



City of Norwich

Department of Finance – Purchasing Agent
100 Broadway, Room No. 105
Norwich, CT 06360

Phone: (860)823-3706
Fax: (860)823-3812
E-mail: whathaway@cityofnorwich.org

INVITATION FOR BIDS

Bid No.: 7602

Due Date and Time: October 17, 2018 at 2:00 P.M.

Title: Fire Code Abatement Modifications/Renovations to the Yantic Fire Department, 151 Yantic Road, Norwich, CT

Special Instructions: There will be a **mandatory** pre-bid meeting for all general contractors at 10:00 A.M. on September 24, 2018. All interested parties are to meet at Yantic Fire Engine Co. #1, 151 Yantic road, Norwich, CT. Late arrivals (more than fifteen (15) minutes after the scheduled start time) will not be given credit for attendance at the meeting and will not be able to submit a bid for this project.

The following information must appear in the lower left hand corner of the envelope:

Sealed Bid No.: 7602

Not to be opened until October 17, 2018 at 2:00 P.M.

Return Bids to:

William R. Hathaway, Purchasing Agent
City of Norwich
100 Broadway, Room 105
Norwich, CT 06360-4431



RETURN THIS FORM IMMEDIATELY

**City of Norwich, CT
Acknowledgement of Receipt of Bid Documents**

Bid No.: 7506
Title: Fire Code Abatement Modifications/Renovations to the Yantic Fire Department, 151 Yantic Road, Norwich, CT

Please take a moment to acknowledge receipt of the attached documents. Your compliance with this request will help the City of Norwich to maintain proper follow-up procedures and will ensure that your firm will receive any addendum that may be issued.

Date Issued: 09/14/2018

Date Documents Received: _____/_____/_____

Do you plan to submit a response? _____ Yes _____ No

Company Name: _____

Address: _____

Telephone: _____ Fax: _____

E-mail Address: _____

Received by: _____

Note: Faxed or e-mailed acknowledgements are requested.

Fax No.: (860)823-3812

E-mail: whathaway@cityofnorwich.org

Fax or e-mail this sheet only. A cover sheet is not required.

DO NOT FAX OR E-MAIL YOUR RESPONSE TO THIS RFP

BID NO. 7602

Fire Code Abatement Modifications/Renovations to the Yantic Fire Department

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CITY OF NORWICH
Invitation for Bids

Bid No. 7602

Sealed bids for the **Fire Code Abatement Modifications and Renovations to the Yantic Fire Station** will be received in the office of the Purchasing Agent, City of Norwich, 100 Broadway, Room 105, Norwich, CT 06360-4431, until 2:00 P.M. prevailing time on October 17, 2018. All bids will then be publicly opened and read aloud.

The bid documents may be downloaded from the following websites:

City of Norwich	http://www.norwichct.org/bid.aspx
State of Connecticut	http://das.ct.gov/SCP_Search/Default.aspx

Addenda, if any, will be posted on the websites listed above. All bidders, prior to submitting their bids, should check the websites to ensure they have received all issued addenda.

A **mandatory** pre-bid meeting for all general contractors will be held at 10:00 A.M. on September 24, 2018. All interested parties are to meet at the Yantic Fire Station, 151 Yantic Road, Norwich, CT 06389. Late arrivals (more than fifteen (15) minutes after the scheduled start time) will not be given credit for attendance at the meeting and will not be able to submit a bid for this project. This will be the only opportunity to visit the site.

Requests for information (RFIs) must be submitted in writing no later than 12:00 P.M. on October 1, 2018. RFIs must be sent to William R. Hathaway, Purchasing Agent via fax to (860)823-3812, e-mail to whathaway@cityofnorwich.org or U.S. Postal Service to City Hall, 100 Broadway, Room 105, Norwich, CT 06360-4431.

Bid surety in the form of a bid bond, certified or bank check in the amount equal to five per cent (5%) of the total bid amount is required at the time of bid.

The City of Norwich reserves the right to reject and all bids, in whole or in part, to waive minor irregularities in the bidding and to award the bid to other than the low bidder if deemed in the best interest of the City of Norwich.

This project is subject to prevailing wage rate requirements as outlined in Connecticut General Statutes §31-53.

The City of Norwich is an Equal Opportunity/Affirmative Action Employer. Minority/Women's Business Enterprises are encouraged to apply. This contract is subject to state set-aside and contract compliance requirements.

William R. Hathaway
Purchasing Agent

**INSTRUCTIONS TO BIDDERS
CITY OF NORWICH, CT 06360**

Bid Number: 7602

The following instructions and specifications shall be observed by all bidders:

1. Time and Place of Bid Opening

Bids will be opened at **2:00 P.M. on October 17, 2018** at the Purchasing Office, 100 Broadway, Room 105, Norwich, CT 06360. Any bid received after the time and date of bid opening shall not be accepted.

- 2. Pre-Bid Meeting – A mandatory** pre-bid meeting for all general contractors will be held at 10:00 A.M. on September 24, 2018. All interested parties are to meet at the Yantic Fire Station, 151 Yantic Road, Norwich, CT 06389. Late arrivals (more than fifteen (15) minutes after the scheduled start time) will not be given credit for attendance at the meeting and will not be able to submit a bid for this project. This will be the only opportunity to visit the site.

2. Availability of Bid Documents

Bidders are advised that all bid documents relative to this project are only available online at the following web addresses:

<http://www.norwichct.org/bids.aspx>
https://biznet.ct.gov/scp_search/default.aspx

3. Bid Addenda

If additional information becomes available or changes are made to the bid documents, an addendum will be issued not later than 3 days prior to the bid opening date. All addenda shall become part of the Contract Documents.

All addenda will be sent via e-mail to those bidders that complete and return the Receipt Acknowledgement for to the Purchasing Department. It is incumbent on the bidder to ensure that it has received all issued addenda by checking the websites listed above. Failure of any bidder to receive any such addendum shall not relieve it of the obligations under its bid as submitted. Certification of receipt of addenda shall be made by the bidder on the proposal.

Notice of any addendum will be posted on the following websites:

<http://www.norwichct.org/bids.aspx>
https://biznet.ct.gov/scp_search/default.aspx

4. Bid Surety Requirements

A Bid Surety in the amount of 5 percent (5%) of the total amount bid is required at the time of bid. Bid Surety shall be in the form of a Bid Bond provided by a surety licensed to do business in the State of Connecticut, Certified Check or Bank Check.

FAILURE OF A BIDDER TO PROVIDE THE REQUIRED BID SURETY SHALL RESULT IN REJECTION OF ITS BID.

5. Bid Instructions

Bids must be enclosed in a sealed envelope, addressed to the City of Norwich and clearly identified with the bid number and name as shown on the face of these bid documents.

Bids must be made on the attached forms with complete information as requested of the bid forms. Bids submitted on forms other than those included within this document shall not be considered.

6. Examination of Site Conditions

Bidders must satisfy themselves by personal examination of the site and location of the proposed work as to the actual conditions and requirements of the work and inform themselves fully of the conditions relating to the construction and labor under which the work will be performed. No claim because of lack of knowledge by the contractor regarding the site, the proposed work or content of the specifications and drawings will be allowed. At the date established for the opening of bids, it will be presumed that each bidder has made an examination of the location and site of the work to be done under this contract and has satisfied itself as to the actual conditions and requirements.

7. Prevailing Wage Rates

This project shall be subject to prevailing wages rates issued by the State of Connecticut Department of Labor, which are included within these specifications. Each bidder shall include any additional costs associated with prevailing wage rates as a part of its bid.

8. Sales and Use Tax

Bidders are reminded that the Connecticut State Sales and Use Tax and associated Federal taxes are not applicable under this contract, and therefore these taxes are not to be included in the bid price(s).

Under the terms of Connecticut Agencies Regulations §12-426-18, Contractors and Subcontractors, the contractor may purchase materials and supplies as are to be installed or placed in projects being performed under these contracts and will remain in such projects after completion, including tangible personal property that remains tangible personal property after its installation or placement, without payment of the tax and shall not charge any such exempt organization or agency any sales or use tax thereon.

9. Definitions

For the purposes of these documents:

The word "City" means the City of Norwich, CT.

The words "City Manager" mean the City Manager of the City of Norwich, CT.

The word "Director" means the Director of Public Works for the City of Norwich, CT.

The word "Engineer" refers to the City Engineer of the City of Norwich, CT.

The word "Bidder" refers to the party or parties submitting a bid to perform the work to be done or materials to be furnished under the Contract; the legal representatives of such party or parties.

The word "Contractor" refers to the party or parties contracting to perform the work to be done or materials to be furnished under the Contract; the legal representatives of such party or parties.

10. Subcontractors

The Contractor shall not sublet any portion of the work without written permission from the City. In no case may it sublet more than forty-nine percent (49%) of the monetary value of the Contract (i.e. the major units of the work of the Contract shall be performed by the Contractor). If the Contractor sublets any part of the work, this does not relieve it or the bonding company of liabilities and obligations to the City. There is no contractual relationship between any subcontractor and the City; the Engineer deals only with the Contractor. For the purposes of this section, costs attributable directly to equipment purchase costs shall neither be attributable to the Contractor nor the subcontractor.

The Contractor must not assign or dispose of his Contract in any way without the written consent of the Engineer in conjunction with that of the City Manager. Disposal must be for cause only.

11. Project Location

The work for this project will be performed at the Yantic Fire Department, 151 Yantic Road, Yantic, CT 06389.

12. Intent

The intent of these specifications is to obtain a Contractor that will furnish all labor, supervision, tools, materials and equipment necessary to install curbing, sidewalks and other associated work on the designated street(s) within Norwich, CT as detailed within these specifications.

13. Work Schedule

The Contractor shall contact the Engineering Department at (860)823-3798 prior to the start of any work associated with this Contract.

No work will be performed at night or on Sundays or legal holidays, except in case of emergency and only to the extent to make the work site safe. The normal work day shall be considered as any eight (8) hour period falling between 7:00 A.M. and 4:00 P.M., Monday through Friday. Special clearance will be required for work outside these times.

All work under this Contract is to be completed in accordance with the schedule requirements contained in the Site Construction Notes.

14. Evaluation of Prices Submitted

Bids will be compared on the basis of the estimated quantities times the unit or lump sum prices stated in Bid. In the event of a discrepancy between prices written in word and figures, the prices written in words shall govern. In the event of a discrepancy between (1) the Total amount of lump sum line items and/or unit prices as recorded on the bid form by the bidder and (2) the Total amount of the bids as recorded on the bid form by the bidder and tabulated by the Purchasing Agent, the latter shall prevail.

It is the intent of the City to make award to the lowest, responsible qualified bidder (Ref. C. G. S. §4a-59).

15. Engineer's Estimate of the Work

The Engineer's estimate of the work and materials by which the bids will be compared are as shown in the Bid and are solely for the purpose of comparing bids received and are approximate only and are not guaranteed.

16. Certificate in Good Standing

Any corporation whose bid is being considered for acceptance by the City may be required, if requested, to provide a "Certificate of Good Standing" from the Office of the Secretary of State for Connecticut.

17. Acceptance/Rejection of Bids

The City may reject bids which are incomplete, conditional, obscure, contain additions not called for, erasures or corrections not initialed, or which contain alterations or irregularities of any kind. The City may rightfully waive informalities. The Purchasing Agent reserves the right to reject any or all bids; or the bids for any one or more commodities or contractual services included in any or all bids; and, unless otherwise specified, to buy any part or the whole from one or more bidders when it is in the best interest of the City to do so. The City also reserves the right to reject any or all bids, or to award any bid to other than the low bidder if it is deemed in the best interest of the City to do so.

Determination of the best interest of the City shall include consideration of active or pending civil litigation between the City and any firm (or its subcontractors or suppliers) submitting a bid to the City.

18. Withdrawal of Bid Submitted

Any bid may be withdrawn prior to the designated date and time for receipt of bids. Bids may be withdrawn ninety (90) days after the bid opening if no award has been made by the City. If the City does not award a contract within ninety (90) days after opening of bids, all bids will be null and void, except this time may be extended on mutual agreement of the City and the lowest qualified vendor, as determined by the City.

19. Contract Execution

The firm(s) whose bid(s) has/have been accepted by the City will be required to furnish all insurance certificates in the amounts specified, within 5 days from the date of the notice of award. The firm(s) will also be required to furnish all performance and payment bonds to the City prior to contract signing.

The firm(s) whose bid is accepted will be required to execute a contract, in substantially the form included in the bid documents, on a date and time mutually agreed to by all parties. Once the contract is executed, the contractor(s) will be issued a Notice to Proceed.

Contracts valued at less than \$25,000.00 may be executed directly via the issuance of a purchase order, at the discretion of the City.

20. Inclusion of Contract Provisions

The bidders' attention is directed to the form of this agreement, which, in addition to the Instructions to Bidders includes the bid proposal forms, general provisions, special provisions, federal/state provisions, specifications, measurement and payment provisions, contract drawings (if applicable) and standard detail drawings.

21. Contact Related Documents

The Contractor shall provide the bonds and Certificates of Insurance to the Purchasing Agent. In case of failure or refusal on the part of the bidder to enter into a contract or to furnish the required bonds and/or required certificates of insurance within the set time periods, the bidder shall forfeit to the City of Norwich such part of the bid bond as shall be equal to the difference between the total bid of the defaulting bidder and the total bid of the person or persons with whom the contract is finally executed.

22. Acceptance of Alternate Materials or Methods

When alternate bids are asked for, the City at time of the awarding or prior to signing of the contract, through its Engineer, will select which type of material or which method of construction will be used.

23. Indemnification

The Contractor shall indemnify and save harmless the City and its officers, agents, servants and employees, from and against any and all claims, demands, suits, proceedings, liabilities, judgments, awards, losses, damages, costs and expenses, including attorneys' fees, on account of bodily injury, sickness, disease or death sustained by any person or persons or injury or damage to or destruction of any property, directly or indirectly arising out of, relating to or in connection with the work, whether or not due to or claimed to be due in whole or in part to the active, passive or concurrent negligence or fault of the Contractor, its officers, agents, servants or employees, any of its subcontractors, the City or any of their respective officers, agents, servants or employees and/or any other person or persons, and whether or not such claims, demands, suits or proceedings are just, unjust, groundless, false or fraudulent; and the Contractor shall and does hereby assume and agrees to pay for the defense of all such claims, demands, suits and proceedings, provided, however, that the Contractor shall not be required to indemnify the City, its officers, agents, servants, or employees, against any such damages occasioned solely by acts or omissions of the City other than supervisory acts or omissions of the City in the work.

24. Equal Opportunity Employment and Affirmative Action

The successful contractor shall comply in all aspects with the Equal Employment Opportunity Act as well as the provision of Title VI of the Civil Rights Act of 1964 and all amendments thereto. Each contractor with 15 or more employees shall be required to have an Affirmative Action Plan which declares that the contractor does not discriminate on the basis of race, color, religion, gender, national origin or age and which specifies the goals and target dates to assure the implementation of equal opportunity employment. Each contractor with fewer than 15 employees shall be required to have a written equal opportunity employment policy statement declaring that it does not discriminate on the basis of race, color, religion, gender, national origin or age. Findings of noncompliance with applicable State and Federal equal opportunity laws and regulations could be sufficient reason for revocation or cancellation of this contract. The contract is also subject to contract compliance requirements mandated by Connecticut General Statutes §§ 4a-60 and 40a-60a.

25. Contractor's and Subcontractors' Insurance

The Contractor shall procure and maintain insurance of the types specified below, and to the limits for this insurance specified in the Standard Bid and Contract Terms and Conditions and the City of Norwich Code of Ordinances, Article IV., §2-71. All insurance shall be obtained from companies satisfactory to the City.

Insurance shall be in such forms as will protect the Contractor from all claims and liability for damages for bodily and personal injury, including accidental death, and for property damage, which may arise from operations under the Contract, whether such operations be by itself, its subcontractors, or by anyone directly or indirectly employed or engaged by it.

The following types of insurance shall be provided before starting and until final completion and acceptance of the Work and expiration of the guarantee period provided for in the Agreement.

- a. Workmen's Compensation and Employer's Liability Insurance.
- b. Bodily Injury Insurance for operations and completed operations and Contractor's Protective Bodily Injury Insurance.
- c. Property Damage Insurance for operations and completed operations and Contractor's Protective Property Damage Insurance, each including coverage for injury to or destruction of wires or pipes and similar property and appurtenant apparatus and the collapse of or structural injury to any building or structure except those on which work under the Contract is being done. Blasting and explosion coverage shall be obtained if there is a need for blasting under the Contract, and no blasting shall be performed until such insurance has been secured.
- d. Bodily Injury Insurance covering the operation of all motor vehicles owned by the Contractor.
- e. Personal Injury Insurance to cover claims for personal injury and including claims brought by employees.
- f. Property Damage Insurance covering the operation of all motor vehicles owned by the Contractor.
- g. Insurance to cover bodily injuries and property damage resulting from the use of motor vehicles not owned by the Contractor, while such vehicles are being operated in connection with the prosecution of the work.
- h. Contractual Liability Insurance covering the liability assumed by the Contractor under the fifth paragraph of that subsection titled "Obligations and Liability of Contractor" of this Agreement.
- i. Owner's Protective Liability and Property Damage Insurance to protect the City and any Engineer against claims for Property damage and for bodily injuries, including accidental death, caused by the operations of the Contractor or its subcontractors on the Work. The policy shall indicate the City and any Engineer as the named insured. A copy of the policy shall be furnished to the City and a Certificate of Insurance shall be furnished to any Engineer.

All policies shall be so written that the City will be notified in writing of cancellation or restrictive amendment at least 30 days prior to the effective date of such cancellation or amendment.

Certificates from the Contractor's insurance carriers stating the coverages provided, the limits of liability, and expiration dates shall be filed in triplicate with the Engineer before operations are begun. Such certificates shall be on the form furnished by the Engineer.

