greater thickness as frames.

- 1. Transom Bar Frames: Provide closed tubular members with no visible face seams or joints, fabricated from same material as door frame. Fasten members at crossings and to jambs by welding, or by rigid mechanical anchors.
- Provide countersunk, flat- or oval-head exposed screws and bolts for exposed fasteners unless otherwise indicated.
- 3. Door Silencers: Except on weather-stripped frames, drill stops to receive door silencers as follows. Keep holes clear during construction.
  - a. Single-Door Frames: Drill stop in strike jamb to receive three door silencers.
- B. Hardware Preparation: Factory prepare hollow-metal doors and frames to receive templated mortised hardware, and electrical wiring; include cutouts, reinforcement, mortising, drilling, and tapping according to SDI A250.6, the Door Hardware Schedule, and templates.
  - 1. Reinforce doors and frames to receive nontemplated, mortised, and surface-mounted door hardware
  - 2. Comply with BHMA A156.115 for preparing hollow-metal doors and frames for hardware.

### 2.9 STEEL FINISHES

- A. Prime Finish: Clean, pretreat, and apply manufacturer's standard primer.
  - 1. Shop Primer: Manufacturer's standard, fast-curing, lead- and chromate-free primer complying with SDI A250.10; recommended by primer manufacturer for substrate; compatible with substrate and field-applied coatings despite prolonged exposure.

#### PART 3 - EXECUTION

## 3.1 PREPARATION

- A. Remove welded-in shipping spreaders installed at factory. Restore exposed finish by grinding, filling, and dressing, as required to make repaired area smooth, flush, and invisible on exposed faces. Touch up factory-applied finishes where spreaders are removed.
- B. Drill and tap doors and frames to receive nontemplated, mortised, and surface-mounted door hardware.

## 3.2 INSTALLATION

- A. General: Install hollow-metal doors and frames plumb, rigid, properly aligned, and securely fastened in place. Comply with approved Shop Drawings and with manufacturer's written instructions.
- B. Hollow-Metal Frames: Comply with SDI A250.11 and NAAMM-HMMA 840.
  - 1. Set frames accurately in position; plumbed, aligned, and braced securely until permanent anchors are set. After wall construction is complete, remove temporary braces without damage to completed Work.
    - a. Where frames are fabricated in sections, field splice at approved locations by welding face joint continuously; grind, fill, dress, and make splice smooth, flush, and invisible on exposed faces. Touch-up finishes.
    - b. Install frames with removable stops located on secure side of opening.

- 2. Fire-Rated Openings: Install frames according to NFPA 80.
- 3. Floor Anchors: Secure with postinstalled expansion anchors.
  - a. Floor anchors may be set with power-actuated fasteners instead of postinstalled expansion anchors if so indicated and approved on Shop Drawings.
- 4. Solidly pack mineral-fiber insulation inside frames.
- 5. Masonry Walls: Coordinate installation of frames to allow for solidly filling space between frames and masonry with grout or mortar.
- 6. In-Place Concrete or Masonry Construction: Secure frames in place with postinstalled expansion anchors. Countersink anchors, and fill and make smooth, flush, and invisible on exposed faces.
- 7. Installation Tolerances: Adjust hollow-metal frames to the following tolerances:
  - a. Squareness: Plus or minus 1/16 inch, measured at door rabbet on a line 90 degrees from jamb perpendicular to frame head.
  - Alignment: Plus or minus 1/16 inch, measured at jambs on a horizontal line parallel to plane of wall.
  - c. Twist: Plus or minus 1/16 inch, measured at opposite face corners of jambs on parallel lines, and perpendicular to plane of wall.
  - d. Plumbness: Plus or minus 1/16 inch, measured at jambs at floor.
- C. Hollow-Metal Doors: Fit and adjust hollow-metal doors accurately in frames, within clearances specified below
  - Non-Fire-Rated Steel Doors: Comply with SDI A250.8 and NAAMM-HMMA 841 and NAAMM-HMMA guide specification indicated.
  - 2. Fire-Rated Doors: Install doors with clearances according to NFPA 80.
  - 3. Smoke-Control Doors: Install doors according to NFPA 105.

## 3.3 CLEANING AND TOUCHUP

- A. Prime-Coat Touchup: Immediately after erection, sand smooth rusted or damaged areas of prime coat and apply touchup of compatible air-drying, rust-inhibitive primer.
- B. Metallic-Coated Surface Touchup: Clean abraded areas and repair with galvanizing repair paint according to manufacturer's written instructions.
- C. Touchup Painting: Cleaning and touchup painting of abraded areas of paint are specified in painting Sections.

END OF SECTION 081113

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### SECTION 083113 - ACCESS DOORS AND FRAMES

## 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 access doors and frames for walls and ceilings.

### 1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.
  - Include construction details material descriptions, dimensions of individual components and profiles, and finishes.
- B. Product Schedule: For access doors and frames.

### 1.4 CLOSEOUT SUBMITTALS

A. Record Documents: For fire-rated doors, list of applicable room name and number in which access door is located.

## PART 2 - PRODUCTS

### 2.1 ACCESS DOORS AND FRAMES

- A. Flush Access Doors with Exposed Flanges:
  - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
    - a. Acudor Products, Inc.
    - b. Babcock-Davis.
    - c. Cendrex Inc.
    - d. Elmdor/Stoneman Manufacturing Company; a division of Acorn Engineering Company.
    - e. JL Industries, Inc.; a division of the Activar Construction Products Group.
    - f. Karp Associates, Inc.
    - g. Lane-Aire Manufacturing Corp.
    - h. Larsens Manufacturing Company.
    - i. Maxam Metal Products Limited.
    - j. Metropolitan Door Industries Corp.
    - k. MIFAB, Inc.
    - I. Milcor; Commercial Products Group of Hart & Cooley, Inc.
    - m. Nystrom, Inc.

- n. Williams Bros. Corporation of America (The).
- 2. Description: Face of door flush with frame, with exposed flange and concealed hinge.
- Locations: Wall and ceiling.
- 4. Door Size: As required for appropriate access; minimum 12" x 12".
- 5. Metallic-Coated Steel Sheet for Door: Nominal 0.064 inch, 16 gage, factory primed.
- 6. Frame Material: Same material, thickness, and finish as door.
- 7. Latch and Lock: Cam latch, screwdriver operated or hex-head wrench operated.

#### B. Exterior Flush Access Doors:

- 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  - a. Acudor Products, Inc.
  - b. Babcock-Davis.
  - c. Cendrex Inc.
  - d. Elmdor/Stoneman Manufacturing Company; a division of Acorn Engineering Company.
  - e. JL Industries, Inc.; a division of the Activar Construction Products Group.
  - f. Karp Associates, Inc.
  - g. Lane-Aire Manufacturing Corp.
  - h. Larsens Manufacturing Company.
  - i. Maxam Metal Products Limited.
  - j. Metropolitan Door Industries Corp.
  - k. MIFAB, Inc.
  - I. Milcor; Commercial Products Group of Hart & Cooley, Inc.
  - m. Nystrom, Inc.
  - n. Williams Bros. Corporation of America (The).
- 2. Description: Weatherproof assembly, with face of door fit flush with frame and with exposed frame. Include extruded door gaskets and minimum 2-inch-thick fiberglass insulation.
- 3. Locations: Wall.
- 4. Door Size: As required for appropriate access; minimum 12" x 12".
- 5. Metallic-Coated Steel Sheet for Door: Nominal 0.064 inch, 16 gage, factory primed.
- 6. Frame Material: Same material, thickness, and finish as door.
- 7. Latch and Lock: Cam latch operated by handle, with keyed lock in handle.

# 2.2 MATERIALS

- A. Steel Plates, Shapes, and Bars: ASTM A36/A36M.
- B. Steel Sheet: Uncoated or electrolytic zinc coated, ASTM A879/A879M, with cold-rolled steel sheet substrate complying with ASTM A1008/A1008M, Commercial Steel (CS), exposed.
- C. Metallic-Coated Steel Sheet: ASTM A653/A653M, Commercial Steel (CS), Type B; with minimum G60 or A60 metallic coating.
- D. Frame Anchors: Same material as door face.
- E. Inserts, Bolts, and Anchor Fasteners: Hot-dip galvanized steel according to ASTM A153/A153M or ASTM F2329.

#### 2.3 FABRICATION

A. General: Provide access door and frame assemblies manufactured as integral units ready for installation.

- B. Metal Surfaces: For metal surfaces exposed to view in the completed Work, provide materials with smooth, flat surfaces without blemishes. Do not use materials with exposed pitting, seam marks, roller marks, rolled trade names, or roughness.
- C. Doors and Frames: Grind exposed welds smooth and flush with adjacent surfaces. Furnish mounting holes, attachment devices and fasteners of type required to secure access doors to types of supports indicated.
- D. Latch and Lock Hardware:
  - 1. Quantity: Furnish number of latches and locks required to hold doors tightly closed.
  - 2. Keys: Furnish two keys per lock and key all locks alike.

#### 2.4 FINISHES

- A. Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.
- B. Protect mechanical finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.
- C. Appearance of Finished Work: Noticeable variations in same piece are not acceptable. Variations in appearance of adjoining components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.
- D. Painted Finishes: Comply with coating manufacturer's written instructions for cleaning, conversion coating, and applying and baking finish.
  - 1. Factory Primed: Apply manufacturer's standard, lead- and chromate-free, universal primer immediately after surface preparation and pretreatment.

## PART 3 - EXECUTION

#### 3.1 EXAMINATION

- A. Examine substrates for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

#### 3.2 INSTALLATION

A. Comply with manufacturer's written instructions for installing access doors and frames.

## 3.3 FIELD QUALITY CONTROL

- A. Repair or remove and replace installations where inspections indicate that they do not comply with specified requirements.
- B. Reinspect repaired or replaced installations to determine if replaced or repaired door assembly installations comply with specified requirements.

Page 4 of 4

# 3.4 ADJUSTING

A. Adjust doors and hardware, after installation, for proper operation.

END OF SECTION 083113 05/22/2018

#### SECTION 087111 - DOOR HARDWARE (DESCRIPTIVE SPECIFICATION)

#### 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:
  - 1. Mechanical door hardware for the following:
    - a. Swinging doors.
  - 2. Cylinders for door hardware specified in other Sections.
- B. Related Requirements:
  - Section 081113 "Hollow Metal Doors and Frames" for door silencers provided as part of hollowmetal frames.

## 1.3 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. Security: Coordinate installation of door hardware, keying, and access control with Owner's security consultant.
- C. 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.

#### 1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product.
  - 1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes.
- B. Door Hardware Schedule: Prepared by or under the supervision of Installer's Architectural Hardware Consultant. Coordinate door hardware schedule with doors, frames, and related work to ensure proper size, thickness, hand, function, and finish of door hardware.
  - 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.
- 2. Format: Use same scheduling sequence and format and use same door numbers as in door hardware schedule in the Contract Documents.
- 3. Content: Include the following information:
  - a. Identification number, location, hand, fire rating, size, and material of each door and frame.
  - b. Locations of each door hardware set, cross-referenced to Drawings on floor plans and to door and frame schedule.
  - c. Complete designations, including name and manufacturer, type, style, function, size, quantity, function, and finish of each door hardware product.
  - Description of electrified door hardware sequences of operation and interfaces with other building control systems.
  - e. Fastenings and other installation information.
  - f. Explanation of abbreviations, symbols, and designations contained in door hardware schedule.
  - g. Mounting locations for door hardware.
  - h. List of related door devices specified in other Sections for each door and frame.