Renewal certificates must be furnished by the Contractor prior to the expiration date of any of the initial insurances.

No insurance required or furnished hereunder shall in any way relieve the Contractor of or diminish any of its responsibilities, obligations and liabilities under the Contract.

26. Bond Requirements

For all contracts in excess of \$25,000.00, the awarded contract shall provide the City with the following bonds in the minimum amounts specified herein.

- a. **Labor and Materials Bond** in the amount equal to 100% of the Total Proposal Price guaranteeing to the City payments for all labor, materials and equipment utilized in the completion of the work under this contract in the amount of the contract award.
- b. **Performance Bond** in the amount equal to 100% of the Total Proposal Price guaranteeing to the City the completion of the Contract.

All bonds shall be issued by a surety that is named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) issued by the U.S. Department of the Treasury, Bureau of the Fiscal Service, Surety Bond Section.

It is distinctly agreed and understood that any changes in the plans and/or specifications for this work, whether such changes decrease or increase the amount thereof, or the manner or time of payment, shall in no way annul, release or affect the liability and surety on the bond given by the contractor.

27. Safety

All work done and all equipment used shall comply with all pertinent OSHA, Federal, State and local regulations, laws and ordinances affecting those employed and any affecting the conduct of the work.

Not later than thirty (30) after the date of contract award, the awarded contractor shall furnish proof to the Commissioner of the State of Connecticut Department of Labor that all employees performing manual labor on or in such public project, pursuant to such contract, have completed the 10 hour OSHA Construction Safety and Health course, or in the case of telecommunications workers, have completed at least 10 hours of training in accordance with 29 CFR 1910.268.

The State of Connecticut and all political subdivisions have adopted a zero tolerance policy for workplace violence. In accordance with Executive Order No. 16 issued by Governor John G. Rowland, all contractors, subcontractors and vendors must comply with this policy.

28. Personnel Requirements

All work under this contract shall be performed by competent and proficient tradesmen employed by the contractor and under its supervision. Apprentices and helpers may be used, but only under the direct supervision of the job foreman.

29. Subcontractors

The Contractor shall not sublet any portion of the work without written permission from the City. In no case may it be more than forty-nine percent (49%) of the monetary value of the contract. The major units of the work shall be performed by the Contractor. If the Contractor sublets any part of the work, this does not relieve it or the bonding company of their liabilities and obligations to the City. There is no contractual relationship between any subcontractor and the City. The engineer deals only with the Contractor; subcontractors are recognized as employees of the Contractor.

The Contractor must not assign or dispose of its contract in any way without the consent of the engineer in conjunction with the City Manager. Disposal must be for cause.

30. Freedom of Information

All bids will be publicly opened and read and upon award shall be made available for public inspection, in accordance with the provisions of Connecticut General Statutes § 1-210, Freedom of Information. Copies of any information resulting from any bid opening are generally not available until a contract has been formally awarded.

31. Non-Collusion

The individual signing this bid hereby declares that no person or persons other than members of its organization are interested in this bid or in the contract proposed to be taken; that it is made without any connection to any other person or persons submitting a bid for the same work and is in all respects fair and without collusion or fraud; that no person acting on behalf of or employed by the City of Norwich is directly or indirectly interested in the supplies or work to which they relate or will receive any part of the profit or any commission therefrom in any manner which is unethical or contrary to the best interests of the City of Norwich.

BID FORMS

**CITY OF NORWICH
NORWICH, CONNECTICUT**

**BID FORM
Bid No. 7602**

To: City of Norwich
City Hall
100 Broadway
Norwich, CT 06360

From: _____

The undersigned, having familiarized (herself, himself, themselves) with the existing conditions on the project site affecting the cost of the work, and with the contract documents for the in Norwich, CT and hereby proposes to furnish all supervision, technical personnel, labor, materials, equipment, tools, appurtenances, services and anything else necessary to perform and complete this project, all in accordance with the contract documents at and for the unit prices for the following work items:

ITEM DESCRIPTION

BASE BID

Fire Code Abatement Modifications/Renovations
to the Yantic Fire Department, 151 Yantic Road,
Norwich, CT as specified in the Contract Documents

\$ _____

Base Bid (in words)

The following allowance(s) identified in Section 01020 is/are included in the Base Bid:

Allowance No. 1 for unforeseen conditions and issues \$15,000.00

Unit Prices

The unit prices listed below shall determine the value of any extra work or changes. They shall be considered complete including all material, labor, installation costs measured in place, overhead and profit, and shall be used uniformly for either additions to or deductions from the work. Any credit to the Owner for any and all such work that may be omitted shall be computed on the quoted unit prices less 10 (ten) percent.

Item	Description	Unit	Amount
1.	New custom metal doors and frames	EA	\$ _____
2.	Scheduled Epoxy Floor indicated in The documents	SF	\$ _____

The Bidder acknowledges receipt of the following Addenda:

Addendum No. _____, dated _____

Addendum No. _____, dated _____

Addendum No. _____, dated _____

Enclosed is the Bidder's Bond, Bank Check, Cashier's Check or Certified Check No _____ in the amount of five percent (5%) of the Bid.

The undersigned accepts the terms, conditions and requirements stated in the Owner's Invitation to Bid and contract documents. The undersigned proposes to all labor, supervision, equipment, tools and incidentals in accordance with the specifications.

The undersigned has carefully checked all the figures on the **Base Bid Items** form and understands that the Owner will not be responsible for any errors or omissions on the part of the undersigned in making up this bid.

Bidder understands that the City of Norwich reserves the right to reject any or all bids, in whole or in part, and to waive any informality in the bidding.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) days after the scheduled closing time for the receipt of Bids.

Respectfully submitted:

Name and Title (in cursive)

Name and Title (printed)

(Seal – if bid is by a corporation)

Business Address

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned, _____
(Name and Address)

_____ As PRINCIPAL, and _____
(Name and Address)

_____ a corporation duly organized under the laws of the
State of _____ as SURETY are held and firmly bound unto the City of
Norwich, 100 Broadway, Norwich, CT 06360, hereinafter called the "OWNER", in the sum of _____
Dollars (\$ _____) lawful
money of the United States, for the payment of which sum well and truly to be made, the said
Principal and Surety, bind ourselves, our heirs, executors, administrators, successors, and
assigns, jointly and severally, firmly by theses Presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the
Accompanying Bid, dated _____, 20____, for _____

NOW, THEREFORE, if the Principal shall not withdraw said Bid within the period specified
therein, after the opening of same, or, if no period be specified, within ninety (90) days after
the said opening, and shall within such time period as agreed to by the Owner and the
Contractor, enter into a contract with the Owner in accordance with the Bid, as accepted, and
give bond with good and sufficient surety or sureties , as may be required, for the faithful
performance and proper fulfillment of such Contract; or in the event of the withdrawal of said
Bid within the period specified, or the failure to enter into such Contract and give such bond
within the time agreed to, the Principal shall pay the Owner the difference between the
amount specified in said Bid and the Amount for which the Owner may procure the required
work or supplies or both, if the latter be in excess of the former, then the above obligation shall
be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals this _____ day of _____, 20_____, the name and corporate seal of each corporate party being hereto affixed and theses presents duly signed by the undersigned representative, pursuant to authority of it governing body. In presence of:

_____	_____
(Witness)	(Principal) (Seal)
_____	_____
	(Title)

_____	_____
(Witness)	(Surety) (Seal)
_____	_____
	(Title)

Attorney in Fact, State of _____, Power of Attorney for the person signing for the Surety Company must be attached to the Bond.

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the _____
Of the Corporation named as Principal within the bond; that _____
Who signed the said bond on behalf of the Principal was then the _____
Of said corporation; that I know his signature, and his signature attached thereto is genuine;
and that said bond was duly signed, sealed and attested to for and in behalf of said corporation
by authority of this governing body.

Affix
Corporate
Seal

Title

Include this form with your response to the IFB

NON-COLLUSION AFFIDAVIT

State of _____)

County of _____)

_____, being first duly sworn, deposes and says that:

(Individual's Name)

1. He/she is _____ of _____
(Sole Owner, Partner, President, Secretary, etc.) (Corporation Name)

herein after referred to as the "Bidder" that has submitted the attached bid;

2. He/she is fully informed respecting the preparation and content of the attached bid and of all pertinent circumstances respecting such bid;
3. Such bid is genuine and is not a collusive or sham bid;
4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including the affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham bid, in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner directly or indirectly, sought by agreement or collusion or communications or conference with any other Bidder, firm or person to fix the price or prices in the attached bid or of any Bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Norwich, CT or any person interested in the proposed contract; and
5. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties of interest, including this affiant.
6. That no officer or employee or person whose salary is payable in whole or in part from the City of Norwich is directly or indirectly interested in this bid, or in the supplies, materials, equipment, work or labor to which it relates, or in any of the profits thereof.

Signed: _____

Title: _____

Subscribed and sworn before me this _____ day of _____, 20_____.

Notary Public

My Commission expires on _____

NON COLLUSION AFFIDAVIT OF SUBCONTRACTOR

State of _____)
County of _____) ss.

_____ being first duly sworn ,
deposes and says that:

- (1) He is _____ of _____ herein referred to as the "Subcontractor" ;
- (2) He is fully informed respecting the preparation and content of the Subcontractor's Proposal submitted by the Subcontractor to _____, the Contractor for certain work in connection with the _____ Contract pertaining to the Project in Norwich, Connecticut ;
- (3) Such Subcontractor's Proposal is genuine and is not a collusive or sham Bid;
- (4) Neither the said Subcontractors nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in said Subcontractor's Proposal or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Norwich, CT or any person interested in the proposed Contract; and
- (5) The price or prices quoted in the attached Subcontractor's Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties of interest, including this affiant.
- (6) That no officer or employee or person whose salary is payable in whole or in part from the City of Norwich is directly or indirectly interested in this Bid, or in the supplies, materials, equipment, work or labor to which it relates, or in any of the profits thereof.

Signed _____

Title _____

Subscribed and sworn before me this

_____ day of _____ 20 _____

(Notary Public)

My Commission expires _____

Statement of Bidder's Qualifications

All items and questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The bidder may submit any additional information it desires.

1. Name of Bidder _____
2. Bidder's Tax Identification No. _____
3. Permanent main office address _____

4. When organized _____
5. If corporation, where incorporated _____
6. Number of years have you been engaged in the contracting business under your present firm or trade name _____
7. Contracts on hand: (Schedule these showing amount of each contract and the appropriate anticipated dates of completion) _____

8. General character of work performed by your company _____

9. Have you ever failed to complete any work awarded to you? If so, where and why? _____

10. Have you ever defaulted on a contract? If so, where and why? _____

11. List the more important projects recently completed by your company, stating the approximate cost for each, and the month and year completed (use a separate sheet if necessary) _____

12. List your major equipment available for this Contract _____

13. List your experience in work similar to this project _____

14. List the background and experience of the principal members of your organization, including officers _____

15. List the work to be done by Subcontractors and summarize the dollar value of each Subcontract

16. Credit available \$ _____

17. Give Bank reference _____

18. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner? _____

19. The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Bidder's Qualifications.

Dated _____

(Name of Bidder)

By _____

Title _____

State of _____)

County of _____) ss.

_____ being duly sworn deposes and says that (s)he is _____

_____ of _____

_____, and that the answers to the foregoing items and questions and all statements therein contained are true and correct.

Subscribed and sworn to before me this

_____ day of _____ 20

(Notary Public)

My Commission expires _____

(This form must be printed on your firm's letterhead)

AFFIRMATIVE ACTION/EQUAL OPPORTUNITY EMPLOYMENT POLICY STATEMENT

XYZ Company will not discriminate or permit discrimination against any person or group of persons on the basis of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, sexual orientation, intellectual disability, mental disability or physical disability including, but not limited to, blindness, (unless such disability, even with reasonable accommodation, prevents the applicant from being able to perform the work involved), or in any manner prohibited by the laws of the United States or of the State of Connecticut¹. Further, **XYZ Company** will not retaliate against or condone retaliation against any person or group of persons who oppose actions, treatment or conduct that they believe to be discriminatory.

As an Equal Opportunity Employer, it is the policy and practice of **XYZ Company** to assure that no person will be discriminated against, or be denied the benefit of any activity, program or employment process, in areas including but not limited to recruiting, advertising, hiring, upgrading, promotion, transfer, demotion, lay off, termination, rehiring, employment, rates of pay and/or other compensation or any other terms and conditions of employment on the basis of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, sexual orientation, intellectual disability, mental disability or physical disability including, but not limited to, blindness, unless such disability prevents performance of the work involved.

XYZ Company shall take affirmative action to insure that applicants with job-related qualifications are employed and to insure 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. If an individual has a disability for which a reasonable accommodation is requested, **XYZ Company** will engage in an interactive process with the individual/representative to determine the individual's needs and accommodation.

(If **XYZ Company** is a union contractor) **XYZ Company** assures that each labor union or representative of its workers has been provided with a copy of this statement and has been informed that **XYZ Company** is an Affirmative Action/Equal Opportunity Employer and has been informed of **XYZ Company's** obligations to comply with state and federal law.

XYZ Company also assures that each of its vendors has been informed that **XYZ Company** is an Affirmative Action/Equal Opportunity Employer and of **XYZ Company's** obligations to comply with state and federal law.

XYZ Company will implement, monitor and enforce this *Affirmative Action/Equal Opportunity Employment Policy Statement* and program in conjunction with all applicable Federal and State laws, regulations and executive orders. In order to implement our Affirmative Action/Equal Opportunity Employment Program, **XYZ Company** will develop written strategies and plans designated to correct any deficiencies identified. Furthermore, this policy statement, as well as the posters regarding Labor and

Discrimination Laws, shall be posted and otherwise made known to all workers in the company's home office, each satellite office, and at each job site.

Management and supervisory staff will be advised of their responsibilities to ensure the success of this program. Ultimate responsibility for this Affirmative Action/Equal Opportunity Employment Program will be with the (Insert **Head of Company's Name and Official Title**). The day-to-day duties for the plan will be coordinated by (Insert the name of the company's **Affirmative Action/Equal Opportunity Employment Officer**), who is hereby designated the Affirmative Action/Equal Opportunity Employment Officer for **XYZ Company**.

¹ If XYZ Company is a firm located in Connecticut and this EEO policy statement is the Company's only EEO policy statement, the company should include all of the covered statuses protected by Connecticut's employment law (e.g.: learning disability and genetic information) to avoid any confusion of employees' protections against discrimination.

I have expressly advised (Insert the name of the company's Affirmative Action/Equal Opportunity Employment Officer) of his/her legal responsibilities as XYZ Company's Affirmative Action/Equal Opportunity Employment Officer pursuant to the Connecticut State Agency Contract Compliance Regulations Section 46a-68j-27(4).

This Affirmative Action Plan has my total support and XYZ Company pledges its best good faith efforts to achieve the objectives of this Affirmative Action Plan. I expect each manager, supervisor and employee of this Company to aid in the implementation of this program and be accountable for complying with the objectives of this Affirmative Action Plan.

Date

(Signature)

Printed Name and Printed Title of Person Signing

CERTIFICATION OF BIDDER REGARDING
EQUAL EMPLOYMENT OPPORTUNITY

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 Part II, Section 203(b), (30 FR 12319, 12935). The implementing rules and regulations provide that any bidder or prospective contractor, or any of its proposed subcontractors, shall state whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicated that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven (7) calendar days after bid opening. No contract shall be awarded unless such report is submitted.

CERTIFICATION BY BIDDER

Bidder's Name _____

Address and Zip Code _____

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.
Yes () No () If answer is yes, identify the most recent contract.
2. Compliance reports were required to be filed in connection with such contract or subcontract
Yes () No () If answer is yes, identify the most recent contract.
3. Bidder has filed all compliance reports due under applicable instructions, including SF. 100.
Yes () No () Not Required ()
4. If answer to Item 3 is "No" please explain in detail on reverse side of this Certification.

Certification - The information above is true and complete to the best of my knowledge and belief. A willfully false statement is punishable by law (U.S. Code, Title 18, Section 1001).

Name and Title of Signer (Please Type)

Signature

Date

CERTIFICATION OF NON-SEGREGATED FACILITIES

This Bidder certifies that he does not maintain or provide his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The Bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any locations, under his control, where segregated facilities are maintained. The Bidder agrees that a breach of his certification will be a violation of the Equal Opportunity clause and any Contract resulting from acceptance of this Bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion or national origin, because of habit, local custom or otherwise. The Bidder agrees that (except where he has obtained identical certification from proposed Subcontractors for specific time periods) he will obtain identical certifications from proposed Subcontractors prior to the award of Subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause; that he will retain such certifications in his files; and that he will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have already submitted identical certifications for the specific time periods):

"Notice to prospective subcontractors of requirements for non-segregated facilities. A certification of non-segregated facilities must be submitted prior to the award of a subcontract exceeding the Equal Opportunity Clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e. quarterly, semi-annually, or annually).

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. Paragraph 1001.

Date: _____

By: _____

Official Address: _____

Title: _____

**CONTRACT
DOCUMENTS**



City of Norwich

100 Broadway
Norwich, CT 06360

Phone: (860)823-3700

Fax: (860)885-2131

CONTRACT FOR SERVICES

THIS AGREEMENT made and entered into this ___ day of _____, by and between _____ (legal name and address), hereinafter called “**Contractor**” and the City of Norwich, 100 Broadway, Norwich, CT 06360, hereinafter called “**City**.”

WHEREAS, the City desires to enter into a contract for services, and the Contractor represents itself as competent and qualified to accomplish the specific requirements of this contract to the satisfaction of the City, therefore this contract is entered into under the following terms and conditions:

1. The Contractor agrees to perform the services described below or in attachments if applicable. (Attachments must be specifically labeled; for example, “Attachment A, consisting of _____ pages, attached hereto and made a part hereof,” and be initialed by authorized representatives of both parties.) Only those attachments specifically referenced in this Contract for Services shall apply. The terms and conditions as contained in this Contract for Services shall take precedence over any conflicting terms as may be attached hereto.

2. **Term of the Contract:** The start date for this Contract shall be _____ and the completion date of this Contract shall be _____.

3. **Contract Price:** The City shall pay the Contractor for the performance of the Contract in current funds, for the total quantities of work performed for the price of \$ _____.

4. **Contract Documents:** The Contract Documents consist of this Agreement, the Standard Bid and Contract Terms and Conditions, the Instructions to Bidders, the Contractor’s bid as accepted by the City, the General and Special Conditions of the Work, the Technical Specifications, the drawings and all Addenda attached hereto.

The Contract Documents are complementary and what is called for by any one shall be as binding as if called for by all. In the event of any conflict or inconsistency between the provisions of this Agreement and the provisions of any of the other Contract Documents, the provisions of this Agreement shall prevail.

Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the edition of the standard specification, manual, code or laws or regulations identified in the reference. In the event a particular edition is not identified, the reference shall mean the latest edition in effect at the time of receipt of the bid. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall change the duties and responsibilities of the City, the Contractor or any of their consultants, agents or employees from those set forth in the Contract Documents.

5. **Obligations And Liability Of The Contractor:** The Contractor shall, as herein specified, do all the work and perform and furnish all the labor, services, materials, equipment, plant, machinery, apparatus, appliances, tools, supplies and all other things (except as otherwise expressly provided herein) necessary for the proper performance and completion of the work in the manner and within the time hereinafter specified, in strict accordance with the Drawings, Specifications and other Contract Documents, in conformity with the directions and to the satisfaction of the City, and at the prices herein agreed upon therefor.

All parts of the work and all fixtures, equipment, apparatus and other items indicated on the Drawings and not mentioned in the Specifications, or vice versa, and all work and material usual and necessary to make the work complete in all its parts, including all incidental work necessary to make it complete and satisfactory and ready for use and operation, whether or not it is indicated on the Drawings or mentioned in the Specifications, shall be furnished and executed the same as if it is called for both by the Drawings and by the Specifications.

The Contractor shall coordinate its operations with those of any other contractors who may be employed on other work of the City, shall avoid interference therewith, and shall cooperate in the arrangements for storage of materials and equipment.

The Contractor shall conduct its work so as to interfere as little as possible with private business and public travel. Wherever and whenever necessary or required it shall maintain fences, furnish watchmen, maintain lights, and take such other precaution as may be necessary to protect life and property.

The Contractor shall indemnify and save harmless the City and its officers, agents, servants and employees, from and against any and all claims, demands, suits, proceedings, liabilities, judgments, awards, losses, damages, costs and expenses, including attorneys' fees, on account of bodily injury, sickness, disease or death sustained by any person or persons or injury or damage to or destruction of any property, directly or indirectly arising out of, relating to or in connection with the work, whether or not due to or claimed to be due in whole or in part to the active, passive or concurrent negligence or fault of the Contractor, its officers, agents, servants or employees, any of its subcontractors, the City or any of their respective officers, agents, servants or employees and/or any other person or persons, and whether or not such claims, demands, suits or proceedings are just, unjust, groundless, false or fraudulent; and the Contractor shall and does hereby assume and agrees to pay for the defense of all such claims, demands, suits and proceedings, provided, however, that the Contractor shall not be required to indemnify the City, its officers, agents, servants, or employees, against any such damages occasioned solely by acts or omissions of the City other than supervisory acts or omissions of the City in the work.

The Contractor shall have complete responsibility for the work and the protection thereof, and for preventing injuries to persons and damage to the work and property and utilities on or about the work, until final completion and final acceptance thereof. It shall in no way be relieved of its responsibility by any right of the City to give permission or directions relating to any part of the work, by any such permission or directions given, or by failure of the City to give such permission or directions. The Contractor shall bear all costs, expenses, losses and damages on account of the quantity or character of the work or the nature of the land (including but not limited to subsurface conditions) in or under or on which the work is done being different from that indicated or shown in the Contract Documents or from what was estimated or expected, or on account of the weather, elements, or other causes.

The Contractor shall conduct its operations so as not to damage existing structures or work installed either by it or by other contractors. In case of any such damage resulting from its operations, it shall repair and make good as new the damaged portions at its own expense with the consent of the damaged party. In the event that consent is not given, the Contractor shall continue liable for the damage caused.

The Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors, their officers, agents, servants and employees as it is for its own acts and omissions and those of its own officers, agents, servants and employees.

Should the Contractor sustain any loss, damage or delay through any act or omission of any other contractor or any subcontractor of any such other contractor, the Contractor shall have no claim against the City therefor, other than for an extension of time, but shall have recourse solely to such other contractor or subcontractor.

If any other contractor or any subcontractor of any such other contractor shall suffer or claim to have suffered loss, damage or delay by reason of the acts or omissions of the Contractor or of any of its subcontractors, the Contractor agrees to assume the defense against any such claim and to reimburse such other contractor or subcontractor for such loss or damage.

The Contractor agrees to and does hereby indemnify and save harmless the City from and against any and all claims by such other contractors or subcontractors alleging such loss, damage or delay and from and against any and all claims, demands, suits, proceedings, liabilities, judgments, awards, losses, damages, costs and expenses, including attorneys' fees, arising out of, relating to or resulting from such claims.

The Contractor shall promptly pay all federal, state and local taxes which may be assessed against it in connection with the work or its operations under this Agreement and/or the other Contract Documents, including, but not limited to, taxes attributable to the purchase of material and equipment, to the performance of services, and the employment of persons in the prosecution of the Work.

6. Supervision of Work: The Contractor shall be solely responsible for supervision of the work, shall give the work the constant attention necessary to ensure the expeditious and orderly progress thereof, and shall cooperate with the City, its officers, agents or employees in every possible way.

At all times, the Contractor shall have as its agent on the work a competent superintendent capable of reading and thoroughly understanding the Drawings and Specifications, with full authority to execute the directions of the Engineer without delay and to supply promptly such labor, services, materials, equipment, plant, apparatus, appliances, tools, supplies and other items as may be required. Such superintendent shall not be removed from the work without the prior written consent of the City. If, in the opinion of the City, the superintendent or any successor proves incompetent, the Contractor shall replace him with another person approved by the City; such approval, however, shall in no way relieve or diminish the Contractor's responsibility for supervision of the Work.

Whenever the Contractor or its agent or superintendent is not present on any part of the work where it may be necessary to give directions or instructions with respect to such work, such directions or instructions may be given by the City to and shall be received and obeyed by the foreman or any other person in charge of the particular work involved.

7. Insurance: The Contractor shall procure and maintain insurance of the types specified below, and to the limits for this insurance specified in the Standard Bid and Contract Terms and Conditions and the City of Norwich Code of Ordinances. All insurance shall be obtained from companies satisfactory to the City.

Insurance shall be in such forms as will protect the Contractor from all claims and liability for damages for bodily and personal injury, including accidental death, and for property damage, which may arise from operations under the Contract, whether such operations be by itself, its subcontractors, or by anyone directly or indirectly employed or engaged by it.

The following types of insurance shall be provided before starting and until final completion and acceptance of the Work and expiration of the guarantee period provided for in the Agreement.

- a. Workmen's Compensation and Employer's Liability Insurance.
- b. Bodily Injury Insurance for operations and completed operations and Contractor's Protective Bodily Injury Insurance.
- c. Property Damage Insurance for operations and completed operations and Contractor's Protective Property Damage Insurance, each including coverage for injury to or destruction of wires or pipes and similar property and appurtenant apparatus and the collapse of or structural injury to any building or structure except those on which work under the Contract is being done. Blasting and explosion coverage shall be obtained if there is a need for blasting under the Contract, and no blasting shall be performed until such insurance has been secured.
- d. Bodily Injury Insurance covering the operation of all motor vehicles owned by the Contractor.
- e. Personal Injury Insurance to cover claims for personal injury and including claims brought by employees.
- f. Property Damage Insurance covering the operation of all motor vehicles owned by the Contractor.
- g. Insurance to cover bodily injuries and property damage resulting from the use of motor vehicles not owned by the Contractor, while such vehicles are being operated in connection with the prosecution of the work.
- h. Contractual Liability Insurance covering the liability assumed by the Contractor under the fifth paragraph of that subsection titled "Obligations and Liability of Contractor" of this Agreement.
- i. Owner's Protective Liability and Property Damage Insurance to protect the City and any Engineer against claims for Property damage and for bodily injuries, including accidental death, caused by the operations of the Contractor

or its subcontractors on the Work. The policy shall indicate the City and any Engineer as the named insured. A copy of the policy shall be furnished to the City and a Certificate of Insurance shall be furnished to any Engineer.

All policies shall be so written that the City will be notified in writing of cancellation or restrictive amendment at least 30 days prior to the effective date of such cancellation or amendment.

Certificates from the Contractor's insurance carriers stating the coverages provided, the limits of liability, and expiration dates shall be filed in triplicate with the Engineer before operations are begun. Such certificates shall be on the form furnished by the Engineer.

Renewal certificates must be furnished by the Contractor prior to the expiration date of any of the initial insurances.

No insurance required or furnished hereunder shall in any way relieve the Contractor of or diminish any of its responsibilities, obligations and liabilities under the Contract.

All policies, except Professional Liability, shall contain a waiver of subrogation in favor of the City of Norwich, executed by the insurance company.

8. Contract: This Agreement, which includes all the Contract Document elements listed in paragraph 1 above, forms the Contract between the parties identified in the heading of this document. In the event that any provision of the Contract conflicts with any other provision of this Contract, the decision of the City will be final.

9. Funding and Fiscal Year Appropriations: Appropriations for expenditures by the City and authorization to spend for a particular purpose are ordinarily made on a fiscal year basis. The fiscal year of the City is the twelve (12) month period ending June 30 of each year. The obligations of the City under this Contract for the present or any subsequent fiscal year following the fiscal year in which this Contract is executed are subject to the appropriation of funds sufficient to discharge the City's obligation, which accrues in this or any subsequent fiscal year. In the absence of such appropriation or authorization, this Contract shall be terminated immediately upon the Contractor's receipt of notice to said effect without liability for damages, penalties or other charges arising from early termination. Expenditures for contracted services that will extend beyond a single fiscal year shall not exceed in any fiscal year the amount appropriated and authorized for said fiscal year. The Contractor's yearly costs, as contained herein, may not exceed the amount appropriated for said year.

10. Termination: The Contract may be terminated without cause by either party by giving written notice to the other at least thirty (30) calendar days prior to the effective date of termination stated in the notice. If Contractor fails to fulfill its obligations, the City may terminate this Contract by giving written notice to the Contractor at least seven (7) calendar days before the effective date of termination stated in the notice. The notice shall state the circumstances of the alleged breach and may state a period during which the alleged breach may be cured, which cure shall be subject to approval by the City.

11. Obligations in Event of Termination:

A. Upon termination, all finished or unfinished documents, data, studies, and reports prepared by the Contractor pursuant to this Contract, shall become the property of the City.

B. The City shall promptly pay the Contractor for all services performed to the effective date of termination, subject to indemnification provisions of Paragraph 5 hereof and subject to offset of sums due the Contractor against sums owed by the Contractor to the City.

12. Record keeping, Audit, and Inspection of Records: The Contractor shall maintain books, records and other compilations of data pertaining to the requirements of the Contract to the extent and in such detail as shall properly substantiate claims for payment under the Contract. All such records shall be kept for a period of six (6) years or for such longer period as is specified herein. All retention periods start on the first day after final payment under this Contract. If any litigation, claim, negotiation, audit or other action involving the records is commenced prior to the expiration of the applicable retention period, all records shall be retained until completion of the action and resolution of all issues resulting therefrom, or until the end of the applicable retention period, whichever is later. The Federal grantor agency, the State Auditor, the City, or any of their duly authorized representatives or designees shall have the right at reasonable times and upon reasonable notice, to examine and copy, at reasonable expense, the books, records, and other compilations of data of the

Contractor which pertain to the provisions and requirements of this Contract. Such access shall include on-site audits, review, and copying of records.

13. Publicity, Publication, Reproduction and Use of Contract Products or Materials: Unless provided otherwise by law or the City, title and possession of all data, reports, programs, software, equipment, furnishings, and any other documentation or product paid for with City funds shall vest with the City at the termination of the Contract. The Contractor shall at all times obtain the prior written approval of the City before it, any of its officers, agents, employees or subcontractors, either during or after termination of the Contract, makes any statement bearing on the work performed or data collected under this Contract to the press or issues any material for publication through any medium of communication. If the Contractor, or any of its subcontractors, publishes a work dealing with any aspect of performance under the Contract, or of the results and accomplishments attained in such performance, the City shall have a royalty-free non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use the publication. The Contractor shall use reasonable means to inform the public that the City provides financial support for its operations and services by explicitly stating on publicity material, stationery, posters and other written materials, and on its premises the following: "This program is supported in part (in full) by the City of Norwich."

14. Assignment by Contractor and Subcontracting: The Contractor shall not assign or in any way transfer any interest in this Contract without the prior written consent of the City, nor shall it subcontract any services without the prior written approval of the City.

15. Connecticut Law: It is agreed that this contract shall be governed by, construed, and enforced in accordance with the internal laws of the State of Connecticut.

16. Venue: In the event of litigation, the parties do agree to be contractually bound to submit themselves to the personal jurisdiction of the state courts of Connecticut. The venue for any court proceeding shall be in the Superior Court for the Judicial District for Norwich at Norwich, Connecticut.

17. Waiver of Jury Trial: CONTRACTOR HEREBY EXPRESSLY WAIVES ANY AND ALL RIGHTS IT MAY HAVE TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (1) ARISING UNDER THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith, OR (2) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith, OR THE TRANSACTIONS RELATED HERETO OR THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE; AND CONTRACTOR HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THE CITY MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF CONTRACTOR'S CONSENT TO THE WAIVER OF ITS RIGHT TO TRIAL BY JURY.

18. Nondiscrimination and affirmative action provisions, nondiscrimination provisions regarding sexual orientation, Executive Order Number Three and guidelines and rules, Executive Order Number Seventeen, Executive Order Number Sixteen and sexual harassment policy:

For the purposes of this article, the word "contractor" is substituted for and has the same meaning and effect as if it read "Contractor's name." Section A of this article is inserted in connection with subsection (a) of § 4a-60 of the General Statutes of Connecticut, as revised. Section E of this article is inserted in connection with subsection (a) of § 4a-60a of the General Statutes of Connecticut, as revised.

- A. (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, sexual orientation, 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, or in any manner prohibited by the laws of the United States or of the State of Connecticut. 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, sexual orientation, 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,

or in any manner prohibited by the laws of the United States or of the State of Connecticut; (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 Conn. Gen. Stat. §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to Conn. Gen. Stat. §§ 46a-56, 46a-68e, 46a-68f and 46a-86; (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 they relate to the provisions of this section and Conn. Gen. Stat. § 46a-56.

- B. Any contractor who is party to a municipal public works contract or quasi-public agency project, where any such contract is valued at less than \$50,000 for each year of the contract, shall provide the Commission on Human Rights and Opportunities with a written or electronic representation that complies with the nondiscrimination agreement and warranty under subsection (A)(1) above, provided if there is any change in such representation, the contractor shall provide the updated representation to the Commission not later than 30 days after such change. Any contractor who is party to a municipal public works contract or a quasi-public agency project where any such contract is valued at \$50,000 or more for any year of the contract, shall provide the Commission with any one of the following: (1) 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 subsection (A)(1) above; (2) 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 (a) 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 the executive director of the Commission on Human Rights and Opportunities or designee certifies that the prior resolution complies with the nondiscrimination agreement and warranty under subdivision (A)(1) above; or (3) 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 (A)(1) above and is in effect on the date the affidavit is signed.
- C. (1) If the contract is a municipal public works contract or a quasi-public agency project, the Contractor agrees and warrants that s/he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project. The contractor shall include the provisions of subdivision (A)(1) above in every subcontract or purchase order entered into to fulfill any obligation of a public works contract or contract for a quasi-public agency project, and such provisions shall be binding on a subcontractor, vendor or manufacturer, unless exempted by regulations or orders of the Commission on Human Rights and Opportunities. 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 Conn. Gen. Stat. §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 regarding a state contract, 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; (2) 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; (3) The contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts; (4) The contractor agrees to comply with the regulations referred to in this section as they exist on the date of this contract and as they may be adopted or amended from time to time during the term of this contract and any amendments thereto.
- D. "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 Conn. Gen. Stat. §32-9n; and "good faith" means the 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. 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; affirmative advertising recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission on Human Rights and Opportunities may prescribe that are designed to ensure the participation of minority business enterprises in municipal public works contracts or quasi-public agency projects. "Municipal public works project" means that portion of an agreement entered into on or after October 1, 2015, between any individual, form of corporation and a municipality for the construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, which is financed in whole or in part by the state, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees but excluding any project of an alliance district, as defined in Conn. Gen. Stat. §10-262u, financed by state funding in an amount equal to fifty thousand dollars or less. "Quasi-public agency project" means the construction, rehabilitation, conversion, extension, demolition or repair of a building or other changes or improvements in real property pursuant to a contract entered into on or after October 1, 2015, which is financed in whole or in part by a quasi-public agency using state funds, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

- E. This contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971, and, as such, this contract may be cancelled, terminated, or suspended by the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Three, or any State or federal law concerning nondiscrimination, notwithstanding that the State Labor Commissioner is not a party to this contract. The parties to this contract, as part of the consideration hereof, agree that said Executive Order No. Three is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to contract performance in regard to nondiscrimination, until the contract is completed or terminated prior to completion.