## 1.5 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For Installer.
- B. Product Certificates: For each type of electrified door hardware.
  - Certify that door hardware for use on each type and size of labeled fire-rated doors complies with listed fire-rated door assemblies.
- C. Product Test Reports: For compliance with accessibility requirements, for tests performed by manufacturer and witnessed by a qualified testing agency, for door hardware on doors located in accessible routes.
- D. Field quality-control reports.
- E. Sample Warranty: For special warranty.

## 1.6 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For each type of door hardware to include in maintenance manuals.
- B. Schedules: Final door hardware and keying schedule.

### 1.7 QUALITY ASSURANCE

- A. Installer Qualifications: Supplier of products and an employer of workers trained and approved by product manufacturers and of an Architectural Hardware Consultant who is available during the course of the Work to consult 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 schedule.

## 1.8 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.
- C. Deliver keys to manufacturer of key control system for subsequent delivery to Owner.
- D. Deliver keys and permanent cores to Owner by registered mail or overnight package service.

#### 1.9 WARRANTY

- A. Special Warranty: 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: Three years from date of Substantial Completion unless otherwise indicated.

## PART 2 - PRODUCTS

#### 2.1 MANUFACTURERS

A. Source Limitations: Obtain each type of door hardware from single manufacturer.

#### 2.2 PERFORMANCE REQUIREMENTS

- A. Fire-Rated Door Assemblies: Where fire-rated doors are indicated, provide door hardware complying with NFPA 80 that is listed and labeled by a qualified testing agency, for fire-protection ratings indicated, based on testing at positive pressure according to NFPA 252 or UL 10C.
- B. Means of Egress Doors: Latches do not require more than 15 lbf to release the latch. Locks do not require use of a key, tool, or special knowledge for operation.

### 2.3 SCHEDULED DOOR HARDWARE

- A. Provide products for each door that comply with requirements indicated in Part 2 and door hardware schedule.
  - 1. Door hardware is scheduled on Drawings.

#### 2.4 HINGES

- A. Hinges: BHMA A156.1. Provide template-produced hinges for hinges installed on hollow-metal doors and hollow-metal frames.
  - 1. Basis-of-Design Product: Subject to compliance with requirements, provide product indicated on Drawings or comparable product by one of the following:
    - a. Allegion plc.
    - b. Baldwin Hardware Corporation.
    - c. Bommer Industries, Inc.
    - d. Cal-Royal Products, Inc.
    - e. Design Hardware.
    - f. Don-Jo Mfg., Inc.
    - g. Hager Companies.
    - h. INOX by Unison Hardware, Inc.
    - i. Lawrence Hardware Inc.
    - j. McKinney Products Company; an ASSA ABLOY Group company.
    - k. PAMEX Inc.
    - I. PBB, Inc.
    - m. SOSS Door Hardware; by Universal Industrial Products, Inc.
    - n. Stanley Commercial Hardware; a division of Stanley Security Solutions.
- B. Plain-Bearing Hinges: Grade 3 (standard weight).
  - 1. Mounting: Full mortise (butts).
  - 2. Base and Pin Metal: Brass with stainless-steel pin body and brass protruding heads.
  - 3. Pins: Non-rising loose unless otherwise indicated.
    - a. Outswinging Corridor Doors with Locks:
  - 4. Tips: Flat button.
  - 5. Corners: Square.
  - 6. Features: Raised barrel.

### 2.5 MECHANICAL LOCKS AND LATCHES

- A. Lock Functions: As indicated in door hardware schedule.
- B. 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 latchbolt throw.
- C. Lock Backset: 2-3/4 inches unless otherwise indicated.
- D. Lock Trim:
  - 1. Levers: Cast.
    - a. Lever handle similar to Centro Series NJ by Sargent or approved equal.
    - b. Construction: Solid.
  - 2. Escutcheons (Roses): Cast.
  - 3. Dummy Trim: Match lever lock trim and escutcheons.

- E. 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.
- F. Bored Locks: BHMA A156.2; Grade1, Series 4000.
  - 1. Coordinate with Owner's Representative for campus standard.

#### 2.6 EXIT DEVICES AND AUXILIARY ITEMS

- A. Exit Devices and Auxiliary Items: BHMA A156.3.
  - 1. Basis-of-Design Product: Subject to compliance with requirements, provide product indicated on Drawings or comparable product by one of the following:
    - Adams Rite Manufacturing Co; an ASSA ABLOY Group company.
    - b. Allegion plc.
    - c. Arrow USA; an ASSA ABLOY Group company.
    - d. Cal-Royal Products, Inc.
    - e. Corbin Russwin, Inc.; an ASSA ABLOY Group company.
    - f. Design Hardware.
    - g. Detex Corporation.
    - h. Door Controls International, Inc.
    - i. DORMA USA, Inc.
    - j. Hager Companies.
    - k. INOX by Unison Hardware, Inc.
    - I. Lawrence Hardware Inc.
    - m. PAMEX Inc.
    - n. Precision Hardware, Inc.; a Stanley company.
    - o. Rutherford Controls Int'l. Corp.
    - p. SARGENT Manufacturing Company; ASSA ABLOY.
    - q. Stanley Commercial Hardware; a division of Stanley Security Solutions.
    - r. Yale Security Inc; an ASSA ABLOY Group company.
- B. Fire Exit Devices: Devices complying with NFPA 80 that are listed and labeled by a testing and inspecting agency acceptable to authorities having jurisdiction, for fire and panic protection, based on testing according to UL 305 and NFPA 252.
- C. Surface Vertical-Rod Exit Devices: Grade 1.
  - 1. Type: 2.
  - 2. Actuating Bar: Cross bar.
  - 3. Material: Stainless steel.
  - 4. Configuration: Top and bottom rods.

### 2.7 LOCK CYLINDERS

- A. Lock Cylinders: Tumbler type, constructed from brass or bronze, stainless steel, or nickel silver. Provide cylinder from same manufacturer of locking devices.
  - 1. Coordinate with Owner's Representative for campus standard.
- B. Standard Lock Cylinders: BHMA A156.5; [Grade 1] [Grade 1A] [Grade 2] permanent cores; face finished to match lockset.

- C. Construction Master Keys: Provide cylinders with feature that permits voiding of construction keys without cylinder removal. Provide 10 construction master keys.
- D. Construction Cores: Provide construction cores that are replaceable by permanent cores. Provide 10 construction master keys.

#### 2.8 SURFACE CLOSERS

- A. Surface Closers: BHMA A156.4; rack-and-pinion hydraulic type with adjustable sweep and latch speeds controlled by key-operated valves and forged-steel main arm. Comply with manufacturer's written instructions for size of door closers depending on size of door, exposure to weather, and anticipated frequency of use. Provide factory-sized closers, adjustable to meet field conditions and requirements for opening force.
  - 1. Basis-of-Design Product: Subject to compliance with requirements, provide product indicated on Drawings or comparable product by one of the following:
    - a. Allegion plc.
    - b. Arrow USA; an ASSA ABLOY Group company.
    - c. Cal-Royal Products, Inc.
    - d. Corbin Russwin, Inc.; an ASSA ABLOY Group company.
    - e. Design Hardware.
    - f. DORMA USA, Inc.
    - g. Hager Companies.
    - h. INOX by Unison Hardware, Inc.
    - i. Norton Door Controls; an ASSA ABLOY Group company.
    - i. PAMEX Inc.
    - k. Rixson Specialty Door Controls; an ASSA ABLOY Group company.
    - I. SARGENT Manufacturing Company; ASSA ABLOY.
    - m. Stanley Commercial Hardware; a division of Stanley Security Solutions.
    - n. Yale Security Inc; an ASSA ABLOY Group company.
- B. Cast-Aluminum Surface Closers: Grade 1; Traditional type with mechanism enclosed in cast-aluminum alloy shell.
  - 1. Mounting: Parallel arm.
  - 2. Type: Regular arm.
  - 3. Backcheck: Adjustable, effective between 60 and 85 degrees of door opening.

## 2.9 DOOR GASKETING

- A. Door Gasketing: BHMA A156.22; with resilient or flexible seal strips that are easily replaceable and readily available from stocks maintained by manufacturer.
  - 1. Basis-of-Design Product: Subject to compliance with requirements, provide product indicated on Drawings or comparable product by one of the following:
    - a. Hager Companies.
    - b. M-D Building Products, Inc.
    - c. National Guard Products, Inc.
    - d. Pemko Manufacturing Co.
    - e. Reese Enterprises, Inc.
    - f. Sealeze.
    - g. Zero International, Inc.

- B. Maximum Air Leakage: When tested according to ASTM E 283 with tested pressure differential of 0.3-inch wg, as follows:
  - 1. Smoke-Rated Gasketing: 0.3 cfm/sq. ft. of door opening.
  - 2. Gasketing on Single Doors: 0.3 cfm/sq. ft. of door opening.
  - 3. Gasketing on Double Doors: 0.50 cfm per foot of door opening.
- C. Adhesive-Backed Perimeter Gasketing: Vinyl bulb gasket material applied to frame rabbet with selfadhesive.

#### 2.10 THRESHOLDS

- A. Thresholds: BHMA A156.21; fabricated to full width of opening indicated.
  - 1. Basis-of-Design Product: Subject to compliance with requirements, provide product indicated on Drawings or comparable product by one of the following:
    - a. Hager Companies.
    - b. M-D Building Products, Inc.
    - c. National Guard Products, Inc.
    - d. Pemko Manufacturing Co.
    - e. Reese Enterprises, Inc.
    - f. Rixson Specialty Door Controls; an ASSA ABLOY Group company.
    - g. Sealeze.
    - h. Zero International, Inc.
- B. Compressing-Top Thresholds: Metal member with compressible vinyl seal on top of threshold that seals against bottom of door; and base metal of aluminum.
- C. Saddle Thresholds:
  - 1. Type: Thermal break and fluted top.
  - 2. Base Metal: Aluminum.

### 2.11 AUXILIARY DOOR HARDWARE

- A. Auxiliary Hardware: BHMA A156.16.
  - 1. Basis-of-Design Product: Subject to compliance with requirements, provide product indicated on Drawings or comparable product by one of the following:
    - a. Allegion plc.
    - b. Baldwin Hardware Corporation.
    - c. Cal-Royal Products, Inc.
    - d. Don-Jo Mfg., Inc.
    - e. Hager Companies.
    - f. Rockwood Manufacturing Company; an ASSA ABLOY Group company.
    - g. Trimco
- B. Silencers for Metal Door Frames: Grade 1; neoprene or rubber; minimum diameter 1/2 inch; fabricated for drilled-in application to frame.
- C. Kick Plates: Stainless steel, 12 inches high by door width.

#### 2.12 FABRICATION

- A. Manufacturer's Nameplate: Do not provide products that have manufacturer's name or trade name displayed in a visible location except in conjunction with required fire-rating labels and as otherwise approved by Architect.
  - 1. Manufacturer's identification is permitted on rim of lock cylinders only.
- 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.
  - 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. Fire-Rated Applications:
    - a. Machine Screws: For the following:
      - 1) Hinges mortised to doors or frames.
      - 2) Strike plates to frames.
      - 3) Closers to doors and frames.
    - b. Steel Through Bolts: For the following unless door blocking is provided:
      - 1) Surface hinges to doors.
      - 2) Closers to doors and frames.
      - 3) Surface-mounted exit devices.
  - 3. Spacers or Sex Bolts: For through bolting of hollow-metal doors.
  - Gasketing Fasteners: Provide noncorrosive fasteners for exterior applications and elsewhere as indicated.

## 2.13 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, labeled fire-rated door assembly construction, wall and floor construction, and other conditions affecting performance of the Work.
- B. Examine roughing-in for electrical power systems to verify actual locations of wiring connections before electrified door hardware installation.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

#### 3.2 PREPARATION

- 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 door and hardware manufacturers' written instructions.