The contractor agrees, as part consideration hereof, that this contract is subject to the Guidelines and Rules issued by the State Labor Commissioner to implement Executive Order No. Three, and that it will not discriminate in its employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the State Labor Commissioner.

- F. This contract is subject to the provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, and, as such, this contract may be cancelled, terminated, or suspended by the contracting agency or the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Seventeen, notwithstanding that the State Labor Commissioner may not be a party to this contract. The parties to this contract, as part of the consideration hereof, agree that Executive Order No. Seventeen is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the contracting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to contract performance in regard to listing all employment openings with the Connecticut State Employment Service.
- G. This contract is subject to the provisions of Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, and, as such, the contract may be canceled, terminated, or suspended by the State for violation of or noncompliance with said Executive Order No. Sixteen. The parties to this contract, as part of the consideration hereof, agree that Executive Order No. Sixteen is incorporated herein by reference and made a part hereof. The parties agree to comply with such executive order. In addition, the contractor agrees to include a copy of Executive Order No. Sixteen, and the requirement to comply with said executive order, in all contracts with its contractors, subcontractors, consultants, sub-consultants, and vendors.
- H. This contract is subject to the provisions of the City of Norwich Sexual Harassment Policy ("Policy") and, as such, the contract may be canceled, terminated, or suspended by the City in the event that the contractor, its employees, contractors, subcontractors, consultants, sub-consultants, or vendors engages in behavior prohibited by the provisions of the Policy (a copy of the Policy is attached hereto). The contractor agrees to include a copy of the Policy, and the requirement to prevent behavior as defined in such Policy, in all contracts with its contractors, subcontractors, consultants, sub-consultants, and vendors.

19. Force Majeure: Neither party shall be liable to the other or be deemed to be in breach of this Contract for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include, but are not limited to, acts of God or of a public enemy, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or unusually severe weather. Dates or times of performance shall be extended to the extent of delays excused by this section, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.

20. Compliance with Laws and Indemnification of the City of Norwich: The Contractor shall comply with all applicable laws, rules, regulations, ordinances, orders or requirements of the State of Connecticut and any governmental authority relating to the delivery of the services specified in this Contract. The City may require the Contractor to pay fines, penalties, and damages that may arise out of or may be imposed because of, the Contractor's breach or failure to comply with the provisions of this Contract. Unless otherwise provided by law the Contractor shall indemnify and hold harmless the City, its agents, officers and employees against any and all liability, loss, damages, penalties, costs or expenses for personal injury or damage to real or tangible personal property which the City may sustain, incur or be required to pay resulting from, arising out of, or in connection with the services performed or delivered under this Contract by reason of acts, inactions, omissions, negligence, reckless or intentional misconduct of the Contractor, its agent(s), officers, employees or subcontractors; provided that the Contractor is notified of any claim within a reasonable time after the City becomes aware of it, and the Contractor is afforded an opportunity to participate in the defense of such claim. In such event, no negotiated settlement agreement shall be binding on the Contractor without the Contractor's concurrence.

21. Waivers And Severability: All conditions, covenants, duties and obligations contained in this Contract can be waived only by written agreement. Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to that party. A waiver or breach of any term, condition, or covenant by a party shall not constitute a waiver or breach of any other term, condition or covenant. If any court of competent jurisdiction declares a provision of this Agreement invalid, illegal, or otherwise unenforceable, the remaining provisions of the Agreement shall remain in full force and effect.

22. Amendments: No amendment to this Contract shall be effective unless it is signed by authorized representatives of both parties and complies with all other regulations and requirements of law.

23. Entire Agreement: The parties understand and agree that this Contract and attachments (if any), which includes all Contract Documents, supersede all other verbal and written agreements and negotiations by the parties relating to the services under this Contract.

24. Notice: Unless otherwise specified in an attachment hereto, any notice hereunder shall be in writing addressed to the persons and addresses indicated in the caption of this Contract on page 1.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed in two (2) original copies on the day and year first above written.

OWNER:

CONTRACTOR:

Its Duly Authorized Agent

Its Duly Authorized Agent

Approved as to form and legality:

Michael E. Driscoll, Corporation Counsel

Date Signed _____

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That _____, as Principal
(hereinafter called Principal) and _____
as Surety, (hereinafter called Surety) are held and firmly bound unto _____
_____ as Obligee (hereinafter called Owner), for the use and
benefit of claimants as hereinbelow defined;
in the amount of _____ Dollars (\$
_____) for the payment whereof the Principal and Surety bind themselves, their heirs, executors,
administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated _____ entered into a Contract with the
owner for _____

_____ which Contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, the condition of this obligation is such that, 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,
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 in full force and effect.

PROVIDED, that any alterations which may be made in the terms of the Contract or in the work to be done under it, or the
giving by the Owner or any other forbearance on the part of either the Owner or the Principal to the other shall not in any
way release the Principal and the Surety or either or any of them, their heirs, executors, administrators, successors or
assigns from their liability hereunder, notice to the Surety for any such alterations, extension or forbearance being hereby
waived.

Any party, whether a subcontractor or otherwise, who furnished materials or supplies or performs labor or services in the
prosecution of the work under said Contract, and who is not paid therefore, may bring a suit on this Bond in the name of
the person suing, prosecute the same to a final judgment and have the execution thereon for such sum as may be justly
due.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals this _____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and these presents signed by its undersigned representative, pursuant to authority of its governing body.

(Corporate Principal)

Attest:

(Business Address)

_____ By

Affix
Corporate
Seal

(Corporate Surety)

Attest:

(Business Address)

_____ By

Affix
Corporate
Seal

Countersigned
by _____

Attorney-in-Fact, State of _____, Power-of- Attorney for person signing for
Surety Company must be attached to Bond.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That _____ as Principal, hereinafter called Contractor, and _____ as Surety, hereinafter called Surety, are held and firmly bound unto _____ as Obligee, hereinafter called Owner, in the amount of _____ Dollars (\$ _____), for payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contract has by written agreement dated _____ entered into a Contract with Owner for _____

which Contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, the condition of this obligation is such that, if Contractor shall promptly and faithfully perform said Contract, including such remedial work as may be required under the guaranty during the period of guaranty and shall certify in writing that all wages paid under said Contract to any mechanic, laborer or workman were equal to the rates or wages customary or then prevailing for the same trade or occupation in Connecticut, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default or shall promptly:

- (1) Complete the Contract in accordance with its terms and conditions, by another Contractor acceptable to the Owner, said other Contractor to act as an agent for the Surety, or
- (2) Obtain a Bid or Bids for submission to the Owner for completing the Contract in accordance with its terms and conditions, and upon determination by the Owner and Surety of the lowest responsible Bidder, arrange for a Contract as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price, but not exceeding, including, other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The terms "balance of the contract price", as used in this paragraph, shall mean the total amount payable by the Owner to the Contractor under the Contract and any amendments thereto, less the amount properly paid by the Owner to the Contractor.

Unless otherwise required by law, any suit under this Bond must be instituted before the expiration of one (1) year from the date on which the guaranty period under the Contract expires.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators and successors of the Owner.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals this _____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and these presents signed by its undersigned representative, pursuant to authority of its governing body.

No extension of time or other modification of this Bid Bond shall be valid unless agreed in writing by the parties to this Bond.

(Corporate Principal)

Attest:

(Business Address)

By

Affix
Corporate
Seal

(Corporate Surety)

Attest:

(Business Address)

By

Affix
Corporate
Seal

Countersigned
by _____

Attorney-in-Fact, State of _____, Power-of- Attorney for person signing for Surety Company must be attached to Bond.

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____ certify that I am the _____ of the Corporation named as Principal in the within bond; that _____ who signed the said bond on behalf of the Principal was then the _____ of said corporation; that I know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed, and attested to for and in behalf of said corporation by authority of this governing body.

Affix
Corporate
Seal

Title _____

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CITY OF NORWICH
DEPARTMENT OF PUBLIC WORKS
GENERAL CONDITIONS

1. DEFINITIONS

1. Owner - The Owner of the project is the City of Norwich acting by the Director of Public Works.
2. Contractor - The term "contractor" as hereinafter used shall refer to the General Contractor for this work or his authorized representative.
3. Owner's Representative - The term "Owner's Representative" as hereinafter used shall refer to any representative of the Department of Public Works who is appointed by the Department to supervise the work and shall extend to and include any engineer or inspector whom he shall designate to inspect, test, or oversee the work herein specified.
4. Department - Whenever this term is used in these General Conditions, "Department" shall mean City of Norwich, Department of Public Works.
5. City - Wherever the term "City" is used in these General Conditions, it shall mean the City of Norwich, the City of Norwich Department of Public Works.
6. Contract - Wherever the term "Contract" is used in these General Conditions, it shall mean the actual bid form, specifications, drawings, General Conditions and formal purchase order issued to the successful bidder.

2. BID FORM

Attached to these specifications is a bid form which shall be used by the contractor submitting bids on this work.

Bids for this work shall be received at the Office of Purchasing Agent, City of Norwich, City Hall Building, at the time of the date designated on the bid forms, and will be publicly opened and read at the time and place, for this work. One copy of bid is for bidders.

Discrepancies between the indicated product of item unit and unit price and the correct product will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.

3. BID SECURITY

Each contractor submitting a bid shall accompany it with bid Surety in the form of cash, certified check or bid bond equal to 5% of the bid. Should the contractor refuse to go through with the work after having been awarded it by the Owner within the scheduled time, he shall then forfeit the Bid Surety to the Owner who shall use the surety to offset costs to the next lowest bidder or if the contractor fails to provide satisfactory performance and payment bonds as required. The bonding company must be licensed to do business in the State of Connecticut.

4. WAGE RATES AND LABOR LAWS

The wages paid on an hourly basis to any mechanic, laborer or workman employed upon the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such employee to any employee welfare fund, as defined in subsection (h) of section 1. of Public Act No. 93-392 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 of Norwich. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such employees to any such employee welfare fund shall pay to each employee as part of his wages the amount of payment or contribution for his classification on each pay day.

Please be advised that effective October 1, 1993, Public Act 93-392 requires that all employers on a public works project shall submit weekly to the contracting agency a certified payroll and compliance statement. The certified payroll shall be considered a public record, and every person shall have the right to inspect and copy such records in accordance with the provisions of section 1-15, Connecticut General Statutes.

Upon award of the contract, the contractor shall certify under oath, to the labor commissioner the pay scale to be used by such contractor and any of his subcontractors for work to be performed under the contract.

The provisions of Public Act No. 93-392 shall not apply where the total cost of all work to be performed by all contractors and subcontractors in connection with new construction of any public works project is less than one million dollars (\$1,000,000) or where the total cost of all work to be performed by all contractors and subcontractors in connection with any remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public works project is less than one hundred thousand dollars (\$100,000).

All bidders are advised to inform themselves and to comply with the requirements of Federal, State and local laws governing the employment of labor.

5. CONTRACTOR'S BONDS AND INSURANCE

Each bidder must be able to enter into contract, covering the work, within 10 days from the acceptance of his proposal.

The successful bidder must, within ten (10) days from the date of acceptance of his proposal, furnish and file with the City of Norwich, a corporate surety bond or equivalent security, guaranteeing completion of the job in accordance with the proposal and a labor and material payment bond guaranteeing payment of all labor and materials furnished to himself or to his subcontractors for use in the prosecution of the work. This bond or equivalent shall be for 100% of the amount of the contract. The cost of the bonds is to be figured as part of the cost of the job. The Surety company must be one licensed to do business in the State of Connecticut and must be satisfactory to the Owner.

The successful bidder must, within ten (10) days from the date of acceptance of his proposal, file with the City of Norwich, Workmen's Compensation, Comprehensive General Liability, Comprehensive Auto Liability, Certificates of Insurance satisfactory to the City of Norwich, in compliance with the law, and in the following form and amount:

COMPREHENSIVE GENERAL LIABILITY

Premises - Operations - Products/Completed Operations	
General Aggregate	\$2,000,000.00
Occurrence	\$2,000,000.00

COMPREHENSIVE AUTOMOBILE LIABILITY

Combined Single Limit \$1,000,000.00

WORKMEN'S COMPENSATION Statutory

EMPLOYERS LIABILITY: \$100,000

Fire and Special Extended Coverage in Builder's Risk policy in the amount of 100% of insurable completed value.

Any additional insurance coverage that may be required for permits issued by other authorities having jurisdiction over the work site shall be provided by the successful bidder.

If subcontractors are employed, same limits as named above shall apply and the certificate of insurance must be filed with the City.

No contract shall be binding upon the City of Norwich until such bond shall have been given and until Comprehensive General Liability, Comprehensive General Auto Liability and Workmen's Compensation policy certificates indicated above have been filed with the City and approved as to form and sufficiency by the Owner. The insurance policy certificate provided by the successful bidder and all subcontractors shall carry a statement by the insurance company that the City of Norwich will receive at least ten (10) days notice prior to cancellation of any portion of the policies or any modifications in the insurance coverage that may affect the City's interest. The cost of all insurance coverage shall be included in the price of the contract cost.

The insurance company must be licensed to do business in the State of Connecticut and must be satisfactory to the City of Norwich. THE CITY OF NORWICH MUST BE NAMED AS ADDITIONAL INSURED.

6. NONRESIDENT CONTRACTOR BOND

Connecticut General Statute Section 12-430(7) requires that when a nonresident contractor enters into a contract they must post a 5% cash or guarantee bond for the total contract amount with the Commissioner of Revenue Services.

7. INDEMNITY OF CITY BY CONTRACTOR

The Contractor shall indemnify and save harmless the City against any and all damages to property or injuries to or death of any person or persons, including property and employees or agents of the City, and shall defend, indemnify and save harmless the City from any and all claims, demands, suits, actions or proceedings of any kind of nature including workmen's compensation claims, of or by anyone whomsoever, in any way resulting from or arising out of the operations in connection herewith, including operations of subcontractors and acts or omissions of employees or agents of contractors or his subcontractors. Insurance coverage specified herein and in any special conditions constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability of contractor under the terms of the contract. The contractor shall procure and maintain, at his own cost and expense, any additional kinds and amounts of insurance which in his own judgment, may be necessary for his proper protection in the prosecution of the work. The Contractor agrees to well and truly save and indemnify and keep harmless the City against all liability, judgments, costs and expenses which may in any wise come against the City or which may in any wise result from carelessness, omission or neglect of the Contractor or his agents, employees or workmen in any way arising or resulting from the operation in connection

herewith, including all liability to the City resulting from the failure to maintain sufficient railing or fence as required by Section 13a-111, Conn. General Statutes, and against all liability from defects claimed to be in violation of Section 13a-149, Conn. General Statutes. Any additional cost of this save harmless insurance coverage shall be included in the price of the contract.

8. PERMITS, LICENSES AND LAWS

The contractor shall obtain all necessary permits or licenses from the proper authorities and shall give all notices required by law or ordinance, and shall pay all fees and charges incident to the due and lawful prosecution of the work and shall comply with all laws, ordinances and regulations relating thereto.

9. RIGHT TO REJECT BIDS

The City of Norwich reserves the right to reject any and all bids to waive any technicalities and to make such awards, including awards not to the lowest bidder, as it deems in its opinion to be the best interest of the City of Norwich, awards made by the City of Norwich shall be final and conclusive and without recourse or appeal by any remaining bidders.

10. BIDDERS TO EXAMINE SPECIFICATIONS AND VISIT SITE OF WORK

Bidders must carefully examine the specifications, and in addition must use whatever means may be necessary to completely satisfy themselves not only of the quantity of equipment and labor and the extent and requirements of the work, but also of the actual conditions under which the work specified is to be performed. It is therefore pre-requisite that all bidders shall visit the site of the work to determine actual conditions for themselves. No future plea of ignorance of existing conditions shall be considered as a basis for additional compensation.

If bidders fail to fully understand any clause or requirement of the specifications, inquiry must be made of the Owner's Representative for his interpretation of the specifications in advance of the submission of a bid. Failure on the part of the bidder to acquaint themselves thoroughly with the work to be performed and the conditions under which it will be performed will not be considered as a valid excuse for claims of any kind after the award of the contract. The signature of the bidder upon the bid shall be considered proof of his acceptance of full responsibility in this respect.

11. REPRESENTATION OF CONTRACTOR

The contractor represents and warrants that he is financially solvent and that he is experienced and competent to perform the type of work outlined on the specifications and drawings and that he has carefully examined the drawings and specifications along with addendum (or addenda), if any, and the site of the work, and that from his own investigations, he has satisfied himself as to the nature and location of the work, the character, quality and quantity of the surface and subsurface materials likely to be encountered, the character of equipment and other facilities needed for the performance of the work, the general and local conditions and all other materials which may in any way affect the work or its performance and that he is aware of the hazards involved in the work and the danger to life and property both evident and inherent and that he will conduct the work in a careful and safe manner without injury to persons or property. He further warrants that any injury to persons or property resulting from the work shall be the sole responsibility of the contractor.

12. COMPETENT HELP TO BE EMPLOYED

The contractor shall employ an experienced superintendent and foremen, craftsmen and other workmen competent in the work in which they are to be engaged. All work shall be accomplished by able, skilled and competent personnel. If any person employed on the work by the Contractor shall appear to be incompetent or unreliable in any way, or guilty of being noisy, profane, or otherwise disruptive to the surrounding working environment, he shall be discharged immediately upon the request of the Owner and shall not again be employed on the work.

13. PROHIBITING EMPLOYEE DISCRIMINATION BY CONTRACTOR

The contractor agrees and warrants that in the performance of this contract he will not discriminate or permit discrimination against any person applicant for employment or group of persons on the grounds of race, color, religion, national origin, sex, or physical disability, including but not limited to, blindness, unless it is shown by the 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 further agrees to provide the commission on human rights and opportunities with such information requested by the commission concerning the employment practices and procedures of the contractor as related to the provisions of this section.

14. SCOPE OF WORK

The contractor, as promptly and as economically as practicable, shall perform all necessary engineering services, shall procure, order and furnish all of the required materials (unless furnished by the Owner), labor, equipment, tools, plant, etc. and perform all of the services necessary for the construction, installation and completion of, and shall construct, install and complete all work called for and described in the specifications, drawings and other descriptive data that may be referred to herein. The Department will provide bench marks and control stakes in order to complete the work. The contractor shall protect and maintain these points for the duration of the construction. It is the obligation of the contractor to utilize these bench marks and stakes to determine lines and grades, and to provide his own grade stakes.

15. MATERIALS

Unless otherwise specified the Contractor warrants that all materials shall be new and shall be of good quality. The Contractor shall, if required by the Owner, furnish samples or other satisfactory evidence as to the kind and quality of materials as directed by the Owner, and all materials thereafter furnished by the Contractor shall be in strict accordance with such approved samples.

16. SUB-CONTRACTS

The Contractor agrees to obtain the agreement of every subcontractor to be bound to terms and conditions materially and substantially comparable to those contained herein unless otherwise authorized and approved by the Owner.

17. ASSIGNMENT

No assignment or transfer of the contract, or of any money or moneys due or to become due thereunder, or any part of such contract or of such money, will be permitted, until and unless the same shall be approved by the Owner, nor shall the contractor subcontract any substantial portion of this contract without Owner's written consent.

18. SEPARATE CONTRACTS

The Owner shall have the right to let other contracts in connection with this work or other work and the Contractor shall afford other Contractors reasonable opportunity for the execution of their work and shall properly connect and coordinate its work with theirs. The Contractor shall be liable for any damage that it, its agents or employees may cause to any other contractor and shall save Owner harmless therefrom. The Owner also reserves the right to perform work related to the contract with his own employees.

19. PARTIAL INVALIDITY

The Owner and Contractor agree that they will perform their obligations hereunder in accordance with all applicable laws, rules, regulations and ordinances now and hereafter in effect. If any term or provision of these conditions shall be found to be illegal or unenforceable then, notwithstanding, these conditions shall remain in full force and effect and such term or provision shall be deemed stricken.

20. LIGHTS, BARRIERS, FENCES, WATCHMEN AND INDEMNITY

The Contractor shall put up and maintain such barriers, fences, lighting and warning lights, danger warning signals and signs as will absolutely prevent accidents during the construction work and protect the work and insure the safety of personnel and public at all times and places; and the contractor shall defend, indemnify and save harmless the City and its agents in every respect from any injury or damage whatsoever caused by any act, omission or neglect of the contractor or his sub-contractor, or their servants or agents including any claims arising out of failure to erect and maintain sufficient railing or fence as required by Section 13a-111, Connecticut General Statutes. The fact that the City may retain the control of the premises, or that it or its agents may take action to erect or maintain railings or fences shall not relieve the contractor's obligation hereunder.

Contractor shall furnish, maintain and use, and cause all his sub-contractors to furnish, maintain and use all necessary safety devices and safe practices in prosecution of the work and to adopt, follow and maintain such additional safety measures as in the opinion of the Owner's Representative are conducive to safe operation by the contractor and the sub-contractor. The Owner's Representative shall have the right to order any and all work suspended where, in the Owner's Representative's opinion such work is not being carried on in a safe and proper manner, or where persons and property are not being properly protected or safeguarded and such work shall not be resumed until the Owner's Representative's requirements have been met and the Owner's Representative has directed that work shall resume. The work required by the preceding paragraph shall be totally at the contractor's expense.

In addition to above, when and as necessary, or when required by the Owner, the contractor shall post signs and employ watchmen or flagmen for directing of traffic at the site and for excluding at all times unauthorized persons from the work, for which the contractor will not be paid additional compensation.

21. FIRE PRECAUTION

The Contractor shall take adequate precaution against fire; keep flammable material at an absolute minimum; and insure that such material is properly handled and stored. The contractor shall not permit fires to be built or open salamanders to be used in any part of the work without

the express approval of the Owner.

22. "OR APPROVED EQUAL" CLAUSE

Whenever a particular brand, make of material, device or equipment is shown as required on bid form by using the name of the proprietary product of a particular manufacturer or vendor, it is to be regarded merely as standard. Any brand, make of material, device or equipment which will perform adequately, may be considered equal and satisfactory providing the bidder offering "or equal" brand, make of material, device or equipment will be responsible for furnishing complete data to the Owner so that he may ascertain if the material is of equal substance and function in his (the Owners) opinion. It shall not be purchased or installed without his written permission.

23. TERMINATION FOR CONVENIENCE

The City hereby reserves the right to terminate the performance of this contract for any reason the City deems appropriate, upon five (5) days written notice to the contractor. The City will pay all actual costs to date of termination, however the contractor shall not be entitled to any profit on unfinished or unearned work.

24. TITLE TO WORK

The title to all work completed or in the course of construction, and all materials on account of which any payment has been made by the Owner to the Contractor, shall be in the Owner.

25. TIME OF COMPLETION

The contractor shall commence work immediately upon receiving notification from the Owner's Representative to do so unless otherwise stated in the bid form and shall follow-up the work diligently without interruption until completed in accordance with the specifications, on or before the date set forth in the specifications.

26. INSPECTION

The Owner or persons designated by the Owner shall have access to and the right to inspect all work in the course of construction.

27. SPIRITUOUS LIQUORS

The contractor shall neither permit nor suffer the introduction or use of spirituous liquors upon the work embraced in this contract. Dope or drugs of any kind unless ordered by a physician are prohibited. Any employee found using spirituous liquors, dope or drugs of any kind unless ordered by a physician shall be immediately discharged.

28. WORK CHANGES

The Owner may make changes by altering, adding to or deleting from the work, without invalidating the contract, but all such changes must be mutually agreed upon in writing, after a breakdown of estimated costs and changes in the contract sum attributable thereto and a statement of any necessary changes in time of completion, between the Owner and the contractor before proceeding with the execution of the work. All such changes in the work shall be authorized on a change order. Charges or credits for work covered by the approved change shall be either (a) an agreed lump sum or (b) actual cost.

29. CLAIMS FOR EXTRA WORK

After the contract has been signed, no claims for extra work will be honored, unless authorized in writing by Owner.

30. DEFAULTS

If the contractor shall fail in this prosecution of the work under this contract, to perform any provisions of this contract, the Owner after a five (5) days written notice to the contractor to remedy said failure, and upon the refusal or neglect of the contractor to remedy such failure, the Owner, without prejudice to any other remedy the Owner may have, shall be entitled to remedy such deficiency and any cost thereby incurred by the Owner shall be paid for the account of the Contractor and deducted from the contract sum then or thereafter due the contractor. Any expense or cost arising out of the contractor's negligence, or that of its agents or employees for replacing defective work, and for the disposal of material wrongly supplied, may be paid by the Owner for the account of the Contractors and deducted from the contract sum then or thereafter due the contractor.

31. TAXES

Purchases made by the City of Norwich, Connecticut, are considered exempt from the payment of Federal excise taxes, Connecticut Sales Taxes, etc. and such taxes shall be identified separately or excluded from the bid prices.

32. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

The contractor shall also insure that all his operations and those of his sub-contractor abide by the provisions of the William Steiger Occupational Safety and Health Act of 1970, Public Law 91-956 and all subsequent amendments. In the event of any inconsistencies between the above laws and regulations and the provisions of these conditions, the laws and regulations shall prevail. If the Owner or Representative assigned to the work find the contractor or his sub-contractor are not abiding with this act, the Owner shall immediately stop all work until the contractor or sub-contractor adhere to the provisions of the act at no additional cost to the Owner.

33. COMPLIANCE WITH NON-DISCRIMINATION

Through the policies and programs set forth in this plan, the City of Norwich undertakes to comply fully with all applicable Federal, State and Local laws relating to equal employment opportunity, affirmative action, and non-discrimination, and of the contractor's obligations thereunder. The City will not enter into any contract in the knowledge or belief that the contractor will discriminate on prohibited grounds in employment.

In addition, the City of Norwich is specifically obligated to comply with the following laws and regulations where applicable.

Section 109, Housing & Community Development Act
Titles VI and VII, Civil Rights Act of 1964
Title VIII, Civil Rights Act of 1968
Executive Order 11063
Section 3, Housing & Urban Development Act of 1968
Davis Bacon Act (40 U.S.C. 276A - 276A-7)

34. WORK IN INCLEMENT WEATHER

The Owner or the Owner's Representative will determine when conditions are unfavorable for work and may order the work or any portion of it suspended whenever, in his opinion the conditions are not such as will insure first class work. In general, work shall be prosecuted throughout the year and the Contractor will be expected to keep work going and employment of labor as continuous as possible. However, the Contractor shall, and shall cause his sub-contractors to protect carefully his and their work against damage of injury from the weather. If this is not done to the Owner's satisfaction and any damage to the work occurs, the work shall be removed and replaced at the expense of the contractor.

35. PROTECTION OF TREES

The Contractor shall take special care to preserve and protect from injury all trees located along the line of construction and no such trees shall be cut down, trimmed or otherwise cut without permission of the Owner.

36. ARCHEOLOGICAL FINDS

The Contractor for the life of this contract, is herewith required to immediately notify the Engineer in the event that any articles such as "charcoal", "bone", "shell", "cultural objects", "fire cracked stones", or "stone flaking material" or any other such related items of historical significance are discovered.

37. BLASTING

The approval of the Owner shall first be obtained before blasting is permitted. Before any explosive, such as dynamite or detonator caps, are stored or used, the contractor shall contact the Fire Department of the City of Norwich for instructions relative to the regulations for possession and use of explosives in the City of Norwich, Connecticut. The Contractor shall obtain all required permits and licenses for possession and use of explosives to be used on the sites of construction.

The Contractor shall also be responsible for the explosive materials at all times; for keeping of records regarding the explosives open at all times to inspection by the Police and Fire Departments of the City of Norwich, Connecticut; for the storage of explosive materials in a secure manner away from all tools, overnight or for any length of time at the site of construction; for the keeping of only such quantity of explosive material as may be needed for the work underway; for the immediate reporting to the Police and Fire Departments of the City of Norwich, Connecticut, of all unaccounted for explosive materials; for completely, adequately and carefully covering all blasts with suitable blasting mats in such a manner to prevent damage to landscape features, structures, facilities, privately owned and all other properties and surrounding objects and in a manner that will prevent injury to persons.

Unless specifically permitted, no blasting shall be done between the hours of sunset and sunrise on any day and no blasting will be allowed on Sundays or legal holidays.

Receptacles especially constructed for use in the storage of explosives shall be provided for the storage of explosives and they shall be proof against bullets, fire or other conditions which might cause explosions of the contents. When the need for explosives is ended, all such materials remaining on the job shall be promptly removed from the premises.

The Contractor shall be responsible for conducting any visual surveys and documentary photography in the immediate vicinity of the proposed blast site prior to any blasting. The cost of conducting such surveys and photography shall be included in the unit prices for rock removal.

When blasting is not approved by the Owner, alternate means of rock removal shall be used, such as mechanical splitting or hydraulically splitting. If specified in the contract, the Contractor must perform tests on well water and structures prior to any blasting.

38. POWER AND WATER

Should the Contractor require electric power and/or water, he shall make necessary arrangements with the Norwich Public Utilities Department for securing it and bear any expense involved, unless expressly provided for otherwise in the specifications.

39. TOILET ACCOMMODATIONS

The Contractor shall provide necessary sanitary toilet accommodations maintained in a sanitary condition for the workmen; chemical toilets will be permitted.

40. CLEAN-UP

The Contractor shall regularly and at the completion of the job, clean up all excess backfill materials and debris of every nature in order that the sites worked upon shall be left in a presentable condition as existed at the start of the job. It shall be the responsibility of the contractor to sweep and wash all surfaces and where mortar or grout has been deposited before these materials have an opportunity to bond. In case of dispute, the Owner may remove the rubbish and charge the cost of such removal to the Contractor.

41. GENERAL GUARANTEE

The Contractor shall guarantee his work for a period of one (1) year after the date of the Owner's Representative's final inspection and acceptance as evidenced by final payment. He shall during that period repair promptly, at his own cost and expense all breaks, failures or defects which develop in his work as a result of a faulty material or workmanship and indemnify and hold harmless the Owner from and against all loss or damage arising out of or in connection with any such defects.

42. LIENS

The final payment for the work will not be made until the Owner is satisfied that no liens have, or can be placed for material or labor on this work. If required by the Owner, the contractor shall deliver to the Owner a complete release of all liens arising out of this contract, or receipts in full covering all material and labor for which a lien could be filed against the Owner.

43. PAYMENTS

Payment for the work will be made when the work outlined in the specifications is completed or in accordance with the terms stated herein. Invoices shall be prepared in prescribed form by the

contractor and shall be submitted to the Owner's Representative for checking and certification. The City shall retain 5% of invoices until substantial completion of the project is reached. Retainage shall be reduced to 2% upon discretion of the City at that time.

44. PAYMENT TO SUB-CONTRACTOR

The Owner assumes no obligation to pay or to see to the payment of any sum to the sub-contractor. The owner can require a release of all liens for labor. (See Article 41)

45. FINAL INSPECTION AND ACCEPTANCE

Upon receipt of written notice from the contractor that his work is completed the Owner's Representative will make a final inspection and will notify the contractor of all instances in which the work fails to comply with the specifications as well as any defects which he may discover. The contractor shall thereupon immediately rebuild, alter and restore the work so that it will comply with the specifications and he shall remedy any defects at this own cost and expense and to the satisfaction of the Owner's Representative. Upon the completion of such alterations or repairs, the Owner's Representative will issue his certificate of final acceptance of work. The issuance of such certificate of final acceptance by the Owner's Representative shall not prevent the City from recovering damages at any subsequent time for work found to be actually defective during the one year guarantee period that commences after final payment has been made.

46. FINAL PAYMENT

The acceptance by the contractor of payment for the final invoice made after the Owner's Representative's certification of final acceptance as provided for in these General Conditions, shall release the City of Norwich and every agent of the City from all further claims or liabilities to the contractor of whatever nature except for the remaining sum or sums of money withheld under the provisions of the contract.

47. CORRECTIONS

Erasures or other changes in the bid must be explained or noted over the signature of the bidder.

48. INTERPRETATION OF DRAWINGS AND SPECIFICATIONS

The contractor shall keep at the site of the work at least one copy of the drawings and specifications, and shall at all times give the Owner and his representatives access thereto. Anything shown on the Drawings and not mentioned in the Specifications, or mentioned in the Specifications and not shown on the Drawings, shall have the same effect as if shown or mentioned on both.

49. LOADING

No part of the materials involved in this contract shall be loaded during construction with a load greater than that it can carry with safety. Should any accidents or damages occur through any violation of this requirement, the contractor will be held responsible under his contract and bond.

50. POLLUTION OF WATERS

Special care shall be taken to prevent contamination or muddying up or interfering in any way with the stream flows along the line of work. No Waste matter of any kind will be allowed to discharge into the stream flows or impounded waters of any ponds or other bodies of water.

51. USE OF "HE", "HIS" OR "HIM"

Whenever in these General Conditions the masculine words, "he", "his" or "him" are used pertaining to the contractor or buyer, it shall be for brevity and in no way is any sexual discrimination intended.

52. REFERENCE

Any reference to sections or articles shall be construed as pertaining to Connecticut State Highway Standard Specifications Form 814A.

53. SURPLUS MATERIAL

The surplus material, if requested by the Engineer, shall be placed in designated areas, provided the haul does not exceed 1.5 miles. Should no area be designated, the Contractor shall dispose of the material beyond the limits of this project and in both instances this work will be done at no cost to the city.



City of Norwich Connecticut

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Standard Bid and Contract Terms and Conditions

All Invitations for Bids issued by the City of Norwich ("City") will bind Bidders to the terms and conditions listed below, unless specified otherwise in any individual Invitation for Bids.

The contractor agrees to comply with the statutes and regulations as they exist on the date of this contract and as they may be adopted or amended from time to time during the term of this contract and any amendments thereto.

Submission of Bids

1. Bids must be submitted on forms supplied by the City Purchasing Department. Telephone or facsimile Bids will not be accepted in response to an Invitation for Bids.
2. Bidders shall bear any and all costs associated with response to this invitation to Bid, including the costs for any presentation and/or demonstrations (if applicable).
3. The time and date Bids are to be opened is given in each Bid issued. Bids received after the specified time and date of Bid opening given in each Bid shall not be considered. **Bid envelopes must clearly indicate the Bid number** as well as the date and time of the opening of the Bid. The name and address of the Bidders shall appear in the upper left hand corner of the envelope.
4. If it becomes necessary to revise any part of this request or if additional data is necessary to enable interpretation of provisions of this document, revisions or addenda will be provided to all prospective firms who receive this document; such revisions or addenda will additionally be posted on the following websites:
<http://www.norwichct.org/bids.aspx>
http://das.ct.gov/SCP_Search/Default.aspx
5. This document includes an acknowledgement page; this page must be faxed back to the Purchasing Department, to ensure proper notification of changes to the published documents. The City of Norwich does not assume responsibility for any vendor that does not receive revisions or addenda, where the vendor has not acknowledged receipt of any portion thereof.
6. Incomplete Bid forms may result in the rejection of The Bid. Amendments to Bids received by the City after the time specified for opening of Bids, shall not be considered. Bids shall be computer prepared, typewritten or handwritten in ink. All Bids shall be signed by a person duly authorized to sign Bids on behalf of the Bidders. Unsigned Bids shall be rejected. Errors, alterations or corrections on both the original and copy of the Bid schedule to be returned must be initialed by the person signing the Bid or their authorized designee. In the event an authorized designee initials the correction, there must be written authorization from the person signing the Bid to the person initialing the erasure, alterations, or correction. Failure to do so shall result in rejection of Bid for those items erased, altered or corrected and not initialed.
7. The City of Norwich reserves the right to accept or reject any and all Bid responses, in whole or in part, to waive technical defects, irregularities and omissions if, in its judgment, the best interests of the City will be served. Determination of the best interests of the City shall include consideration of pending civil litigation between the City and any firm submitting a Bid to the City or its subcontractor or supplier. The City also reserves the right to make multiple awards.
8. Conditional Bids are subject to rejection in whole or In part. A conditional Bid is defined as one which limits, modifies, expands or supplements any of the terms and conditions and/or specifications of the invitation for Bids.
9. Alternate Bids will not be considered, unless specifically authorized in the invitation to Bid. An alternate Bid is defined as one which is submitted in addition to the Bidders primary response to the invitation for Bids.
10. Prices should be extended in decimal, not fraction, to be net, and shall include transportation and delivery charges fully prepaid by the Contractor to the destination specified in the Bid, and subject only to cash discount. In the event of a



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discrepancy between the unit price and the extension, the unit price shall govern.