#### 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. Custom Steel Doors and Frames: HMMA 831.
  - 3. Wood Doors: DHI's "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. 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 of door height, whichever is more stringent, unless other equivalent means of support for door, such as spring hinges or pivots, are provided.
- D. Thresholds: Set thresholds for exterior doors and other doors indicated in full bed of sealant complying with requirements specified in Section 079200 "Joint Sealants."
- E. Perimeter Gasketing: Apply to head and jamb, forming seal between door and frame.
  - 1. Do not notch perimeter gasketing to install other surface-applied hardware.

#### 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.
  - Door Closers: Adjust sweep period to comply with accessibility requirements and requirements of authorities having jurisdiction.
- B. Occupancy Adjustment: Approximately three months after date of Substantial Completion, Installer's Architectural Hardware Consultant shall examine and readjust each item of door hardware, including adjusting operating forces, as necessary to ensure function of doors, door hardware, and electrified door hardware.

#### 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.
- C. Provide final protection and maintain conditions that ensure that door hardware is without damage or deterioration at time of Substantial Completion.

### 3.6 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.
- B. Maintenance Service: Beginning at Substantial Completion, maintenance service shall include 12 months' full maintenance by skilled employees of door hardware Installer. Include quarterly preventive maintenance, repair or replacement of worn or defective components, lubrication, cleaning, and adjusting as required for proper door and door hardware operation. Parts and supplies shall be manufacturer's authorized replacement parts and supplies.

### 3.7 DEMONSTRATION

A. Train Owner's maintenance personnel to adjust, operate, and maintain door hardware.

END OF SECTION 087111 03/23/2018

### SECTION 089119 - FIXED LOUVERS

#### 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:
  - 1. Fixed extruded-aluminum louvers.
  - 2. Blank-off panels for louvers
- B. Related Requirements:
  - 1. Section 040120.63 "Brick Masonry Repair" for louvers in masonry walls.

### 1.3 DEFINITIONS

- A. Louver Terminology: Definitions of terms for metal louvers contained in AMCA 501 apply to this Section unless otherwise defined in this Section or in referenced standards.
- B. Horizontal Louver: Louver with horizontal blades (i.e., the axis of the blades are horizontal).
- C. Vertical Louver: Louver with vertical blades (i.e., the axis of the blades are vertical).
- D. Drainable-Blade Louver: Louver with blades having gutters that collect water and drain it to channels in jambs and mullions, which carry it to bottom of unit and away from opening.
- E. Wind-Driven-Rain-Resistant Louver: Louver that provides specified wind-driven-rain performance, as determined by testing according to AMCA 500-L.
- F. Windborne-Debris-Impact-Resistant Louver: Louver that provides specified windborne-debris-impact resistance, as determined by testing according to AMCA 540.

## 1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product.
  - For louvers specified to bear AMCA seal, include printed catalog pages showing specified models with appropriate AMCA Certified Ratings Seals.
- B. Shop Drawings: For louvers and accessories. Include plans, elevations, sections, details, and attachments to other work. Show frame profiles and blade profiles, angles, and spacing.
  - 1. Show weep paths, gaskets, flashings, sealants, and other means of preventing water intrusion.

2. Show mullion profiles and locations.

#### 1.5 INFORMATIONAL SUBMITTALS

- A. Product Test Reports: Based on evaluation of comprehensive tests performed according to AMCA 500-L by a qualified testing agency or by manufacturer and witnessed by a qualified testing agency, for each type of louver and showing compliance with performance requirements specified.
- B. Windborne-debris-impact-resistance test reports.
- C. Sample Warranties: For manufacturer's special warranties.

## 1.6 QUALITY ASSURANCE

- A. Welding Qualifications: Qualify procedures and personnel according to the following:
  - 1. AWS D1.2/D1.2M.
  - AWS D1.3/D1.3M.
  - 3. AWS D1.6/D1.6M.

### 1.7 FIELD CONDITIONS

A. Field Measurements: Verify actual dimensions of openings by field measurements before fabrication.

### 1.8 WARRANTY

- A. Special Finish Warranty: Manufacturer agrees to repair or replace components on which finishes fail in materials or workmanship within specified warranty period.
  - 1. 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. Warranty Period: 20 years from date of Substantial Completion.

### PART 2 - PRODUCTS

## 2.1 MANUFACTURERS

A. Source Limitations: Obtain fixed louvers from single source from a single manufacturer where indicated to be of same type, design, or factory-applied color finish.

## 2.2 PERFORMANCE REQUIREMENTS

A. Delegated Design: Design louvers, including comprehensive engineering analysis by a qualified professional engineer, using structural performance requirements and design criteria indicated.

- B. Structural Performance: Louvers shall withstand the effects of gravity loads and the following loads and stresses within limits and under conditions indicated without permanent deformation of louver components, noise or metal fatigue caused by louver-blade rattle or flutter, or permanent damage to fasteners and anchors. Wind pressures shall be considered to act normal to the face of the building.
  - 1. Wind Loads: Determine loads based on pressures as indicated on Drawings.
- C. Windborne-Debris-Impact Resistance: Louvers located within 30 feet of grade shall pass basic protection, when tested according to AMCA 540.
- D. Seismic Performance: As indicated on drawings.
- E. Louver Performance Ratings: Provide louvers complying with requirements specified, as demonstrated by testing manufacturer's stock units identical to those provided, except for length and width according to AMCA 500-L.
- F. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes.
  - 1. Temperature Change (Range): 180 deg F, material surfaces.
- G. SMACNA Standard: Comply with recommendations in SMACNA's "Architectural Sheet Metal Manual" for fabrication, construction details, and installation procedures.

#### 2.3 FIXED EXTRUDED-ALUMINUM LOUVERS

- A. Horizontal, Drainable Blade Louver:
  - 1. Louver Depth: 6 inches.
  - 2. Frame and Blade Nominal Thickness: Not less than 0.080 inch.
  - 3. Louver Performance Ratings:
    - a. Free Area: Not less than 5.0 sq. ft. for 32-inch- wide by 48-inch- high louver. See mechanical drawings for each louver requirement.
    - b. Air Performance: Not more than 0.10-inch wg static pressure drop at 700-fpm free-area exhaust or intake velocity.
    - c. Wind-Driven Rain Performance: Not less than 95 percent effectiveness when subjected to a rainfall rate of 3 inches per hour and a wind speed of 29 mph at a core-area intake velocity of 300 fpm.
  - 4. AMCA Seal: Mark units with AMCA Certified Ratings Seal.

### 2.4 LOUVER SCREENS

- A. General: Provide screen at each exterior louver.
  - 1. Screen Location for Fixed Louvers: Interior face.
  - 2. Screening Type: Insect screening.
- B. Secure screen frames to louver frames with machine screws with heads finished to match louver, spaced a maximum of 6 inches from each corner and at 12 inches o.c.
- C. Louver Screen Frames: Fabricate with mitered corners to louver sizes indicated.

- 1. Metal: Same type and form of metal as indicated for louver to which screens are attached. Reinforce extruded-aluminum screen frames at corners with clips.
- 2. Finish: Mill finish unless otherwise indicated.
- 3. Type: Rewirable frames with a driven spline or insert.
- D. Louver Screening for Aluminum Louvers:
  - 1. Insect Screening: Aluminum, 18-by-16 mesh, 0.012-inch wire.

### 2.5 BLANK-OFF PANELS

- A. Insulated Blank-Off Panels: Laminated panels consisting of an insulating core surfaced on back and front with metal sheets and attached to back of louver.
  - 1. Thickness: 2 inches.
  - 2. Metal Facing Sheets: Aluminum sheet, not less than 0.032-inch nominal thickness.
  - 3. Insulating Core: Rigid, glass-fiber-board insulation or extruded-polystyrene foam.
  - 4. Edge Treatment: Trim perimeter edges of blank-off panels with louver manufacturer's standard extruded-aluminum-channel frames, not less than 0.080-inch nominal thickness, with corners mitered and with same finish as panels.
  - 5. Seal perimeter joints between panel faces and louver frames with gaskets or sealant.
  - 6. Panel Finish: Same finish applied to louvers.
  - 7. Attach blank-off panels with clips.

### 2.6 MATERIALS

- A. Aluminum Extrusions: ASTM B 221, Alloy 6063-T5, T-52, or T6.
- B. Aluminum Sheet: ASTM B 209, Alloy 3003 or 5005, with temper as required for forming, or as otherwise recommended by metal producer for required finish.
- C. Fasteners: Use types and sizes to suit unit installation conditions.
  - 1. Use Phillips flat-head screws for exposed fasteners unless otherwise indicated.
  - 2. For fastening aluminum, use aluminum or 300 series stainless-steel fasteners.
- D. Postinstalled Fasteners for Concrete and Masonry: Torque-controlled expansion anchors, fabricated from stainless-steel components, with allowable load or strength design capacities calculated according to ICC-ES AC193 and ACI 318 greater than or equal to the design load, as determined by testing according to ASTM E 488/E 488M conducted by a qualified testing agency.
- E. Bituminous Paint: Cold-applied asphalt emulsion complying with ASTM D 1187/D 1187M.

## 2.7 FABRICATION

- A. Factory assemble louvers to minimize field splicing and assembly. Disassemble units as necessary for shipping and handling limitations. Clearly mark units for reassembly and coordinated installation.
- B. Vertical Assemblies: Where height of louver units exceeds fabrication and handling limitations, fabricate units to permit field-bolted assembly with close-fitting joints in jambs and mullions, reinforced with splice plates.

- Continuous Vertical Assemblies: Fabricate units without interrupting blade-spacing pattern unless horizontal mullions are indicated.
- 2. Horizontal Mullions: Provide horizontal mullions at joints unless continuous vertical assemblies are indicated.
- C. Maintain equal louver blade spacing, including separation between blades and frames at head and sill, to produce uniform appearance.
- D. Fabricate frames, including integral sills, to fit in openings of sizes indicated, with allowances made for fabrication and installation tolerances, adjoining material tolerances, and perimeter sealant joints.
  - 1. Frame Type: Exterior flange unless otherwise indicated.
- E. Include supports, anchorages, and accessories required for complete assembly.
- F. Provide vertical mullions of type and at spacings indicated, but not more than is recommended by manufacturer, or 72 inches o.c., whichever is less.
  - 1. Fully Recessed Mullions: Where indicated, provide mullions fully recessed behind louver blades. Where length of louver exceeds fabrication and handling limitations, fabricate with close-fitting blade splices designed to permit expansion and contraction.
- G. Provide subsills made of same material as louvers or extended sills for recessed louvers.
- H. Join frame members to each other and to fixed louver blades with fillet welds concealed from view unless otherwise indicated or size of louver assembly makes bolted connections between frame members necessary.

### 2.8 ALUMINUM FINISHES

- Finish louvers after assembly.
- B. Baked-Enamel or Powder-Coat Finish: AAMA 2603 except with a minimum dry film thickness of 1.5 mils. Comply with coating manufacturer's written instructions for cleaning, conversion coating, and applying and baking finish.
  - 1. Color and Gloss: Custom color to match existing adjacent louver.

### PART 3 - EXECUTION

### 3.1 EXAMINATION

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

#### 3.2 PREPARATION

A. Coordinate setting drawings, diagrams, templates, instructions, and directions for installation of anchorages that are to be embedded in concrete or masonry construction. Coordinate delivery of such items to Project site.

#### 3.3 INSTALLATION

- A. Locate and place louvers level, plumb, and at indicated alignment with adjacent work.
- B. Use concealed anchorages where possible. Provide brass or lead washers fitted to screws where required to protect metal surfaces and to make a weathertight connection.
- C. Form closely fitted joints with exposed connections accurately located and secured.
- D. Provide perimeter reveals and openings of uniform width for sealants and joint fillers, as indicated.
- E. Protect unpainted galvanized- and nonferrous-metal surfaces that are in contact with concrete, masonry, or dissimilar metals from corrosion and galvanic action by applying a heavy coating of bituminous paint or by separating surfaces with waterproof gaskets or nonmetallic flashing.
- F. Install concealed gaskets, flashings, joint fillers, and insulation as louver installation progresses, where weathertight louver joints are required. Comply with Section 079200 "Joint Sealants" for sealants applied during louver installation.

### 3.4 ADJUSTING AND CLEANING

- A. Clean exposed louver surfaces that are not protected by temporary covering, to remove fingerprints and soil during construction period. Do not let soil accumulate during construction period.
- B. Before final inspection, clean exposed surfaces with water and a mild soap or detergent not harmful to finishes. Thoroughly rinse surfaces and dry.
- C. Restore louvers damaged during installation and construction, so no evidence remains of corrective work. If results of restoration are unsuccessful, as determined by Architect, remove damaged units and replace with new units.
  - 1. Touch up minor abrasions in finishes with air-dried coating that matches color and gloss of, and is compatible with, factory-applied finish coating.

END OF SECTION 089119

#### SECTION 092216 - NON-STRUCTURAL METAL FRAMING

### 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:
  - 1. Non-load-bearing steel framing systems for interior partitions.
  - 2. Suspension systems for interior ceilings and soffits.
  - 3. Grid suspension systems for gypsum board ceilings.

#### 1.3 ACTION SUBMITTALS

A. Product Data: For each type of product.

### 1.4 INFORMATIONAL SUBMITTALS

- A. Product Certificates: For each type of code-compliance certification for studs and tracks.
- B. Evaluation Reports: For embossed steel studs and tracks, firestop tracks, post-installed anchors, and power-actuated fasteners, from ICC-ES or other qualified testing agency acceptable to authorities having jurisdiction.

## 1.5 QUALITY ASSURANCE

A. Code-Compliance Certification of Studs and Tracks: Provide documentation that framing members are certified according to the product-certification program of the Certified Steel Stud Association, the Steel Framing Industry Association, or the Steel Stud Manufacturers Association.

## PART 2 - PRODUCTS

### 2.1 PERFORMANCE REQUIREMENTS

- A. Fire-Test-Response Characteristics: For fire-resistance-rated assemblies that incorporate non-load-bearing steel framing, provide materials and construction identical to those tested in assembly indicated, according to ASTM E 119 by an independent testing agency.
- B. STC-Rated Assemblies: For STC-rated assemblies, provide materials and construction identical to those tested in assembly indicated on Drawings, according to ASTM E 90 and classified according to ASTM E 413 by an independent testing agency.

C. Horizontal Deflection: For wall assemblies, limited to 1/240 of the wall height based on horizontal loading of 10 lbf/sq. ft..

#### 2.2 FRAMING SYSTEMS

- A. Framing Members, General: Comply with ASTM C 754 for conditions indicated.
  - Steel Sheet Components: Comply with ASTM C 645 requirements for metal unless otherwise indicated.
  - 2. Protective Coating: ASTM A 653/A 653M, G40, hot-dip galvanized unless otherwise indicated.
- B. Studs and Tracks: ASTM C 645.
  - Embossed Steel Studs and Tracks: Roll-formed and embossed with surface deformations to stiffen
    the framing members so that they are structurally equivalent to conventional ASTM C 645 steel
    studs and tracks.
    - a. Minimum Base-Metal Thickness: As required by horizontal deflection performance requirements.
    - b. Depth: As indicated on Drawings.
- C. Slip-Type Head Joints: Where indicated, provide one of the following:
  - 1. Clip System: Clips designed for use in head-of-wall deflection conditions that provide a positive attachment of studs to tracks while allowing 1-1/2-inch minimum vertical movement.
  - 2. Single Long-Leg Track System: ASTM C 645 top track with 2-inch- deep flanges in thickness not less than indicated for studs, installed with studs friction fit into top track and with continuous bridging located within 12 inches of the top of studs to provide lateral bracing.
  - 3. Double-Track System: ASTM C 645 top outer tracks, inside track with 2-inch- deep flanges in thickness not less than indicated for studs and fastened to studs, and outer track sized to friction-fit over inner track
  - 4. Deflection Track: Steel sheet top track manufactured to prevent cracking of finishes applied to interior partition framing resulting from deflection of structure above; in thickness not less than indicated for studs and in width to accommodate depth of studs.
- D. Firestop Tracks: Top track manufactured to allow partition heads to expand and contract with movement of structure while maintaining continuity of fire-resistance-rated assembly indicated; in thickness not less than indicated for studs and in width to accommodate depth of studs.
- E. Flat Strap and Backing Plate: Steel sheet for blocking and bracing in length and width indicated.
  - 1. Minimum Base-Metal Thickness: 0.0269 inch.
- F. Cold-Rolled Channel Bridging: Steel, 0.0538-inch minimum base-metal thickness, with minimum 1/2-inch-wide flanges.
  - 1. Depth: 1-1/2 inches.
  - 2. Clip Angle: Not less than 1-1/2 by 1-1/2 inches, 0.068-inch- thick, galvanized steel.
- G. Hat-Shaped, Rigid Furring Channels: ASTM C 645.
  - 1. Minimum Base-Metal Thickness: 0.0296 inch.
  - 2. Depth: 7/8 inch.
- H. Resilient Furring Channels: 1/2-inch- deep, steel sheet members designed to reduce sound transmission.

- 1. Configuration: Asymmetrical or hat shaped.
- I. Cold-Rolled Furring Channels: 0.053-inch uncoated-steel thickness, with minimum 1/2-inch- wide flanges.
  - 1. Depth: 3/4 inch.
  - 2. Furring Brackets: Adjustable, corrugated-edge-type steel sheet with minimum uncoated-steel thickness of 0.0329 inch.
  - 3. Tie Wire: ASTM A 641/A 641M, Class 1 zinc coating, soft temper, 0.062-inch- diameter wire, or double strand of 0.048-inch- diameter wire.
- J. Z-Shaped Furring: With slotted or nonslotted web, face flange of 1-1/4 inches, wall attachment flange of 7/8 inch, minimum uncoated-metal thickness of 0.0179 inch, and depth required to fit insulation thickness indicated.

#### 2.3 SUSPENSION SYSTEMS

- A. Tie Wire: ASTM A 641/A 641M, Class 1 zinc coating, soft temper, 0.062-inch- diameter wire, or double strand of 0.048-inch- diameter wire.
- B. Hanger Attachments to Concrete:
  - Post-Installed Anchors: Fastener systems with an evaluation report acceptable to authorities having jurisdiction, based on ICC-ES AC01, AC193, AC58, or AC308 as appropriate for the substrate.
    - a. Uses: Securing hangers to structure.
    - b. Type: Torque-controlled, expansion anchor, torque-controlled, adhesive anchor, or adhesive anchor.
    - c. Material for Interior Locations: Carbon-steel components zinc-plated to comply with ASTM B 633 or ASTM F 1941, Class Fe/Zn 5, unless otherwise indicated.
    - d. Material for Exterior or Interior Locations and Where Stainless Steel Is Indicated: Alloy Group 1 stainless-steel bolts, ASTM F 593, and nuts, ASTM F 594.
  - 2. Power-Actuated Anchors: Fastener systems with an evaluation report acceptable to authorities having jurisdiction, based on ICC-ES AC70.
- C. Wire Hangers: ASTM A 641/A 641M, Class 1 zinc coating, soft temper, 0.16 inch in diameter.
- D. Flat Hangers: Steel sheet, 1 by 3/16 inch by length indicated.
- E. Carrying Channels (Main Runners): Cold-rolled, commercial-steel sheet with a base-metal thickness of 0.0538 inch and minimum 1/2-inch- wide flanges.
  - 1. Depth: 2-1/2 inches.
- F. Furring Channels (Furring Members):
  - 1. Cold-Rolled Channels: 0.0538-inch uncoated-steel thickness, with minimum 1/2-inch- wide flanges, 3/4 inch deep.
  - 2. Embossed Steel Studs and Tracks: ASTM C 645.
    - a. Minimum Base-Metal Thickness: 0.0190 inch.
    - b. Depth: 1-5/8 inches.
  - 3. Hat-Shaped, Rigid Furring Channels: ASTM C 645, 7/8 inch deep.

- a. Minimum Base-Metal Thickness: 0.0296 inch.
- 4. Resilient Furring Channels: 1/2-inch- deep members designed to reduce sound transmission.
  - a. Configuration: Asymmetrical or hat shaped.
- G. Grid Suspension System for Gypsum Board Ceilings: ASTM C 645, direct-hung system composed of main beams and cross-furring members that interlock.

#### 2.4 AUXILIARY MATERIALS

- A. General: Provide auxiliary materials that comply with referenced installation standards.
  - 1. Fasteners for Steel Framing: Of type, material, size, corrosion resistance, holding power, and other properties required to fasten steel members to substrates.
- B. Isolation Strip at Exterior Walls: Provide one of the following:
  - 1. Asphalt-Saturated Organic Felt: ASTM D 226/D 226M, Type I (No. 15 asphalt felt), nonperforated.
  - 2. Foam Gasket: Adhesive-backed, closed-cell vinyl foam strips that allow fastener penetration without foam displacement, 1/8 inch thick, in width to suit steel stud size.

### PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine areas and substrates, with Installer present, and including welded hollow-metal frames, cast-in anchors, and structural framing, for compliance with requirements and other conditions affecting performance of the Work.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

## 3.2 PREPARATION

- A. Suspended Assemblies: Coordinate installation of suspension systems with installation of overhead structure to ensure that inserts and other provisions for anchorages to building structure have been installed to receive hangers at spacing required to support the Work and that hangers will develop their full strength.
  - 1. Furnish concrete inserts and other devices indicated to other trades for installation in advance of time needed for coordination and construction.
- B. Coordination with Sprayed Fire-Resistive Materials:
  - 1. Before sprayed fire-resistive materials are applied, attach offset anchor plates or ceiling tracks to surfaces indicated to receive sprayed fire-resistive materials. Where offset anchor plates are required, provide continuous plates fastened to building structure not more than 24 inches o.c.
  - After sprayed fire-resistive materials are applied, remove them only to extent necessary for installation of non-load-bearing steel framing. Do not reduce thickness of fire-resistive materials below that are required for fire-resistance ratings indicated. Protect adjacent fire-resistive materials from damage.

### 3.3 INSTALLATION, GENERAL

- Installation Standard: ASTM C 754.
  - 1. Gypsum Plaster Assemblies: Also comply with requirements in ASTM C 841 that apply to framing installation.
  - 2. Portland Cement Plaster Assemblies: Also comply with requirements in ASTM C 1063 that apply to framing installation.
  - 3. Gypsum Veneer Plaster Assemblies: Also comply with requirements in ASTM C 844 that apply to framing installation.
  - Gypsum Board Assemblies: Also comply with requirements in ASTM C 840 that apply to framing installation.
- B. Install framing and accessories plumb, square, and true to line, with connections securely fastened.
- C. Install supplementary framing, and blocking to support fixtures, equipment services, heavy trim, grab bars, toilet accessories, furnishings, or similar construction.
- D. Install bracing at terminations in assemblies.
- E. Do not bridge building control and expansion joints with non-load-bearing steel framing members. Frame both sides of joints independently.