11. Pursuant to Section 12-412 of the Connecticut General Statutes, municipalities are exempt from the payment of excise, transportation and sales taxes imposed by the Federal Government and/or the State. Such taxes must not be included in Bid prices.
12. By its submission the Bidder represents that the Bid is not made in connection with any other Bidders submitting a Bid for the same commodity or commodities and is in all respects fair and without collusion or fraud.
13. All Bids will be opened and read publicly and upon award are subject to public inspection, subject to the provisions of Section 1-210 of the Connecticut General Statutes (Freedom of Information). Copies of information resulting from any Bid opening are generally not available until a contract has been formally awarded.
14. Bid and or performance bonds may be required, if specifically required within the specifications. Bonds must meet the following requirements:

Corporation - must be signed by an official of the corporation above their official title and the corporate seal must be affixed over the signature; **Firm or Partnership** - must be signed by all the partners and indicate they are "doing business as"; **Individual** - must be signed by the owner and indicated as "Owner". The surety company executing the bond or countersigning must be licensed in Connecticut and the bond must be signed by an official of the surety company with the corporate seal affixed over their signature. Signatures of two witnesses for both the principal and the surety must appear on the bond. Power of attorney for the official signing the bond for the surety company must be submitted with the bond.

15. The City requires the Contractor to carry commercial general liability insurance to protect it from loss. The following minimum limits shall be met:
Bodily Injury and Property Damage: \$1,000,000 each occurrence; \$2,000,000 aggregate
Products or Completed Operations: \$1,000,000 each occurrence; \$2,000,000 aggregate and be written with a per project aggregate.
Professional Liability (Errors and Omissions): \$2,000,000 each occurrence
Commercial Automobile Coverage including owned, non-owned, leased and hired vehicles (if used on City property): \$1,000,000 combined single limit for each accident
Workers' Compensation: Shall be in accordance with State of Connecticut requirements at the time of Bid.
Umbrella/Excess Liability: \$2,000,000 each occurrence; \$2,000,000 aggregate and providing coverage over the Commercial General Liability, Commercial Automobile Liability and the Employer Liability section of the Workers Compensation coverage..

The Contractor shall provide the City with a Certificate of Insurance before any work is performed. The City of Norwich, its officers (both elected and appointed), employees, and agents shall be named as additional insured on all policies, except Professional Liability and Workers Compensation, on a primary and non-contributory basis.

All policies, except Professional Liability, shall contain a waiver of subrogation in favor of the City of Norwich, executed by the insurance company.

Thirty (30) days' notice of cancellation is required and must be provided to the City of Norwich via certified mail.

Samples

16. Accepted Bid samples do not supersede the Specifications for quality unless sample is superior in quality. All deliveries shall have at least the same quality as the accepted Bid sample. Samples are furnished free of charge. Samples may be held for comparison with deliveries.



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Award

17. Award will be based on quality of the articles or services to be supplied, their conformance with specifications, delivery terms, price, administrative costs, past performance, and financial responsibility. The Purchasing Department may correct inaccurate awards resulting from clerical or administrative errors.
18. The Purchasing Agent may reject any Bidders in default of any prior contract or guilty of misrepresentation or any Bidders with a member of its firm in default or guilty of misrepresentation.

Delinquent Tax Set Off

19. In accordance with §7-46 of the City of Norwich Code of Ordinances, the award of any contract for the performance of any work, or the furnishing of any services and/or materials or equipment, any vendor or successful bidder shall agree that any taxes, landfill fees or special assessments due from the vendor or successful bidder to the City of Norwich, unless previously paid, may be set off against any monies that may be due from the City of Norwich to the vendor or successful bidder for the performance of work or the furnishing of services and/or materials or equipment under said contract.
20. Any person, vendor or successful bidder performing any work or furnishing any services or material or equipment to the City or any department, board or agency thereof, shall, as a condition of doing such or furnishing services or material or equipment, agree that any delinquent taxes, landfill fees or special assessments due from him, her or it to the City, unless previously paid, may be set off against any monies that may be due from the City to such person, vendor or successful bidder for the performance of such work or the furnishing of services or materials or equipment.

Contract

21. The existence of the contract shall be determined in accordance with the requirements set forth above. However, the award of the contract is not an order to ship.
22. The Contractor shall not assign or otherwise dispose of their contract or their right, title or interest, or their power to execute such contract to any other person, firm or corporation without the prior written consent of the Purchasing Department.
23. Bidders have ten days after notice of award to refuse acceptance of the award; after ten days the award will be binding on the Contractor. If the Contractor refuses to accept the award within the ten day period, the award will be made to the next lowest responsible qualified Bidders.
24. Failure of a Contractor to deliver commodities or perform services as specified will constitute authority to purchase said commodities or services on the open market. Contractor agrees to promptly reimburse the City for excess cost of these purchases. The purchases will be deducted from the contracted quantities.
25. The Bidders hereinafter referred to as persons requesting the use of city facilities of the City of Norwich, or in contracting with the City of Norwich for goods, services, materials, labor and the like with the City of Norwich and its respective officers, agents, servants and employees agrees to indemnify, defend and save harmless from and against any and all claims, damages, losses, litigation expenses, counsel fees and compensation arising out of any injuries (including death) sustained by, or alleged to have been sustained by, the servants, employees or agents of the City of Norwich and its respective officers, agents, servants and employees, or of the Bidders or of any participant or spectator, and from injuries including death) sustained by, or alleged to have been sustained by, the public or any persons on or near the site or on any other person or damage to property, real or personal, including property of the City of Norwich and their respective officers, agents, servants and employees, caused in whole or in part by the acts or omission of the Bidders or any participant or spectator or anyone directly or indirectly employed or working for the Bidders while engaged in the activity in the City of Norwich.



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26. Notwithstanding any provision or language in this contract to the contrary, the purchasing agent may terminate this contract whenever he/she determines in his/her sole discretion that such termination is in the best interests of the City. Any such termination shall be effected by delivery to the Contractor of a written notice of termination. The notice of termination shall be sent by registered mail to the Contractor address furnished to the City for purposes of correspondence or by hand delivery. Upon receipt of such notice, the Contractor shall both immediately discontinue all services affected (unless the notice directs otherwise) and deliver to the City all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Contractor in performing his duties under this contract, whether completed or in progress. All such documents, information, and materials shall become the property of the City. In the event of such termination, the Contractor shall be entitled to reasonable compensation as determined by the Office of Corporation Counsel for the City of Norwich, however, no compensation for lost profits shall be allowed.
27. Notwithstanding any provision or language in this contract to the contrary, the purchasing agent may terminate this contract for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the City, upon request, with adequate assurances of future performance. In the event of termination for cause, the City shall not be liable to the Contractor for any amount of supplies or services not accepted, and the Contractor shall be liable to the City for any and all rights and remedies provided by law. If it is determined that the City improperly terminated this contract for default, such termination shall be deemed a termination for convenience.
28. The individual signing this submittal hereby declares that no person or persons other than members of his/her own organization are interested in this Project or in the contract proposed to be taken; that it is made without any connection with any other person or persons making a Bid for the same work and is in all respects fair and without collusion or fraud; that no person acting for or employed by the City of Norwich is directly or indirectly interested therein, or in the supplies or works to which it relates or will receive any part of the profit or any commission therefrom in any manner which is unethical or contrary to the best interests of the City of Norwich.

Delivery

29. All products and equipment delivered must be new, and shall include any and all manufacturer warranties, unless otherwise stated in the Bid specifications.
30. Delivery will be onto the specified City loading docks by the Contractor unless otherwise stated in the Bid specifications.
31. Payment terms are net 30 days after receipt of goods or properly executed invoice, whichever is later, unless otherwise specified. A contractor may quote payment discount terms which may be considered in making the award.

Saving Clause

32. The Contractor shall not be liable for losses or delays in the fulfillment of the terms of the contract due to wars, acts of public enemies, strikes, fires, floods, acts of God or any other acts not within the control of or reasonably prevented by the Contractor. The Contractor will give written notice of the cause and probable duration of any such delay.

Advertising

33. Contractors may not reference sales to the City for advertising and promotional purposes without the prior specific approval of the Purchasing Department.

Rights

34. Any and all data collected by the contractor relative to either the performance of services or delivery of materials shall remain the sole property of the City of Norwich. Such data includes historic usage of materials and services as collected by the contractor, as it relates to Norwich purchasing activity. The City has sole and exclusive right and title to all printed material produced for the City, whether acceptable or unacceptable, and the contractor shall not copyright any printed matter produced under the contract.



City of Norwich Connecticut

Department of Finance/Purchasing
100 Broadway, Room 105
Norwich, CT 06360-4431

Telephone Number:
(860)823-3706

Fax Number:
(860)823-3812

<http://www.norwichct.org>

Standard Bid and Contract Terms and Conditions

35. The Contractor assigns to the City all rights title and interests in and to all causes of action it may have under Section 4 of the Clayton Act, 15 USC 15, or under Chapter 624 of the general statutes. This assignment occurs when the Contractor is awarded the contract.
35. Contractor agrees that it is in compliance with all applicable federal, state and local laws and regulations, including but not limited to Connecticut General Statutes Sections 4a-60 and 4a-60a, 4a-60g, and 46a-68b through 46a-68f, inclusive, as amended by the June 2015 Special Session Public Act No. 15-5, as well as the provisions of Title VI of the Civil Rights Act of 1964 and all amendments thereto. The Contractor also agrees that it will hold the City harmless and indemnify the City from any action which may arise out of any act by the contractor concerning lack of compliance with these laws and regulations. All purchases will be in compliance with Section 22a-194 to Section 22a-194g of the Connecticut General Statutes related to product packaging.
36. This contract is subject to provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971, the provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973 and section 16 of Public Act 91-58 nondiscrimination regarding sexual orientation, and the provisions of Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999 regarding Violence in the Workplace Prevention Policy.



Opportunity * Guidance * Support



THIS IS A PUBLIC WORKS PROJECT

Covered by the

PREVAILING WAGE LAW

CT General Statutes Section 31-53

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

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

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

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

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

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

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

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

Informational Bulletin

THE 10-HOUR OSHA CONSTRUCTION SAFETY AND HEALTH COURSE

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

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

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

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

November 29, 2006

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

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

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

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

Forklift Operator:

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

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

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

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

STATUTE 31-55a

- SPECIAL NOTICE -

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

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

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

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


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

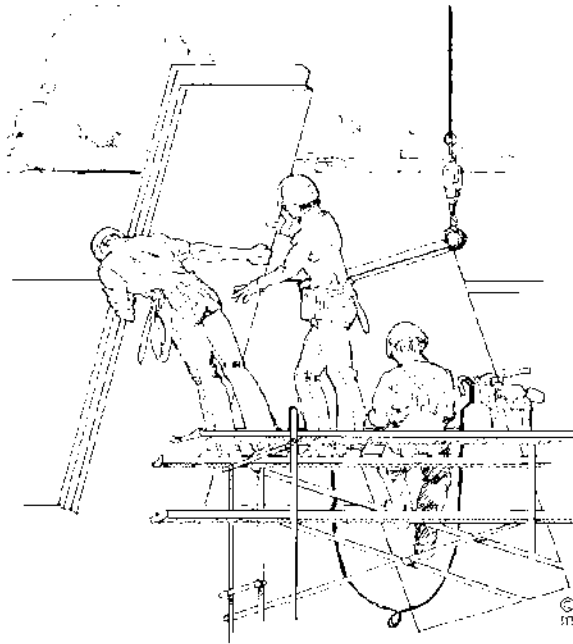
~NOTICE~

TO ALL CONTRACTING AGENCIES

Please be advised that Connecticut General Statutes Section 31-53, requires the contracting agency to certify to the Department of Labor, the total dollar amount of work to be done in connection with such public works project, regardless of whether such project consists of one or more contracts.

Please find the attached “Contracting Agency Certification Form” to be completed and returned to the Department of Labor, Wage and Workplace Standards Division, Public Contract Compliance Unit.

 Inquiries can be directed to (860)263-6543.



CONNECTICUT DEPARTMENT OF LABOR
WAGE AND WORKPLACE STANDARDS DIVISION
CONTRACT COMPLIANCE UNIT

CONTRACTING AGENCY CERTIFICATION FORM

I, _____, acting in my official capacity as _____,
authorized representative title

for _____, located at _____,
contracting agency address

do hereby certify that the total dollar amount of work to be done in connection with
_____, located at _____,
project name and number address

shall be \$_____, which includes all work, regardless of whether such project
consists of one or more contracts.

CONTRACTOR INFORMATION

Name: _____

Address: _____

Authorized Representative: _____

Approximate Starting Date: _____

Approximate Completion Date: _____

Signature

Date

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

Date Issued: _____

CONNECTICUT DEPARTMENT OF LABOR
WAGE AND WORKPLACE STANDARDS DIVISION

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

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

do hereby certify that the _____
Company Name

Street

City

and all of its subcontractors will pay all workers on the

Project Name and Number

Street and City

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

Signed

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

Notary Public

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

Rate Schedule Issued (Date): _____

***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 _____ 4) Disability _____
- 2) Pension or retirement _____ 5) Vacation, holiday _____
- 3) Life Insurance _____ 6) Other (please specify) _____

CERTIFIED STATEMENT 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. All persons employed on said project have been paid the full weekly wages earned by them during the week in accordance with Connecticut General Statutes, section 31-53, as amended. Further, I hereby certify and state the following:

- a) The records submitted are true and accurate;
- b) The rate of wages paid to each mechanic, laborer or workman and the amount of payment or contributions paid or payable on behalf of each such person to any employee welfare fund, as defined in Connecticut General Statutes, section 31-53 (h), are not less than the prevailing rate of wages and the amount of payment or contributions paid or payable on behalf of each such person to any employee welfare fund, as determined by the Labor Commissioner pursuant to subsection Connecticut General Statutes, section 31-53 (d), and said wages and benefits are not less than those which may also be required by contract;
- c) The Employer has complied with all of the provisions in Connecticut General Statutes, section 31-53 (and Section 31-54 if applicable for state highway construction);
- d) Each such person is covered by a worker’s compensation insurance policy for the duration of his employment which proof of coverage has been provided to the contracting agency;
- e) The Employer does not receive kickbacks, which means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided directly or indirectly, to any prime contractor, prime contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a prime contractor in connection with a subcontractor relating to a prime contractor; and
- f) The Employer is aware that filing a certified payroll which he knows to be false is a class D felony for which the employer may be fined up to five thousand dollars, imprisoned for up to five years or both.

2. OSHA~The employer shall affix a copy of the construction safety course, program or training completion document to the certified payroll required to be submitted to the contracting agency for this project on which such persons name first appears.

_____ (Signature) _____ (Title) _____ Submitted on (Date)

[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.

PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECTS										Connecticut Department of Labor Wage and Workplace Standards Division 200 Folly Brook Blvd. Wethersfield, CT 06109									
In accordance with Connecticut General Statutes, 31-53 Certified Payrolls with a statement of compliance shall be submitted monthly to the contracting agency.										WEEKLY PAYROLL									
CONTRACTOR NAME AND ADDRESS: Landon Corporation, 15 Connecticut Avenue, Northford, CT 06472										SUBCONTRACTOR NAME & ADDRESS XYZ Corporation 2 Main Street Yantic, CT 06389					WORKER'S COMPENSATION INSURANCE CARRIER Travelers Insurance Company POLICY # #BAC8888928 EFFECTIVE DATE: 1/1/09 EXPIRATION DATE: 12/31/09				
PAYROLL NUMBER	Week-Ending Date	PROJECT NAME & ADDRESS								Total ST Hours	BASE HOURLY RATE	TYPE OF FRINGE BENEFITS Per Hour 1 through 6 (see back)	GROSS PAY FOR ALL WORK PERFORMED THIS WEEK	TOTAL DEDUCTIONS				GROSS PAY FOR THIS PREVAILING RATE JOB	CHECK # AND NET PAY
		DAY AND DATE												Total O/T Hours	TOTAL FRINGE BENEFIT PLAN CASH	FICA	FEDERAL WITH-HOLDING		
PERSON/WORKER, ADDRESS and SECTION	APPR RATE %	MALE/FEMALE AND RACE*	WORK CLASSIFICATION	S	M	T	W	TH	F	S									
Trade License Type & Number - OSHA 10 Certification Number				20	21	22	23	24	25	26	HOURS WORKED EACH DAY								
Robert Craft 81 Maple Street Willimantic, CT 06226		M/C	Electrical Lineman E-1 1234567 Owner OSHA 123456		8	8	8	8	8		S-TIME 40	\$ 30.75 Base Rate	\$1,582.80				P-xxxx	\$1,582.80	#123 \$ xxx.xx
Ronald Jones 212 Elm Street Norwich, CT 06360	65%	M/B	Electrical Apprentice OSHA 234567		8	8	8	8	8		S-TIME 40	\$ 19.99 Base Rate	\$1,464.80	xx.xx	xxx.xx	xx.xx	G-xxx	\$1,464.80	#124 \$xxx.xx
Franklin T. Smith 234 Washington Rd. New London, CT 06320 SECTION B		M/H	Project Manager			8					S-TIME 8	\$ Base Rate	\$1,500.00	xx.xx	xx.xx	xx.xx	M-xx.x		#125 xxx.xx
											S-TIME	\$ Base Rate							
											O-TIME	\$ Cash Fringe							

OSHA 10 ~ATTACH CARD TO 1ST CERTIFIED PAYROLL

***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 Blue Cross 4) Disability _____
- 2) Pension or retirement _____ 5) Vacation, holiday _____
- 3) Life Insurance Utopia 6) Other (please specify) _____

CERTIFIED STATEMENT OF COMPLIANCE

For the week ending date of 9/26/09,

I, Robert Craft of XYZ Corporation, (hereafter known as

Employer) in my capacity as Owner (title) do hereby certify and state:

Section A:

1. All persons employed on said project have been paid the full weekly wages earned by them during the week in accordance with Connecticut General Statutes, section 31-53, as amended. Further, I hereby certify and state the following:

- a) The records submitted are true and accurate;
- b) The rate of wages paid to each mechanic, laborer or workman and the amount of payment or contributions paid or payable on behalf of each such employee to any employee welfare fund, as defined in Connecticut General Statutes, section 31-53 (h), are not less than the prevailing rate of wages and the amount of payment or contributions paid or payable on behalf of each such employee to any employee welfare fund, as determined by the Labor Commissioner pursuant to subsection Connecticut General Statutes, section 31-53 (d), and said wages and benefits are not less than those which may also be required by contract;
- c) The Employer has complied with all of the provisions in Connecticut General Statutes, section 31-53 (and Section 31-54 if applicable for state highway construction);
- d) Each such employee of the Employer is covered by a worker's compensation insurance policy for the duration of his employment which proof of coverage has been provided to the contracting agency;
- e) The Employer does not receive kickbacks, which means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided directly or indirectly, to any prime contractor, prime contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a prime contractor in connection with a subcontractor relating to a prime contractor; and
- f) The Employer is aware that filing a certified payroll which he knows to be false is a class D felony for which the employer may be fined up to five thousand dollars, imprisoned for up to five years or both.

2. OSHA-The employer shall affix a copy of the construction safety course, program or training completion document to the certified payroll required to be submitted to the contracting agency for this project on which such employee's name first appears.

Robert Craft owner 10/2/09
 (Signature) (Title) Submitted on (Date)

Section B: Applies to CONNDOT Projects ONLY

That pursuant to CONNDOT contract requirements for reporting purposes only, all employees listed under Section B who performed work on this project are not covered under the prevailing wage requirements defined in Connecticut General Statutes Section 31-53.

Robert Craft owner 10/2/09
 (Signature) (Title) Submitted on (Date)

Note: CTDOL will assume all hours worked were performed under Section A unless clearly delineated as Section B WWS-CP1 as such. Should an employee perform work under both Section A and Section B, the hours worked and wages paid must be segregated for reporting purposes.

*****THIS IS A PUBLIC DOCUMENT***
 DO NOT INCLUDE SOCIAL SECURITY NUMBERS**

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.

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

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

- **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 are not required. If the delivery personnel are involved in the distribution of the material to multiple locations within the construction site then they would have to be paid prevailing wages for the type of work performed: laborer, equipment operator, electrician, ironworker, plumber, etc.

- An example of this would be where delivery of drywall is made to a building and the delivery personnel distribute the drywall from one "stockpile" location to further sub-locations on each floor. Distribution of material around a construction site is the job of a laborer 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.

- **IRONWORKERS**

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

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.

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

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

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

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

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

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

Elevator Constructors: Mechanics

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

Glaziers

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

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

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

Ironworkers

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

Laborers (Tunnel Construction)

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

Roofers

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

Sprinkler Fitters

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

Truck Drivers

(Heavy and Highway Construction & Building Construction)

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

Project: Yantic Fire Department Fire Code Abatement, Modifications And Renovations

**Minimum Rates and Classifications
for Building Construction**

ID# : B 25157

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

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

Project Number:

Project Town: Norwich

State#:

FAP#:

Project: Yantic Fire Department Fire Code Abatement, Modifications And Renovations

CLASSIFICATION	Hourly Rate	Benefits
1a) Asbestos Worker/Insulator (Includes application of insulating materials, protective coverings, coatings, & finishes to all types of mechanical systems; application of firestopping material for wall openings & penetrations in walls, floors, ceilings	38.25	27.96
<hr/>		
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**		
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1c) Asbestos Worker/Heat and Frost Insulator	40.21	29.30

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

4) Group 1: Laborers (common or general), acetylene burners, carpenter tenders, concrete specialists, wrecking laborers, fire watchers.	30.05	20.10
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4a) Group 2: Mortar mixers, plaster tender, power buggy operators, powdermen, fireproofers/mixer/nozzleman (Person running mixer and spraying fireproof only).	30.30	20.10
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4b) Group 3: Jackhammer operators/pavement breaker, mason tender (brick), mason tender (cement/concrete), forklift operators and forklift operators (masonry).	30.55	20.10
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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
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4d) Group 5: Air track operator, sand blaster and hydraulic drills.	30.55	20.10
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Project: Yantic Fire Department Fire Code Abatement, Modifications And Renovations

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) 40.00 25.97+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

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8) Glazier (Trade License required: FG-1,2) 37.18 21.05 + a

9) Ironworker, Ornamental, Reinforcing, Structural, and Precast Concrete Erection 35.47 35.14 + 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

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Group 4: Trenching Machines; Lighter Derrick; Concrete Finishing Machine; CMI Machine or Similar; Koehring Loader (Skooper).	38.10	24.05 + a
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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
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Group 5 continued: Side Boom; Combination Hoe and Loader; Directional Driller; Pile Testing Machine.	37.51	24.05 + a
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Group 6: Front End Loader (3 up to 7 cubic yards); Bulldozer (rough grade dozer).	37.20	24.05 + a
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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
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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
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Project: Yantic Fire Department Fire Code Abatement, Modifications And Renovations

Group 9: Front end loader (under 3 cubic yards), skid steer loader regardless of attachments, (Bobcat or Similar): forklift, power chipper; landscape equipment (including Hydroseeder).	36.03	24.05 + a
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Group 10: Vibratory hammer; ice machine; diesel and air, hammer, etc.	33.99	24.05 + a
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Group 11: Conveyor, earth roller, power pavement breaker (whiphammer), robot demolition equipment.	33.99	24.05 + a
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Group 12: Wellpoint operator.	33.93	24.05 + a
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Group 13: Compressor battery operator.	33.35	24.05 + a
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Group 14: Elevator operator; tow motor operator (solid tire no rough terrain).	32.21	24.05 + a
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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; portable concrete plant operator. 35.46 24.05 + a

Group 18: Power safety boat; vacuum truck; zim mixer; sweeper; (Minimum for any job requiring a CDL license). 33.04 24.05 + a

-----PAINTERS (Including Drywall Finishing)-----

10a) Brush and Roller 33.62 21.05

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10b) Taping Only/Drywall Finishing	34.37	21.05
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10c) Paperhanger and Red Label	34.12	21.05
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10e) Blast and Spray	36.62	21.05
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11) Plumber (excluding HVAC pipe installation) (Trade License required: P-1,2,6,7,8,9 J-1,2,3,4 SP-1,2)	42.62	31.21
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12) Well Digger, Pile Testing Machine	37.26	24.05 + a
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13) Roofer (composition)	35.97	19.73
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14) Roofer (slate & tile)	36.47	19.73
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15) Sheetmetal Worker (Trade License required for HVAC and Ductwork: SM-1,SM-2,SM-3,SM-4,SM-5,SM-6)	37.50	36.79
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16) Pipefitter (Including HVAC work) (Trade License required: S-1,2,3,4,5,6,7,8 B-1,2,3,4 D-1,2,3,4, G-1, G-2, G-8 & G-9)	42.62	31.21
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-----TRUCK DRIVERS-----

17a) 2 Axle	29.13	23.33 + a
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17b) 3 Axle, 2 Axle Ready Mix	29.23	23.33 + a
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17c) 3 Axle Ready Mix	29.28	23.33 + a
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17d) 4 Axle, Heavy Duty Trailer up to 40 tons	29.33	23.33 + a
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17e) 4 Axle Ready Mix	29.38	23.33 + a
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17f) Heavy Duty Trailer (40 Tons and Over)	29.58	23.33 + a
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17g) Specialized Earth Moving Equipment (Other Than Conventional Type on-the-Road Trucks and Semi-Trailers, Including Euclids)	29.38	23.33 + a
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18) Sprinkler Fitter (Trade License required: F-1,2,3,4)	43.92	15.84 + a
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19) Theatrical Stage Journeyman	25.76	7.34
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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 journeyman instructing and supervising the work of each apprentice in a specific trade.

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

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

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

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

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

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

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

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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.

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**Yantic Fire Station
Fire Code Abatement
Modifications / Renovations
151 Yantic Road
Norwich, CT.**

SECTION 01010 - SUMMARY OF WORK

PART 1 - GENERAL

RELATED DOCUMENTS: Drawings and general provisions of Contract, including General and Supplementary Conditions and Division-1 Specification sections, apply to work of this section.

PROJECT/WORK IDENTIFICATION

General: This Project "**Yantic Fire Station Fire code Abatement, Modifications/ Renovations 151 Yantic Road, Norwich, CT.** This work covers scheduled interior and exterior modifications: Scheduled demolition of an exterior steel fire escape, new exterior steel stairs and platform with structure, site pavers and limited changes to on site drainage. Additionally work to include; interior renovation and modernization of existing doors, frames and development of rated separation assemblies for interior existing. Limited epoxy floor modification and striping for Exit Access identification, along with limited electrical power and fixture replacement.

Specific indicated components for this project are to be Custom Fabricated and delivered to the project site, All necessary site review, coordination, verification and adjustments are part of this contractors responsibility, and all necessary coordination for the intended removal, preparation and installation of theses specific components to be performed with the least possible interference with the building operations and its safety.

There is no scheduled modification to existing HVAC, Plumbing components within the building envelop, but through the scheduled demolition and new work, it is possible that uncovering of such components may trigger repairs and adjustment.

The Contractor of Record shall be responsible for complete site review of all conditions, measurements and verification of all work.

The work is scheduled for immediate construction for both interior and exterior areas, and includes the acknowledgement of this project and its scope of work, is being performed at a **Volunteer Fire Department and as such No Interference of any kind is allowed with Day to Day operations of the Volunteer Fire Department** and its resources. This Contractors work shall be scheduled and developed to allow full use of the existing facility during 24 hour operations as well as providing for access through the site and existing building construction areas for the staff /visitors. Including the providing EXIT ACCESS routes through the building to EXITS and access to PUBLIC WAYS.

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This Contractor shall provide, and be fully responsible for and install and maintain flagged, fenced, and protected paths of travel to and from the building and specific exit areas.

Demolition indicated areas of parts of the existing building and its grounds
Relocation of existing underground and surface utilities indicated for the construction and operation of the scheduled new construction.
Preparation of new paved areas at specified locations of the property.
Modification to existing and new electrical power supply and service equipment.
Site modifications and alterations noted.
Architectural / Structural /Mechanical & Electrical work, for the complete erection and construction of the intended design.

This project entails the completed construction of the modifications and work along with its components indicated in the Contract Documents, and further described in outline form, but not necessarily limited to: **Yantic Fire Station Fire code Abatement, Modifications / Renovations, 151 Yantic Road, Norwich, CT.**

The intent of these Contract Documents and of the work specified under the contract is to properly construct the new indicated work and modifications to existing construction, in accordance to the Contract Documents prepared by the office of Fred Marzec – Architects, LLC., and dated as indicated on the drawings and project manual.

The new work is to be constructed in a manner that reduces to the minimum interference's with the Owner's daily operations and use of the existing facility.

Work shall be scheduled on a priority basis from the building shell to the interior scheduled work, always keeping the existing construction weather tight and secure.

Review of all existing conditions both from work to be performed to the existing building, but also existing building construction and routing of construction materials through existing portions of the structure and site.

Preparations of shop drawings for the fabrication and erection of scheduled components of the building.

Preparation and installation of concrete footings and foundations, including concrete slabs indicated in the Contract Documents.

Placement of exterior wall and roof assemblies and flashing to form a watertight barrier.

Saw cutting and slotting of existing masonry/concrete floor and walls to receive new scheduled changes and modifications.

Construction of walls and surfaces to support the building and its operating components.

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Placement of all required structural framing and support systems.
Installation of all, Plumbing, HVAC and Electrical design components indicated in the Contract Documents. Completion of site modifications, improvements and paving materials indicated.

The work described does not address the full and complete scope of the project but provides a general list of the type work indicated for this project.

The Contractor is to prepare a work schedule, approved by the Owner and Design Team, carefully identifying areas of work, time frames, dates, etc. necessary and coordinated with Owner's ability to operate and the Contractor's ability to do scheduled construction.

The work shall continue until the project is completed and finished in every way, ready for the Owner's use occupation and as intended.

In addition all work must be prepared, administered and installed in a completely safe manner, securing the building and grounds at the end of each days work.

CONTRACTOR USE OF PREMISES:

General: The Contractor shall limit his use of the premises to the work indicated, so as to allow continued use of the building and the Owner's needed to schedule work by other contractors. This Contractor shall;

1. **Use of the Site:** Confine operations at the building site to the areas permitted under the Contract. Portions of the building site beyond areas on which work is indicated are not to be disturbed. Conform to rules and regulations affecting the work while engaged in project construction. Contact the Owner to coordinate the requirements for parking of trailers, equipment and work force vehicles.
2. Keep existing driveways and entrances serving the premises clear and available to the Owner, and his employees at all times. Do not use these areas for parking or storage of materials. Coordinate with the Owner when and if the existing parking areas and access drives may be interrupted for scheduling of construction materials, works forces etc.
3. The site has a limited area to meet the Owners needs and services, do not unreasonably encumber the site with materials or equipment. Confine stockpiling of materials and location of storage to the areas indicated. If additional storage is necessary obtain and pay for such storage off site.
4. Lock automotive type vehicles, such as passenger cars and trucks and other mechanized or motorized construction equipment, when parked and unattended, so as to prevent unauthorized use. Do not leave such vehicles or equipment

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unattended with the motor running or the ignition key in place. NO PARKING IS ALLOWED WITHIN THE LIMITS OF WORK.

5. Precaution: The General Contractor shall maintain the site and building in a safe condition, free of debris, and the outside grounds adjacent to the building area for the protection of personnel at the project site during demolition and construction. Debris shall be cleaned up on a daily basis, leaving the site reasonably clean and in a safe manner the end of each days work.
6. Work under this contract covers and is integrated to work being performed under separate contract by others. This Contractor is required to perform coordination of contracts being administered by the Owner.

Contractor Use of the Existing Building: Maintain the existing building in a safe and 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.

1. Keep public areas such as hallways corridors, stairs and offices free from accumulation of waste material, rubbish, or construction debris.
2. Smoking or open fires will not be permitted within the building enclosure or on the premises.

OWNER OCCUPANCY:

Full Owner Occupancy: The Owner will occupy the site during the entire period of construction. Cooperate fully with the Owner or his representative during construction operations to minimize conflicts and to facilitate Owner usage. Perform the work so as not to interfere with the Owner's operations.

ALTERATIONS AND COORDINATION

General: The work of this Contract includes coordination of the entire work of the project, including preparation of general coordination drawings, diagrams, and schedules, and control of site utilization, from beginning of construction activity through project close-out and warranty periods.

MISCELLANEOUS PROVISIONS:

This Contractor to prepare a work specific schedule (graphic and written) showing dates and locations of various portions of work (i.e. demolition, new installation, painting

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Punch listing, inspection, etc.) This developed schedule to be reviewed by Owner, Engineer / Architect, local Fire Marshal and Building Official with signed approval by Owner & Contractor prior to commencement of any construction work.

The approved work schedule to have place for each subcontractor to sign and acknowledging their scheduled dates, time and work.

PROJECT REVIEW

This Contractor to review each area of work to the building and site to fully comprehend the type, volume of work, and any complexities which might be encountered in performing the scheduled work.

PROJECT CONDITIONS

This project building is presently a Volunteer Fire Department as VB (wood framed) Construction. The building will be occupied and in continuous use throughout construction. This Contractor is informed that work carried out under this scope of the Contract Documents is to acknowledge the above facts and procedures and construction means is to be coordinated and completed, acknowledging the occupancy of the building by the occupants and visitors. All necessary safety requirements insuring the proper standards for the occupation of their respective uses are to be carried out.

This Contractor to provide all means of producing proper ventilation in work areas through the use of mechanical means, reducing the accumulation of odors, fumes, or toxic gases from the construction procedures. No noticeable amount of accumulated odor, gas, or other substance as deemed by the local fire marshal and health official will be allowed.

At the close of each day's work, the building is to be clean of all accumulated construction debris, properly disposed off site; the building shall be secured from unauthorized entrance. There shall be no storage of trash or construction debris allowed inside overnight or when no construction work activity is planned.

The Contractor will be allowed the option of "Pre-Fabricating" work if in the Contractor's opinion he can complete the installation and required safety of the work within the scope of a typical day.

END OF SECTION 01010

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SECTION 01020 - ALLOWANCES

PART 1 - GENERAL

RELATED DOCUMENTS:

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

Allowances shall not include Contractor's costs for unloading and handling at site, overhead, profit and other expenses contemplated for stated allowance amounts. These shall be included in the Contract Sum and not in the allowances. Labor, installation cost and material cost shall be in the unit price method as addressed in the Form of Proposal.