#### 3.4 INSTALLING FRAMED ASSEMBLIES

- A. Install framing system components according to spacings indicated, but not greater than spacings required by referenced installation standards for assembly types.
  - 1. Single-Layer Application: 16 inches o.c. unless otherwise indicated.
  - 2. Multilayer Application: 16 inches o.c. unless otherwise indicated.
  - 3. Tile Backing Panels: 16 inches o.c. unless otherwise indicated.
- B. Where studs are installed directly against exterior masonry walls or dissimilar metals at exterior walls, install isolation strip between studs and exterior wall.
- C. Install studs so flanges within framing system point in same direction.
- D. Install tracks at floors and overhead supports. Extend framing full height to structural supports or substrates above suspended ceilings except where partitions are indicated to terminate at suspended ceilings. Continue framing around ducts that penetrate partitions above ceiling.
  - 1. Slip-Type Head Joints: Where framing extends to overhead structural supports, install to produce joints at tops of framing systems that prevent axial loading of finished assemblies.
  - 2. Door Openings: Screw vertical studs at jambs to jamb anchor clips on door frames; install track section (for cripple studs) at head and secure to jamb studs.
    - a. Install two studs at each jamb unless otherwise indicated.
    - b. Install cripple studs at head adjacent to each jamb stud, with a minimum 1/2-inch clearance from jamb stud to allow for installation of control joint in finished assembly.
    - c. Extend jamb studs through suspended ceilings and attach to underside of overhead structure.
  - 3. Other Framed Openings: Frame openings other than door openings the same as required for door openings unless otherwise indicated. Install framing below sills of openings to match framing required above door heads.

- Fire-Resistance-Rated Partitions: Install framing to comply with fire-resistance-rated assembly indicated and support closures and to make partitions continuous from floor to underside of solid structure.
  - a. Firestop Track: Where indicated, install to maintain continuity of fire-resistance-rated assembly indicated.
- 5. Sound-Rated Partitions: Install framing to comply with sound-rated assembly indicated.
- 6. Curved Partitions:
  - a. Bend track to uniform curve and locate straight lengths so they are tangent to arcs.
  - b. Begin and end each arc with a stud, and space intermediate studs equally along arcs. On straight lengths of no fewer than two studs at ends of arcs, place studs 6 inches o.c.

## E. Direct Furring:

- 1. Screw to wood framing.
- 2. Attach to concrete or masonry with stub nails, screws designed for masonry attachment, or powder-driven fasteners spaced 24 inches o.c.

## F. Z-Shaped Furring Members:

- 1. Erect insulation, specified in Section 072100 "Thermal Insulation," vertically and hold in place with Z-shaped furring members spaced 24 inches o.c.
- 2. Except at exterior corners, securely attach narrow flanges of furring members to wall with concrete stub nails, screws designed for masonry attachment, or powder-driven fasteners spaced 24 inches o.c.
- At exterior corners, attach wide flange of furring members to wall with short flange extending beyond corner; on adjacent wall surface, screw-attach short flange of furring channel to web of attached channel. At interior corners, space second member no more than 12 inches from corner and cut insulation to fit.
- G. Installation Tolerance: Install each framing member so fastening surfaces vary not more than 1/8 inch from the plane formed by faces of adjacent framing.

### 3.5 INSTALLING CEILING SUSPENSION SYSTEMS

- A. Install suspension system components according to spacings indicated, but not greater than spacings required by referenced installation standards for assembly types.
  - 1. Hangers: 48 inches o.c.
  - 2. Carrying Channels (Main Runners): 48 inches o.c.
  - 3. Furring Channels (Furring Members): 16 inches o.c.
- B. Isolate suspension systems from building structure where they abut or are penetrated by building structure to prevent transfer of loading imposed by structural movement.
- C. Suspend hangers from building structure as follows:
  - 1. Install hangers plumb and free from contact with insulation or other objects within ceiling plenum that are not part of supporting structural or suspension system.
    - a. Splay hangers only where required to miss obstructions and offset resulting horizontal forces by bracing, countersplaying, or other equally effective means.

- Where width of ducts and other construction within ceiling plenum produces hanger spacings that interfere with locations of hangers required to support standard suspension system members, install supplemental suspension members and hangers in the form of trapezes or equivalent devices.
  - a. Size supplemental suspension members and hangers to support ceiling loads within performance limits established by referenced installation standards.
- 3. Wire Hangers: Secure by looping and wire tying, either directly to structures or to inserts, eye screws, or other devices and fasteners that are secure and appropriate for substrate, and in a manner that will not cause hangers to deteriorate or otherwise fail.
- 4. Flat Hangers: Secure to structure, including intermediate framing members, by attaching to inserts, eye screws, or other devices and fasteners that are secure and appropriate for structure and hanger, and in a manner that will not cause hangers to deteriorate or otherwise fail.
- 5. Do not attach hangers to steel roof deck.
- 6. Do not attach hangers to permanent metal forms. Furnish cast-in-place hanger inserts that extend through forms.
- 7. Do not attach hangers to rolled-in hanger tabs of composite steel floor deck.
- 8. Do not connect or suspend steel framing from ducts, pipes, or conduit.
- D. Fire-Resistance-Rated Assemblies: Wire tie furring channels to supports.
- E. Seismic Bracing: Sway-brace suspension systems with hangers used for support.
- F. Grid Suspension Systems: Attach perimeter wall track or angle where grid suspension systems meet vertical surfaces. Mechanically join main beam and cross-furring members to each other and butt-cut to fit into wall track.
- G. Installation Tolerances: Install suspension systems that are level to within 1/8 inch in 12 feet measured lengthwise on each member that will receive finishes and transversely between parallel members that will receive finishes.

END OF SECTION 092216 03/23/2018

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#### SECTION 092900 - GYPSUM BOARD

### 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:
  - 1. Interior gypsum board.
  - 2. Exterior gypsum board for ceilings and soffits.
  - Texture finishes.
- B. Related Requirements:
  - 1. Section 092216 "Non-Structural Metal Framing" for non-structural steel framing and suspension systems that support gypsum board panels.

#### 1.3 ACTION SUBMITTALS

A. Product Data: For each type of product.

### 1.4 DELIVERY, STORAGE AND HANDLING

A. Store materials inside under cover and keep them dry and protected against weather, condensation, direct sunlight, construction traffic, and other potential causes of damage. Stack panels flat and supported on risers on a flat platform to prevent sagging.

### 1.5 FIELD CONDITIONS

- A. Environmental Limitations: Comply with ASTM C 840 requirements or gypsum board manufacturer's written instructions, whichever are more stringent.
- B. Do not install paper-faced gypsum panels until installation areas are enclosed and conditioned.
- C. Do not install 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.

#### PART 2 - PRODUCTS

#### 2.1 PERFORMANCE REQUIREMENTS

- A. Fire-Resistance-Rated Assemblies: For fire-resistance-rated assemblies, provide materials and construction identical to those tested in assembly indicated according to ASTM E 119 by an independent testing agency.
- B. STC-Rated Assemblies: For STC-rated assemblies, provide materials and construction identical to those tested in assembly indicated according to ASTM E 90 and classified according to ASTM E 413 by an independent testing agency.

#### 2.2 GYPSUM BOARD, GENERAL

A. Size: Provide maximum lengths and widths available that will minimize joints in each area and that correspond with support system indicated.

### 2.3 INTERIOR GYPSUM BOARD

- A. Gypsum Wallboard: ASTM C 1396/C 1396M.
  - 1. Thickness: 1/2 inch.
  - 2. Long Edges: Tapered and featured (rounded or beveled) for prefilling.
- B. Gypsum Board, Type X: ASTM C 1396/C 1396M.
  - 1. Thickness: 5/8 inch.
  - 2. Long Edges: Tapered and featured (rounded or beveled) for prefilling.
- C. Gypsum Ceiling Board: ASTM C 1396/C 1396M.
  - Thickness: 1/2 inch.
     Long Edges: Tapered.

### 2.4 EXTERIOR GYPSUM BOARD FOR CEILINGS AND SOFFITS

- A. Exterior Gypsum Soffit Board: ASTM C 1396/C 1396M, with manufacturer's standard edges.
  - 1. Core: 5/8 inch, Type X.
- B. Glass-Mat Gypsum Sheathing Board: ASTM C 1177/C 1177M, with fiberglass mat laminated to both sides and with manufacturer's standard edges.
  - 1. Core: 5/8 inch, Type X.

## 2.5 TRIM ACCESSORIES

- A. Interior Trim: ASTM C 1047.
  - 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. U-Bead: J-shaped; exposed short flange does not receive joint compound.
  - f. Expansion (control) joint.
  - g. Curved-Edge Cornerbead: With notched or flexible flanges.
- B. Exterior Trim: ASTM C 1047.
  - 1. Material: Hot-dip galvanized-steel sheet, plastic, or rolled zinc.
  - 2. Shapes:
    - a. Cornerbead.
    - b. LC-Bead: J-shaped; exposed long flange receives joint compound.
    - c. Expansion (Control) Joint: One-piece, rolled zinc with V-shaped slot and removable strip covering slot opening.
- C. Aluminum Trim: Extruded accessories of profiles and dimensions indicated.
  - Aluminum: Alloy and temper with not less than the strength and durability properties of ASTM B 221, Alloy 6063-T5.
  - 2. Finish: Corrosion-resistant primer compatible with joint compound and finish materials specified.

### 2.6 JOINT TREATMENT MATERIALS

- A. General: Comply with ASTM C 475/C 475M.
- B. Joint Tape:
  - 1. Interior Gypsum Board: Paper.
  - 2. Exterior Gypsum Soffit Board: Paper.
  - 3. Glass-Mat Gypsum Sheathing Board: 10-by-10 glass mesh.
  - 4. Tile Backing Panels: As recommended by panel manufacturer.
- C. Joint Compound for Interior Gypsum Board: 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 or drying-type, all-purpose compound.
    - a. Use setting-type compound for installing paper-faced metal trim accessories.
  - Fill Coat: For second coat, use setting-type, sandable topping or drying-type, all-purpose compound.
  - 4. Finish Coat: For third coat, use setting-type, sandable topping or drying-type, all-purpose compound.
  - 5. Skim Coat: For final coat of Level 5 finish, use setting-type, sandable topping compound or drying-type, all-purpose compound.

- D. Joint Compound for Exterior Applications:
  - 1. Exterior Gypsum Soffit Board: Use setting-type taping compound and setting-type, sandable topping compound.
  - 2. Glass-Mat Gypsum Sheathing Board: As recommended by sheathing board manufacturer.
- E. Joint Compound for Tile Backing Panels:
  - 1. Glass-Mat, Water-Resistant Backing Panel: As recommended by backing panel manufacturer.
  - 2. Cementitious Backer Units: As recommended by backer unit manufacturer.
  - 3. Water-Resistant Gypsum Backing Board: Use setting-type taping compound and setting-type, sandable topping compound.

#### 2.7 AUXILIARY MATERIALS

- A. General: Provide auxiliary materials that comply with referenced installation standards and manufacturer's written instructions.
- B. Laminating Adhesive: Adhesive or joint compound recommended for directly adhering gypsum panels to continuous substrate.
- C. Steel Drill Screws: ASTM C 1002 unless otherwise indicated.
  - Use screws complying with ASTM C 954 for fastening panels to steel members from 0.033 to 0.112 inch thick.
  - 2. For fastening cementitious backer units, use screws of type and size recommended by panel manufacturer.
- D. Sound-Attenuation Blankets: ASTM C 665, Type I (blankets without membrane facing) produced by combining thermosetting resins with mineral fibers manufactured from glass, slag wool, or rock wool.
  - 1. Fire-Resistance-Rated Assemblies: Comply with mineral-fiber requirements of assembly.
- E. Acoustical Sealant: Manufacturer's standard nonsag, paintable, nonstaining latex sealant complying with ASTM C 834. Product effectively reduces airborne sound transmission through perimeter joints and openings in building construction as demonstrated by testing representative assemblies according to ASTM E 90.
- F. Thermal Insulation: Mineral fiber wool.

## 2.8 TEXTURE FINISHES

- A. Primer: As recommended by textured finish manufacturer.
- B. Aggregate Finish: Water-based, job-mixed, aggregated, drying-type texture finish for spray application.
  - 1. Texture: Light spatter.

#### PART 3 - EXECUTION

#### 3.1 EXAMINATION

- A. Examine areas and substrates including welded hollow-metal frames and support framing, with Installer present, for compliance with requirements and other conditions affecting performance of the Work.
- 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 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. Form control and expansion joints with space between edges of adjoining gypsum panels.
- F. Cover both faces of support framing with gypsum panels in concealed spaces (above ceilings, etc.), except in chases braced internally.
  - 1. Unless concealed application is indicated or required for sound, fire, air, or smoke ratings, coverage may be accomplished with scraps of not less than 8 sq. ft. in area.
  - 2. Fit gypsum panels around ducts, pipes, and conduits.
  - Where partitions intersect structural members projecting below underside of floor/roof slabs and decks, cut gypsum panels to fit profile formed by structural members; allow 1/4- to 3/8-inch- wide joints to install sealant.
- G. Isolate perimeter of gypsum board applied to non-load-bearing partitions at structural abutments. Provide 1/4- to 1/2-inch- wide spaces at these locations and trim edges with edge trim where edges of panels are exposed. Seal joints between edges and abutting structural surfaces with acoustical sealant.
- H. Attachment to Steel Framing: Attach panels so leading edge or end of each panel is attached to open (unsupported) edges of stud flanges first.
- I. 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.
- J. STC-Rated Assemblies: Seal construction at perimeters, behind control joints, and at openings and penetrations with a continuous bead of acoustical sealant. Install acoustical sealant at both faces of partitions at perimeters and through penetrations. Comply with ASTM C 919 and with manufacturer's written instructions for locating edge trim and closing off sound-flanking paths around or through assemblies, including sealing partitions above acoustical ceilings.

K. Install sound attenuation blankets before installing gypsum panels unless blankets are readily installed after panels have been installed on one side.

#### 3.3 APPLYING INTERIOR GYPSUM BOARD

- A. Install interior gypsum board in the following locations:
  - 1. Wallboard Type: Vertical surfaces unless otherwise indicated.
  - 2. Type X: Where required for fire-resistance-rated assembly.
  - 3. Ceiling Type: Ceiling surfaces.

## B. Single-Layer Application:

- On ceilings, apply gypsum panels before wall/partition board application to greatest extent possible and at right angles to framing unless otherwise indicated.
- 2. On partitions/walls, apply gypsum panels vertically (parallel to framing) or horizontally (perpendicular to framing) unless otherwise indicated or required by fire-resistance-rated assembly, and minimize end joints.
  - 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.
- 3. On Z-shaped furring members, apply gypsum panels vertically (parallel to framing) with no end joints. Locate edge joints over furring members.
- 4. Fastening Methods: Apply gypsum panels to supports with steel drill screws.

#### C. Multilayer Application:

- On ceilings, apply gypsum board indicated for base layers before applying base layers on walls/partitions; apply face layers in same sequence. Apply base layers at right angles to framing members and offset face-layer joints one framing member, 16 inches minimum, from parallel baselayer joints, unless otherwise indicated or required by fire-resistance-rated assembly.
- 2. On partitions/walls, apply gypsum board indicated for base layers and face layers vertically (parallel to framing) with joints of base layers located over stud or furring member and face-layer joints offset at least one stud or furring member with base-layer joints unless otherwise indicated or required by fire-resistance-rated assembly. Stagger joints on opposite sides of partitions.
- 3. On Z-shaped furring members, apply base layer vertically (parallel to framing) and face layer either vertically (parallel to framing) or horizontally (perpendicular to framing) with vertical joints offset at least one furring member. Locate edge joints of base layer over furring members.
- 4. Fastening Methods: Fasten base layers and face layers separately to supports with screws, or with screws; fasten face layers with adhesive and supplementary fasteners.
- D. Laminating to Substrate: Where gypsum panels are indicated as directly adhered to a substrate (other than studs, joists, furring members, or base layer of gypsum board), comply with gypsum board manufacturer's written instructions and temporarily brace or fasten gypsum panels until fastening adhesive has set.

## 3.4 APPLYING EXTERIOR GYPSUM PANELS FOR CEILINGS AND SOFFITS

- A. Apply panels perpendicular to supports, with end joints staggered and located over supports.
  - 1. Install with 1/4-inch open space where panels abut other construction or structural penetrations.
  - Fasten with corrosion-resistant screws.

#### 3.5 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. Control Joints: Install control joints according to ASTM C 840.
- C. Interior Trim: Install in the following locations:
  - Cornerbead: Use at outside corners.
  - Bullnose Bead: Use at outside corners.
  - 3. LC-Bead: Use at exposed panel edges.
  - 4. L-Bead: Use where indicated.
  - 5. U-Bead: Use at exposed panel edges.
- D. Exterior Trim: Install in the following locations:
  - 1. Cornerbead: Use at outside corners.
  - 2. LC-Bead: Use at exposed panel edges.

#### 3.6 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 for trim products specifically indicated as not intended to receive tape.
- D. Gypsum Board Finish Levels: Finish panels to levels indicated below and according to ASTM C 840:
  - 1. Level 1: Ceiling plenum areas, concealed areas, and where indicated.
  - 2. Level 2: Panels that are substrate for tile Where indicated on Drawings Insert locations.
  - 3. Level 4: At panel surfaces that will be exposed to view unless otherwise indicated.
    - a. Primer and its application to surfaces are specified in Section 099123 "Interior Painting."
- E. Cementitious Backer Units: Finish according to manufacturer's written instructions.

### 3.7 APPLYING TEXTURE FINISHES

- A. Surface Preparation and Primer: Prepare and apply primer to gypsum panels and other surfaces receiving texture finishes. Apply primer to surfaces that are clean, dry, and smooth.
- B. Texture Finish Application: Mix and apply finish using powered spray equipment, to produce a uniform texture free of starved spots or other evidence of thin application or of application patterns.
- C. Prevent texture finishes from coming into contact with surfaces not indicated to receive texture finish by covering them with masking agents, polyethylene film, or other means. If, despite these precautions, texture finishes contact these surfaces, immediately remove droppings and overspray to prevent damage according to texture-finish manufacturer's written instructions.

### 3.8 PROTECTION

- A. Protect adjacent surfaces from drywall compound and promptly remove from floors and other non-drywall surfaces. Repair surfaces stained, marred, or otherwise damaged during drywall application.
- B. Protect installed products from damage from weather, condensation, direct sunlight, construction, and other causes during remainder of the construction period.
- C. Remove and replace panels that are wet, moisture damaged, and mold damaged.
  - 1. Indications that panels are wet or moisture damaged include, but are not limited to, discoloration, sagging, or irregular shape.
  - 2. Indications that panels are mold damaged include, but are not limited to, fuzzy or splotchy surface contamination and discoloration.

END OF SECTION 092900

#### SECTION 095123 - ACOUSTICAL TILE CEILINGS

#### 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:
  - 1. Acoustical tiles for interior ceilings.
  - 2. Fully concealed, direct-hung, suspension systems.
- B. Products furnished, but not installed under this Section, include anchors, clips, and other ceiling attachment devices to be cast in concrete.

### 1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Delegated-Design Submittal: For seismic restraints for ceiling systems.
  - 1. Include design calculations for seismic restraints including analysis data signed and sealed by the qualified professional engineer responsible for their preparation.

## 1.4 INFORMATIONAL SUBMITTALS

- A. Coordination Drawings: Reflected ceiling plans, drawn to scale, on which the following items are shown and coordinated with each other, using input from installers of the items involved:
  - 1. Ceiling suspension-system members.
  - 2. Structural members to which suspension systems will be attached.
  - 3. Method of attaching hangers to building structure.
    - a. Furnish layouts for cast-in-place anchors, clips, and other ceiling attachment devices whose installation is specified in other Sections.
  - 4. Carrying channels or other supplemental support for hanger-wire attachment where conditions do not permit installation of hanger wires at required spacing.
  - 5. Size and location of initial access modules for acoustical tile.
  - 6. Items penetrating finished ceiling and ceiling-mounted items including the following:
    - a. Lighting fixtures.
    - b. Diffusers.
    - c. Grilles.
    - d. Speakers.
    - e. Sprinklers.

- f. Access panels.
- g. Perimeter moldings.
- 7. Show operation of hinged and sliding components adjacent to acoustical tiles.
- 8. Minimum Drawing Scale: 1/8 inch = 1 foot.
- B. Qualification Data: For testing agency.
- C. Product Test Reports: For each acoustical tile ceiling, for tests performed by manufacturer and witnessed by a qualified testing agency.
- D. Evaluation Reports: For each acoustical tile ceiling suspension system and anchor and fastener type, from ICC-ES.
- E. Field quality-control reports.

#### 1.5 CLOSEOUT SUBMITTALS

A. Maintenance Data: For finishes to include in maintenance manuals.

#### 1.6 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials, from the same product run, that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
  - 1. Acoustical Ceiling Units: Full-size tiles equal to 2 percent of quantity installed.
  - 2. Suspension-System Components: Quantity of each concealed grid and exposed component equal to 2 percent of quantity installed.

## 1.7 DELIVERY, STORAGE, AND HANDLING

- A. Deliver acoustical tiles, suspension-system components, and accessories to Project site and store them in a fully enclosed, conditioned space where they will be protected against damage from moisture, humidity, temperature extremes, direct sunlight, surface contamination, and other causes.
- B. Before installing acoustical tiles, permit them to reach room temperature and a stabilized moisture content.

## 1.8 FIELD CONDITIONS

- A. Environmental Limitations: Do not install acoustical tile ceilings until spaces are enclosed and weathertight, wet-work in spaces is complete and dry, work above ceilings is complete, and ambient temperature and humidity conditions are maintained at the levels indicated for Project when occupied for its intended use.
  - 1. Pressurized Plenums: Operate ventilation system for not less than 48 hours before beginning acoustical tile ceiling installation.

#### PART 2 - PRODUCTS

#### 2.1 MANUFACTURERS

#### A. Source Limitations:

1. Suspended Acoustical Tile Ceilings: Obtain each type of acoustical ceiling tile and its suspension system from single source from single manufacturer.

#### 2.2 PERFORMANCE REQUIREMENTS

- A. Delegated Design: Engage a qualified professional engineer to design seismic restraints for ceiling systems.
- B. Seismic Performance: Suspended ceilings shall withstand the effects of earthquake motions determined according to ASCE/SEI 7.
- C. Surface-Burning Characteristics: Comply with ASTM E 84; testing by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.
  - 1. Flame-Spread Index: Class A according to ASTM E 1264.
  - 2. Smoke-Developed Index: 50 or less.
- D. Fire-Resistance Ratings: Comply with ASTM E 119; testing by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.
  - 1. Indicate design designations from UL or from the listings of another qualified testing agency.

### 2.3 ACOUSTICAL TILES

- A. Basis-of-Design Product: Subject to compliance with requirements, provide product indicated on Drawings or comparable product by one of the following to match existing tiles at each location:
  - 1. Armstrong World Industries, Inc.
  - 2. CertainTeed Corporation.
  - 3. USG Corporation.
- B. Acoustical Tile Standard: Provide manufacturer's standard tiles of configuration indicated that comply with ASTM E 1264 classifications as designated by type, form, pattern, acoustical rating, and light reflectance unless otherwise indicated.
- C. Classification: Provide tiles as follows:
  - 1. Type and Form: Type III, mineral base with painted finish; Form 1, nodular.
  - 2. Pattern: Match existing tiles at each location.
- D. Color: White.
- E. Light Reflectance (LR): Match existing tiles at each location.
- F. Ceiling Attenuation Class (CAC): Match existing tiles at each location.
- G. Noise Reduction Coefficient (NRC): Match existing tiles at each location.

- H. Articulation Class (AC): Match existing tiles at each location.
- I. Edge/Joint Detail: Match existing tiles at each location.
- J. Thickness: Match existing tiles at each location.
- K. Modular Size: Match existing tiles at each location.
- L. Antimicrobial Treatment: Manufacturer's standard broad spectrum, antimicrobial formulation that inhibits fungus, mold, mildew, and gram-positive and gram-negative bacteria and showing no mold, mildew, or bacterial growth when tested according to ASTM D 3273, ASTM D 3274, or ASTM G 21 and evaluated according to ASTM D 3274 or ASTM G 21.

#### 2.4 METAL SUSPENSION SYSTEM

- A. Basis-of-Design Product: Subject to compliance with requirements, provide product indicated on Drawings or comparable product by one of the following to match existing at each location:
  - 1. Armstrong World Industries, Inc.
  - CertainTeed Corporation.
  - 3. USG Corporation.
- B. Metal Suspension-System Standard: Provide manufacturer's standard, direct-hung, fully concealed, metal suspension system and accessories of type, structural classification, and finish indicated that complies with applicable requirements in ASTM C 635/C 635M.
  - 1. High-Humidity Finish: Where indicated, provide coating tested and classified for "severe environment performance" according to ASTM C 635/C 635M.
- C. Direct-Hung, Double-Web Suspension System: Main and cross runners roll formed from and capped with cold-rolled steel sheet, prepainted, electrolytically zinc coated, or hot-dip galvanized, G30 coating designation.
  - 1. Structural Classification: Intermediate-duty system.
  - 2. Access: Upward and, with initial access openings of size indicated below and located throughout ceiling within each module formed by main and cross runners, with additional access available by progressively removing remaining acoustical tiles.
    - a. Initial Access Opening: In each module, 24 by 24 inches.

## 2.5 ACCESSORIES

- A. Attachment Devices: Size for five times the design load indicated in ASTM C 635/C 635M, Table 1, "Direct Hung," unless otherwise indicated. Comply with seismic design requirements.
  - Anchors in Concrete: Anchors of type and material indicated below, with holes or loops for attaching hangers of type indicated and with capability to sustain, without failure, a load equal to five times that imposed by ceiling construction, as determined by testing according to ASTM E 488/E 488M or ASTM E 1512 as applicable, conducted by a qualified testing and inspecting agency.
    - a. Type: Cast-in-place, postinstalled expansion, or postinstalled bonded anchors.
    - Corrosion Protection: Carbon-steel components zinc plated according to ASTM B 633, Class SC 1 (mild) service condition.

- c. Corrosion Protection: Stainless-steel components complying with ASTM F 593 and ASTM F 594, Group 1 Alloy 304 or 316.
- 2. Power-Actuated Fasteners in Concrete: Fastener system of type suitable for application indicated, fabricated from corrosion-resistant materials, with clips or other accessory devices for attaching hangers of type indicated, and with capability to sustain, without failure, a load equal to 10 times that imposed by ceiling construction, as determined by testing according to ASTM E 1190, conducted by a qualified testing and inspecting agency.
- B. Wire Hangers, Braces, and Ties: Provide wires as follows:
  - 1. Zinc-Coated, Carbon-Steel Wire: ASTM A 641/A 641M, Class 1 zinc coating, soft temper.
  - 2. Stainless-Steel Wire: ASTM A 580/A 580M, Type 304, nonmagnetic.
  - 3. Size: Wire diameter sufficient for its stress at three times hanger design load (ASTM C 635/C 635M, Table 1, "Direct Hung") will be less than yield stress of wire, but not less than 0.135-inch- diameter wire.
- C. Hanger Rods: Mild steel, zinc coated or protected with rust-inhibitive paint.
- D. Flat Hangers: Mild steel, zinc coated or protected with rust-inhibitive paint.
- E. Angle Hangers: Angles with legs not less than 7/8 inch wide; formed with 0.04-inch- thick, galvanized-steel sheet complying with ASTM A 653/A 653M, G90 coating designation; with bolted connections and 5/16-inch- diameter bolts.
- F. Seismic Stabilizer Bars: Manufacturer's standard perimeter stabilizers designed to accommodate seismic forces.
- G. Seismic Struts: Manufacturer's standard compression struts designed to accommodate lateral forces.
- H. Seismic Clips: Manufacturer's standard seismic clips designed to secure acoustical tiles in-place during a seismic event.

## 2.6 METAL EDGE MOLDINGS AND TRIM

- A. Basis-of-Design Product: Subject to compliance with requirements, provide product indicated on Drawings or comparable product by one of the following to match existing at each location:
  - 1. Armstrong World Industries, Inc.
  - CertainTeed Corporation.
  - 3. Chicago Metallic Corporation.
  - 4. Fry Reglet Corporation.
  - 5. Gordon, Inc.
  - 6. USG Corporation.
- B. Roll-Formed, Sheet-Metal Edge Moldings and Trim: Type and profile indicated or, if not indicated, manufacturer's standard moldings for edges and penetrations complying with seismic design requirements; formed from sheet metal of same material, finish, and color as that used for of suspension-system runners.
  - 1. For circular penetrations of ceiling, provide edge moldings fabricated to diameter required to fit penetration exactly.
  - 2. Finish: Painted white.
- C. Extruded-Aluminum Edge Moldings and Trim: Where indicated, provide manufacturer's extruded-aluminum edge moldings and trim of profile indicated or referenced by manufacturer's designations,

including splice plates, corner pieces, and attachment and other clips, complying with seismic design requirements.

- 1. Clear Anodic Finish: AAMA 611, AA-M12C22A31, Class II, 0.010 mm or thicker.
- 2. Baked-Enamel or Powder-Coat Finish: Minimum dry film thickness of 1.5 mils. Comply with ASTM C 635/C 635M and coating manufacturer's written instructions for cleaning, conversion coating, and applying and baking finish.

#### 2.7 MISCELLANEOUS MATERIALS

- A. Acoustical Tile Adhesive: Type recommended in writing by acoustical tile manufacturer, bearing UL label for Class 0-25 flame spread.
- B. Staples: 5/16-inch- long, divergent-point staples.

#### PART 3 - FXFCUTION

#### 3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, including structural framing and substrates to which acoustical tile ceilings attach or abut, with Installer present, for compliance with requirements specified in this and other Sections that affect ceiling installation and anchorage and for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
- B. Examine acoustical tiles before installation. Reject acoustical tiles that are wet, moisture damaged, or mold damaged.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

#### 3.2 PREPARATION

- A. Testing Substrates: Before adhesively bonding tiles to wet-placed substrates such as cast-in-place concrete or plaster, test and verify that moisture level is below tile manufacturer's recommended limits.
- B. Measure each ceiling area and establish layout of acoustical tiles to balance border widths at opposite edges of each ceiling. Avoid using less-than-half-width tiles at borders unless otherwise indicated, and comply with layout shown on reflected ceiling plans.
- C. Layout openings for penetrations centered on the penetrating items.

## 3.3 INSTALLATION OF SUSPENDED ACOUSTICAL TILE CEILINGS

- A. Install suspended acoustical tile ceilings according to ASTM C 636/C 636M, seismic design requirements, and manufacturer's written instructions.
  - 1. Fire-Rated Assembly: Install fire-rated ceiling systems according to tested fire-rated design.
- B. Suspend ceiling hangers from building's structural members and as follows:
  - 1. Install hangers plumb and free from contact with insulation or other objects within ceiling plenum that are not part of supporting structure or of ceiling suspension system.

- 2. Splay hangers only where required to miss obstructions; offset resulting horizontal forces by bracing, countersplaying, or other equally effective means.
- Where width of ducts and other construction within ceiling plenum produces hanger spacings that interfere with location of hangers at spacings required to support standard suspension-system members, install supplemental suspension members and hangers in form of trapezes or equivalent devices
- 4. Secure wire hangers to ceiling suspension members and to supports above with a minimum of three tight turns. Connect hangers directly to structure or to inserts, eye screws, or other devices that are secure and appropriate for substrate and that will not deteriorate or otherwise fail due to age, corrosion, or elevated temperatures.
- 5. Secure flat, angle, channel, and rod hangers to structure, including intermediate framing members, by attaching to inserts, eye screws, or other devices that are secure and appropriate for both the structure to which hangers are attached and the type of hanger involved. Install hangers in a manner that will not cause them to deteriorate or fail due to age, corrosion, or elevated temperatures.
- 6. Do not support ceilings directly from permanent metal forms or floor deck. Fasten hangers to cast-in-place hanger inserts, postinstalled mechanical or adhesive anchors, or power-actuated fasteners that extend through forms into concrete.
- 7. When steel framing does not permit installation of hanger wires at spacing required, install carrying channels or other supplemental support for attachment of hanger wires.
- 8. Do not attach hangers to steel deck tabs.
- 9. Do not attach hangers to steel roof deck. Attach hangers to structural members.
- 10. Space hangers not more than 48 inches o.c. along each member supported directly from hangers unless otherwise indicated; provide hangers not more than 8 inches from ends of each member.
- 11. Size supplemental suspension members and hangers to support ceiling loads within performance limits established by referenced standards.
- C. Secure bracing wires to ceiling suspension members and to supports with a minimum of four tight turns. Suspend bracing from building's structural members as required for hangers without attaching to permanent metal forms, steel deck, or steel deck tabs. Fasten bracing wires into concrete with cast-in-place or postinstalled anchors.
- D. Install edge moldings and trim of type indicated at perimeter of acoustical ceiling area and where necessary to conceal edges of acoustical tiles.
  - 1. Apply acoustical sealant in a continuous ribbon concealed on back of vertical legs of moldings before they are installed.
  - 2. Screw attach moldings to substrate at intervals not more than 16 inches o.c. and not more than 3 inches from ends. Miter corners accurately and connect securely.
  - 3. Do not use exposed fasteners, including pop rivets, on moldings and trim.
- E. Install suspension-system runners so they are square and securely interlocked with one another. Remove and replace dented, bent, or kinked members.
- F. Arrange directionally patterned acoustical tiles as follows:
  - 1. As indicated on reflected ceiling plans.
- G. Install acoustical tiles in coordination with suspension system and exposed moldings and trim. Place splines or suspension-system flanges into kerfed edges of tiles so tile-to-tile joints are interlocked.
  - 1. Fit adjoining tiles to form flush, tight joints. Scribe and cut tiles for accurate fit at borders and around penetrations through ceiling.
  - 2. Hold tile field in compression by inserting leaf-type, spring-steel spacers between tiles and moldings spaced 12 inches o.c.
  - 3. Protect lighting fixtures and air ducts according to requirements indicated for fire-resistance-rated assembly.

Page 8 of 8

## 3.4 ERECTION TOLERANCES

- A. Suspended Ceilings: Install main and cross runners level to a tolerance of 1/8 inch in 12 feet, non-cumulative.
- B. Moldings and Trim: Install moldings and trim to substrate and level with ceiling suspension system to a tolerance of 1/8 inch in 12 feet, non-cumulative.

#### 3.5 ADJUSTING

- A. Clean exposed surfaces of acoustical tile ceilings, including trim and edge moldings. Comply with manufacturer's written instructions for cleaning and touchup of minor finish damage.
- B. Remove and replace tiles and other ceiling components that cannot be successfully cleaned and repaired to permanently eliminate evidence of damage.

END OF SECTION 095123

03/23/2018

#### SECTION 099113 - INTERIOR AND EXTERIOR PAINTING

#### 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 surface preparation and the application of paint systems on interior and exterior walls and other substrates.

#### 1.3 DEFINITIONS

- A. MPI Gloss Level 1: Not more than five units at 60 degrees and 10 units at 85 degrees, according to ASTM D 523.
- B. MPI Gloss Level 3: 10 to 25 units at 60 degrees and 10 to 35 units at 85 degrees, according to ASTM D 523.
- C. MPI Gloss Level 4: 20 to 35 units at 60 degrees and not less than 35 units at 85 degrees, according to ASTM D 523.
- D. MPI Gloss Level 5: 35 to 70 units at 60 degrees, according to ASTM D 523.
- E. MPI Gloss Level 6: 70 to 85 units at 60 degrees, according to ASTM D 523.
- F. MPI Gloss Level 7: More than 85 units at 60 degrees, according to ASTM D 523.

#### 1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product. Include preparation requirements and application instructions.
  - Include printout of current "MPI Approved Products List" for each product category specified, with the proposed product highlighted.
  - 2. Indicate VOC content.
- B. Product List: Cross-reference to paint system and locations of application areas. Use same designations indicated on Drawings and in schedules. Include color designations.

## 1.5 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials, from the same product run, that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
  - 1. Paint: 5 percent, but not less than 1 gal. of each material and color applied.

### 1.6 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.
  - 1. Maintain containers in clean condition, free of foreign materials and residue.
  - 2. Remove rags and waste from storage areas daily.

#### 1.7 FIELD CONDITIONS

- A. Apply paints only when temperature of surfaces to be painted and ambient air temperatures are between 50 and 95 deg. F.
- B. Do not apply paints in snow, rain, fog, or mist; when relative humidity exceeds 85 percent; at temperatures less than 5 deg. F above the dew point; or to damp or wet surfaces.

#### PART 2 - PRODUCTS

### 2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following or approved equal:
  - 1. Benjamin Moore & Co.
  - 2. Rust-Oleum Corporation; a subsidiary of RPM International, Inc.
  - 3. Sherwin-Williams Company (The).
  - 4. Valspar Corporation Architectural (Pro).
  - 5. Zinsser; Rust-Oleum Corporation.
- B. Products: Subject to compliance with requirements, provide product listed in the Exterior Painting Schedule for the paint category indicated.

## 2.2 PAINT, GENERAL

- A. MPI Standards: Products shall comply with MPI standards indicated and shall be listed in its "MPI Approved Products Lists."
- B. Material Compatibility:
  - 1. Materials for use within each paint system shall be 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, products shall be recommended in writing by topcoat manufacturers for use in paint system and on substrate indicated.
- C. Colors: As selected by Architect from manufacturer's full range.

#### 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 the Work.
- B. Maximum Moisture Content of Substrates: When measured with an electronic moisture meter as follows:
  - 1. Concrete: 12 percent.
  - 2. Fiber-Cement Board: 12 percent.
  - 3. Masonry (Clay and CMUs): 12 percent.
- Verify suitability of substrates, including surface conditions and compatibility, with existing finishes and primers.
- D. Proceed with coating application only after unsatisfactory conditions have been corrected.
  - 1. Application of coating indicates acceptance of surfaces and conditions.

#### 3.2 PREPARATION

- A. Comply with manufacturer's written instructions and recommendations in "MPI Architectural Painting Specification Manual" applicable to substrates and paint systems indicated.
- B. Remove hardware, covers, plates, and similar items already in place that are removable and 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.
  - After completing painting operations, use workers skilled in the trades involved to reinstall items that were removed. Remove surface-applied protection.
- C. Clean substrates of substances that could impair bond of paints, including dust, dirt, oil, grease, and incompatible paints and encapsulants.
  - 1. Remove incompatible primers and re-prime substrate with compatible primers or apply tie coat as required to produce paint systems indicated.
- D. Concrete Substrates: Remove release agents, curing compounds, efflorescence, and chalk. Do not paint surfaces if moisture content or alkalinity of surfaces to be painted exceeds that permitted in manufacturer's written instructions.
- E. Masonry Substrates: Remove efflorescence and chalk. Do not paint surfaces if moisture content or alkalinity of surfaces or mortar joints exceeds that permitted in manufacturer's written instructions.
- F. Steel Substrates: Remove rust, loose mill scale, and shop primer if any. Clean using methods recommended in writing by paint manufacturer but not less than the following:
  - 1. SSPC-SP 2.
- G. Shop-Primed Steel Substrates: Clean field welds, bolted connections, and areas where shop paint is abraded. Paint exposed areas with the same material as used for shop priming to comply with SSPC-PA 1 for touching up shop-primed surfaces.

## 3.3 APPLICATION

- A. Apply paints according to manufacturer's written instructions and recommendations in "MPI Architectural Painting Specification Manual."
  - 1. Use applicators and techniques suited for paint and substrate indicated.
  - 2. Paint surfaces behind movable items same as similar exposed surfaces. Before final installation, paint surfaces behind permanently fixed items with prime coat only.
  - 3. Paint all disturbed surfaces to match existing.
  - 4. Do not paint over labels of independent testing agencies or equipment name, identification, performance rating, or nomenclature plates.
  - 5. Primers specified in painting schedules may be omitted on items that are factory primed or factory finished if acceptable to topcoat manufacturers.
- B. Tint undercoats same color as topcoat, but tint each undercoat a lighter shade to facilitate identification of each coat if multiple coats of same material are to be applied. 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.
- E. Painting Fire Suppression, Plumbing, HVAC, Electrical, Communication, and Electronic Safety and Security Work:
  - 1. Paint the following work where exposed to view to match existing:
    - a. Equipment, including panelboards and switch gear.
    - b. Uninsulated metal piping.
    - Uninsulated plastic piping.
    - d. Pipe hangers and supports.
    - e. Metal conduit.
    - f. Plastic conduit.
    - g. Tanks that do not have factory-applied final finishes.

## 3.4 FIELD QUALITY CONTROL

- A. Dry Film Thickness Testing: Owner may engage the services of a qualified testing and inspecting agency to inspect and test paint for dry film thickness.
  - 1. Contractor shall touch up and restore painted surfaces damaged by testing.
  - 2. If test results show that dry film thickness of applied paint does not comply with paint manufacturer's written recommendations, Contractor shall pay for testing and apply additional coats as needed to provide dry film thickness that complies with paint manufacturer's written recommendations.

### 3.5 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.
- At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.

#### 3.6 INTERIOR AND EXTERIOR PAINTING SCHEDULE

- A. CS1 Concrete Sealer:
  - 1. Clear Acrylic Sealer System MPI EXT 3.2H:
    - a. Prepare Surface: Concrete pretreatment and acid etch.
    - b. Prime Coat: Sealer, water based, matching topcoat.
    - c. Intermediate Coat: Sealer, water based, matching topcoat.
    - d. Topcoat: Sealer, water based, for concrete floors, MPI #99.
      - 1) Benjamin Moore: Corotech, High performance, Clear Acrylic Sealer (V027)
      - 2) Rust-Oleum Corporation: Seal-Krete Clear-Seal Concrete Protective Sealer.
      - 3) The Sherwin-Williams Co.: Pro Industrial Clear Acrylic Coating
- B. Concrete Wall Substrates:
  - 1. Epoxy System, Eggshell:
    - a. Prime Coat: Prime Coat: Latex enamel, exterior, matching topcoat.
    - b. Intermediate Coat: Latex enamel, exterior, matching topcoat.
    - c. Topcoat: Latex enamel, exterior.
      - 1) Benjamin Moore: Corotech, Fast Dry Polyamide Epoxy V410
      - 2) Rust-Oleum Corporation: High Performance 5300 System Water-Based Epoxy.
      - 3) The Sherwin-Williams Co.: Pro Industrial Pre-catalyzed Water Based Epoxy.
- C. Hollow Metal Substrates:
  - 1. Alkyd System MPI EXT 5.1D or MPI EXT 5.1Q:
    - Prime Coat: Shop primer specified in Section where substrate is specified.
    - b. Intermediate Coat: Exterior, alkyd, matching topcoat.
    - c. Topcoat: Alkyd, exterior, semi-gloss, MPI Gloss Level 5, MPI #94.
      - 1) Benjamin Moore.: Corotech, High Performance, Quick Dry Alkyd Enamel Semi-Gloss (V231)
      - Rust-Oleum Corporation: High Performance 7400 System DTM Alkyd Enamel (450 VOC)
      - The Sherwin-Williams Co.: High Performance, Pro Industrial Water Based Alkyd Urethane
- D. Gypsum Board Substrates Interior:
  - 1. Latex System:
    - a. Prime Coat: Undercoating and primer.
    - b. Intermediate Coat: Latex enamel.
    - c. Topcoat: Latex enamel, eggshell, MPI Gloss Level 3.

- 1) Benjamin Moore: Super-Hide, Latex Enamel Eggshell
- 2) Rust-Oleum Corporation: C580 System Commercial Latex Eggshell
- 3) The Sherwin-Williams Co.: High Performance Latex Enamel Eggshell
- E. Gypsum Board Substrates Exterior:
  - 1. 100% Acrylic Latex:
    - a. Prime Coat: Undercoating and primer.
    - b. Intermediate Coat: Latex enamel.
    - c. Topcoat: Latex enamel, flat add silica sand grit for textured surface
      - 1) Benjamin Moore: Regal Select Exterior Paint High Build Flat Finish (N400) Flat
      - 2) Rust-Oleum Corporation: ZEHRUNG, Z-Prime II Flat
      - 3) The Sherwin-Williams Co.: Pro Industrial Acrylic Coating Flat
- F. Metal Deck Substrates:
  - 1. Alkyd System MPI EXT 5.1D or MPI EXT 5.1Q:
    - a. Prime Coat: Shop primer specified in Section where substrate is specified.
    - b. Intermediate Coat: Exterior, alkyd, matching topcoat.
    - c. Topcoat: Alkyd, exterior, semi-gloss, MPI Gloss Level 5, MPI #94.
      - Benjamin Moore.: Corotech, High Performance, Quick Dry Alkyd Enamel Semi-Gloss (V231)
      - Rust-Oleum Corporation: High Performance 7400 System DTM Alkyd Enamel (450 VOC)
      - The Sherwin-Williams Co.: High Performance, Pro Industrial Water Based Alkyd Urethane
- G. Metal Component (Stairs, Railings, Pipes, Hangers, Supports) Substrates:
  - 1. Alkyd System MPI EXT 5.1D or MPI EXT 5.1Q:
    - a. Prime Coat: Shop primer specified in Section where substrate is specified.
    - b. Intermediate Coat: Exterior, alkyd, matching topcoat.
    - c. Topcoat: Alkyd, exterior, semi-gloss, MPI Gloss Level 5, MPI #94.
      - Benjamin Moore: Corotech, High Performance, Quick Dry Alkyd Enamel Semi-Gloss (V231)
      - Rust-Oleum Corporation: High Performance 7400 System DTM Alkyd Enamel (450 VOC)
      - 3) The Sherwin-Williams Co.: High Performance, Pro Industrial Water Based Alkyd Urethane
- H. Concrete Masonry Units (at New Electrical Room East Wall in Boiler Plant):
  - 1. Asphalt Dampproofing:
    - a. Clean, fill, and smooth block surface with cement mortar.
    - b. Topcoat: Asphalt dampproofing system.
      - 1) Henry 785 Asphalt Emulsion Dampproofing trowel grade.
      - 2) W.R. Meadows Sealmastic Emulsion Dampproofing.

Page 7 of 7

3) ChemMasters MasterGuard 700 Asphalt Dampproofing.

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