Coordinate allowance work with related work to ensure that each selection is completely integrated and interfaced with related work.

DESCRIPTION OF REQUIREMENTS:

Definitions and Explanations: Certain requirements of the work related to each allowance are shown and specified in contract documents. The allowance has been established in lieu of additional requirements for that work and further requirements thereof (if any) will be issued by change order.

Types of allowances scheduled herein for the work include the following:

Lump sum allowances
Unit-cost allowances

Selection and Purchase: At earliest feasible date after award of Contract, advise Architect/Engineer of scheduled dates when final selection and purchase of each product or system described by each allowance must be accomplished in order to avoid delays in performance of the work.

As requested by the Architect, obtain and submit proposals for the work of each allowance for use in making final selections, include recommendations for selection which are relevant to the proper performance of the work.

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The Allowances indicated shall be held by the Contractor and administered by the Owner, who shall designate their use by the issue of appropriate change orders for minor changes in the work.

Money not expended at the date of substantial completion shall be returned to the Owner and the Allowance terminated by change order.

SCHEDULE OF ALLOWANCE:

Allowance #1:

For unforeseen conditions & issues	\$ 15,000.00
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END OF SECTION 01020

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SECTION 01030 - ALTERNATES

PART 1 - GENERAL

RELATED DOCUMENTS:

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

DESCRIPTION OF REQUIREMENTS:

Definition: An alternate is an amount proposed by Bidders and stated on the Bid Form that will be Added to or Deducted from Base Bid amount if the Owner decides to accept a corresponding change in either scope of work or in products, materials, equipment, systems or installation methods described in Contract Documents.

Coordination: Coordinate related work and modify or adjust adjacent work as required to ensure that work affected by each accepted alternate is complete and fully integrated into the project.

Notification: Immediately following award of the Contract, prepare and distribute to each party involved, notification of the status of each alternate. Indicate whether alternates have been accepted, or rejected, or deferred for consideration at a later date. Include a complete description of negotiated modifications to alternates, if any.

Schedule: A "Schedule of Alternates" is included at the end of this section. Specifications referenced in the Schedule contain requirements for materials and methods necessary to achieve the work described under each alternate.

Include as part of each alternate, miscellaneous devices, appurtenances and similar items incidental to or required for a complete installation whether or not mentioned as part of the alternate.

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SCHEDULE OF ALTERNATES:

Alternate # 1: (Add/Deduct) Base Bid indicates an alternate for the purchase and installation of metal door bucks and associated wood trims. Review the Project Drawings for the extent and application of indicated Alternate assemblies.

END OF SECTION 01030

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SECTION 01040 - PROJECT COORDINATION

PART 1 - GENERAL

RELATED DOCUMENTS:

Drawings and general provisions of Contract, including General and Supplemental Conditions and other Division 1 Specification sections, apply to work of this section.

DESCRIPTION OF WORK:

Minimum administrative and supervisory requirements necessary for coordination of work on the project include but are not necessarily limited to the following:

1. Coordination and meetings.
2. Administrative and supervisory personnel.
3. Limitations for use of site.
4. Special reports.
5. General installation provisions.
6. Cleaning and protection.

COORDINATION AND MEETINGS:

- A. General: Prepare a written memorandum on required coordination activities. Include such items as required notices, reports and attendance at meetings. Distribute this memorandum to each entity performing work at the project site. Prepare similar memorandum for separate contractors where interfacing of their work is required.
- B. Coordination Drawings: Prepare coordination drawings where work by separate entities required fabrication of off-site products and materials which must accurately interface. Coordination drawings shall indicate how work shown by separate shop drawings will interface, and shall indicate sequence for installation. Comply with all requirements of the "Submittals" section.
- C. Monthly Coordination Meetings: Hold, on a minimum basis, monthly general project coordination meetings at regularly scheduled times convenient for all parties involved. These meetings are in addition to specific meetings held for other purposes, such as regular project meetings and special pre-installation meeting.

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Request representation at each meeting by every party currently involved in coordination or planning for the work of the entire project. Conduct planning for the work of the entire project. Conduct meetings in a manner which will resolve coordination problems. Record results of the meeting and distribute copies to every one in attendance and to others affected by decisions or actions resulting from each meeting.

ADMINISTRATIVE/SUPERVISORY PERSONNEL:

- A. General: In addition to a General Superintendent and other administrative and supervisory personnel required for performance of the work, provide specific coordinating personnel as specified herein.
- B. Project Coordinator: Provide a full-time Project Coordinator experienced in administration and supervision of building construction, including mechanical and electrical work. This Project Coordinator is hereby authorized to act as general coordinator of interfaces between units of work. For the purpose of this provision, "interface" is defined to include scheduling and sequencing of work, sharing of access to work spaces, installation, protection of each other's work, cutting and patching tolerances, cleaning, selections for compatibility, preparation of coordination drawings, inspections, test, and temporary facilities and services.
- C. Submittal of Staff Names, Duties: Within 15 days of Notice to Proceed, submit a listing of Contractor's principal staff assignments and consultants, naming persons and listing their addresses and telephone numbers.

SURVEYS AND RECORDS/REPORTS:

- A. General: Working from lines and levels established by the property survey, establish and maintain benchmarks and other dependable markers. Establish bench marks and markers to set lines and levels for work at each story of construction and elsewhere as needed to properly locate each element of the project. Calculate and measure required dimensions as shown within recognized tolerance. Drawings shall not be scaled to determine dimensions. Advise entities performing work, of marked lines and levels provided for their use.

LIMITATIONS ON USE OF THE SITE:

General: Limitations on site usage as well as specific requirements that impact site utilization are indicated on the drawings and by other contract documents. In addition to

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these limitations and requirements administer allocation of available space equitable among entities needing both access and space so as to produce the best overall efficiency in performance of the total work of the project. Schedule deliveries so as to minimize space and time requirements for storage of materials and equipment on site.

REPORTING UNUSUAL EVENTS: When an event of an unusual and significant nature occurs at the site, prepare and submit a special report. List chain of events, persons participating, and response by the Contractor's personnel, an evaluation of the results or effects and similar pertinent information. Advise the Owner in advance when such events are known or predictable.

REPORTING ACCIDENTS: Prepare and submit reports of significant accidents, at site and anywhere else work is in progress. Record and document data and actions. For this purpose, a significant accident is defined to include events where personal injury is sustained, or property loss of substance is sustained, or where the event posed a significant threat of loss or personal injury.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION:

Pre-Installation Conferences: Hold a pre-installation meeting at the project site well before installation of each section of work which requires coordination with other work. Installer and representatives of the manufacturers and fabricators who are involved in or affected by that section of work, and with its coordination or integration with other work that has preceded or will follow shall attend this meeting. Advise the Architect of scheduled meeting dates.

- A. At each meeting review progress of other work and preparation for the particular work under consideration including specific requirements for the following:
1. Contract documents
 2. Deliveries
 3. Shop drawings, product data and quality control samples.
 4. Possible conflicts and compatibility problems
 5. Time schedules
 6. Weather limitations.
 7. Manufacturer's recommendations
 8. Compatibility of materials.
 9. Acceptability of substrates.

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10. Temporary facilities
 11. Inspection and testing requirements.
 12. Required performance results.
 13. Recording requirements
 14. Protection.
- B. Record significant discussions of each conference, and record agreements and disagreements, along with the final plan of action. Distribute the record of meeting promptly to everyone concerned, including the Owner and Architect/Engineer.
- C. Do not proceed with the work if the pre-installation conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the work and reconvene pre-installation conference at the earliest feasible date.
- D. Installer's Inspection of Conditions: Require the Installer of each major section of work to inspect the substrate to receive work and conditions under which the work is to be performed. The installer shall report all unsatisfactory condition in writing to the Contractor and Architect. Do not proceed with the work until unsatisfactory conditions have been corrected in a manner acceptable to the Installer.
- E. Manufacturer's Instructions: Where installations include manufactured products, comply with the manufacturer's applicable instructions and recommendations for installation, to the extent that these instructions and recommendations are more explicit or more stringent than requirements indicated in the contract documents.
- F. Inspect each item of materials or equipment immediately prior to installation. Reject damaged and defective items.
- G. Provide attachment and connection devices and methods for securing work. Secure work true to line and level, and within recognized industry tolerances. Allow expansion and building movement. Provide uniform joint width in exposed work. Arrange joints in exposed work to obtain the best visual effect. Refer questionable visual-effect choices to the Architect for final decision.
- H. Recheck measurements and dimensions of the work, as an integral step of starting each installation.

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- I. Install each section-of-work during weather conditions and project status which will ensure the best possible results in coordination with the entire work. Isolate each section of work from incompatible work as necessary to prevent deterioration.
- J. Coordinate enclosure of the work with required inspections and tests, so as to minimize the necessity of uncovering work for that purpose.
- K. Mounting Heights: Where mounting heights are not indicated mount individual units of work at industry recognized standard mounting heights for the particular application indicated. Refer questionable mounting height choices to the Architect for final decision.

CLEANING AND PROTECTION:

- A. General: During handling and installation of work at the project site, clean and protect work in progress and adjoining work on the basis of continuous maintenance. Apply protective covering on installed work where it is required to ensure freedom from damage or deterioration at time of substantial completion.

Clean and perform maintenance on installed work as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.

- B. Limiting Exposure of Work: To the extent possible through reasonable control and protection methods, supervise performance of the work in such a manner and by such means which will ensure that none of the work, whether completed or in progress, will be subjected to harmful, dangerous or otherwise deleterious exposure during the construction period.

END OF SECTION 01040

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SECTION 01045 - CUTTING & PATCHING

PART 1 - GENERAL

RELATED DOCUMENTS:

Drawings and general provisions of Contract, including General Supplementary Conditions and other Division-1 Specification sections, apply to work of this section.

DESCRIPTION OF REQUIREMENTS:

Definition: "Cutting and patching" includes cutting into existing construction to provide for the installation or performance of other work and subsequent fitting and patching required restoring surfaces to their original condition.

1. "Cutting and patching" is performed for coordination of the work, to uncover work for access or inspection, to obtain samples for testing, to permit alterations to be performed or for other similar purposes.
2. Cutting and patching performed during the manufacture of products, or during the initial fabrication, erection or installation processes is not considered to be "cutting and patching" under this definition. Drilling of holes to install fasteners and similar operations are also not considered to be "cutting and patching."

Refer to other sections: of these specifications for specific cutting and patching requirements and limitations applicable to individual units of work.

QUALITY ASSURANCE:

Requirements for Structural Work: Do not cut and patch structural work in a manner that would result in a reduction of load-carrying capacity or of load-deflection ratio.

Operational and Safety Limitations: Do not cut and patch operational elements or safety related components in a manner that would result in a reduction of their capacity to perform in the manner intended, including energy performance, or that would result in increased maintenance, or decreased operational life or decreased safety.

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PART 2 - PRODUCTS:

MATERIALS:

General: Except as otherwise indicated, or as directed by the Architect, use materials for cutting and patching that are identical to existing materials. If identical materials are not Available, or cannot be used, use materials that match existing adjacent surfaces to the fullest extent possible with regard to visual effect. Use materials for cutting and patching that will result in equal-or -better performance characteristics.

PART 3 - EXECUTION

INSPECTION:

Before cutting, examine the surfaces to be cut and patched and the conditions under which the work is to be performed. If unsafe or otherwise unsatisfactory conditions are encountered, take corrective action before proceeding with the work.

Before the start of cutting work, meet at the work site with all parties involved in cutting and patching, including mechanical and electrical trades. Review areas of potential interference and conflict between the various trades. Coordinate layout of the work and resolve potential conflicts before proceeding with the work.

PREPARATION:

Temporary Support: To prevent failure provide temporary support of work to be cut.

Protection: Protect other work during cutting and patching to prevent damage. Provide protection from adverse weather conditions for that part of the project that may be exposed during cutting and patching operations.

1. Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.

Take precautions not to cut existing pipe, conduit or duct serving the building but scheduled to be relocated until provisions have been made to bypass them.

PERFORMANCE:

General: Employ skilled workmen to perform cutting and patching work. Except as

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Otherwise indicated or as approved by the Architect, proceed with cutting and patching at the earliest feasible time and complete work without delay.

Cutting: Cut the work using methods that are least likely to damage work to be retained or adjoining work. Where possible review proposed procedures with the original installer; comply with original installer's recommendations.

1. In general, where cutting is required use hand or small power tools designed for sawing or grinding, not hammering and chopping, Cut through concrete and masonry using a cutting machine such as a Carborundum saw or core drill to insure a neat hole. Cut holes and slots neatly to size required with minimum disturbance of adjacent work. To avoid marring existing finished side surfaces, cut or drill from the exposed or finished side into concealed surfaces. Temporarily cover openings when not in use.
2. By-pass utility services such as pipe and conduit, before cutting, where such utility services are shown or required to be remove, relocated or abandoned. Cut-off conduit and pipe in walls or partitions to be removed. After by-pass and cutting, cap, valve or plug and seal tight remaining portion of pipe and conduit to prevent entrance of moisture or other foreign matter.

Patching: Patch with seams which are durable and as invisible as possible. Comply with specified tolerances for the work.

1. Where feasible, inspect and test patched areas to demonstrate integrity of work.
2. Restore exposed finishes of patched areas and where necessary extend finish restoration into retained adjoining work in a manner which will eliminate evidence of patching and refinishing.
3. Where removal of walls or partitions extends one finished area into another finished area, patch and repair floor and wall surfaces in the new space to provide an even surface of uniform color and appearance, remove existing floor and wall coverings and replace with new materials.

Where patch occurs in a smooth painted surface, extend final paint coat over entire unbroken surface containing patch, after patched area has received prime and base coat.

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CLEANING:

Thoroughly clean areas and spaces where work is performed or used as access to work. Remove completely, mortar, oils, putty and items of similar nature. Thoroughly clean piping, conduit and similar features before painting or other finishing is applied. Restore damaged pipe covering to its original condition.

END OF SECTION 01045

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SECTION 01340 - SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

PART 1 - GENERAL

RELATED DOCUMENTS:

Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division- 1 Specification sections, apply to work of this section.

DESCRIPTION OF REQUIREMENTS

General: This section specifies procedural requirements for non-administrative submittals including shop drawings, product data, samples, and other miscellaneous work-related submittals. Shop drawings, product data, samples and other work-related submittals are required to amplify, expand and coordinate the information contained in the Contract Documents.

Refer to other Division - 1 Section and other contract documents for specifications on administrative, non-work-related submittals. Such submittals include but are not limited to the following items:

- Permits
- Payment applications
- Performance and payment bonds
- Insurance certificates
- Inspection and test reports
- Schedule of values
- Progress reports
- Listing of subcontractors

Shop Drawings are technical drawings and data that have been specially prepared for this project, including but not limited to the following items:

- Fabrication and installation drawings
- Setting diagrams
- Shop-work manufacturing instructions
- Templates
- Patterns
- Coordination drawings (for use on-site)
- Schedules

Design mix formulas

Standard information prepared without specific reference to a project is not considered to be shop drawings.

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Product data includes standard printed information on manufactured products that has not been specially-prepared for this project, including but not limited to the following items:

- Manufacturer's product specifications and installation instructions
- Standard color charts
- Catalog cuts
- Roughing-in diagram and templates
- Standard wiring diagrams
- Printed performance curves
- Operational range diagrams
- Standard product operating and maintenance manuals

Samples are physical examples of work, including but not limited to the following items:

- Partial sections of manufactured or fabricated work
- Small cuts or containers of materials
- Complete units of repetitively-used materials
- Swatches showing color, texture and pattern
- Color range sets
- Units of work to be used for independent inspection and testing

Miscellaneous submittals: are work-related, non-administrative submittals that do not fit in the three previous categories, including, but not limited to the following:

- Specially-prepared and standard printed warranties
- Maintenance agreements
- Testing and certification reports
- Record drawings
- Field measurement data
- Operating and maintenance manual
- Keys and other security protection devices
- Maintenance tools and spare parts
- Overrun stock

SUBMITTAL PROCEDURES:

General: Refer to the General Conditions for basic procedures for submittal handling:

Coordination: Coordinate the preparation and processing of submittals with the performance of the work. Coordinate each separate submittal with other submittals and related activities such as testing, purchasing, fabrication, delivery and similar activities

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that require sequential activity.

Coordinate the submittal of different units of interrelated work so that one submittal will not be delayed by the Architect's/ Engineer's need to review a related submittal. The Architect/ Engineer reserve the right to withhold action on any submittal requiring coordination with other submittals until related submittals are forthcoming.

COORDINATION OF SUBMITTAL TIMES: Prepare and transmit each submittal to the Architect sufficiently in advance of the scheduled performance of related work and other applicable activities. Transmit different kinds of submittals for the same unit of work so that processing will not be delayed by the Architect's need to review submittals concurrently for coordination.

REVIEW TIME: Allow sufficient time (minimum of 14 days) so that the installation will not be delayed as a result of the time required to properly process submittals, including time for re-submittal, if necessary. Advise the Architect on each submittal, as to whether processing time is critical to the progress of the work, and if the work would be expedited if processing time could be shortened.

SUBMITTAL PREPARATION: Mark each submittal with a permanent label for identification. Provide the following information on the label for proper processing and recording of action taken.

Project name
Date
Name and address of Architect
Name and address of Contractor
Name and address of subcontractor
Name and address of supplier
Name of manufacturer

Provide a space on the label for the Contractor's review and approval markings, and a space for the Architect's "Action" marking.

SUBMITTAL TRANSMITTAL: Package each submittal appropriately for transmittal and handling. Transmit each submittal from the Contractor to the Architect, and to other destinations is indicated, by use of a transmittal form. Sub-transmittals received from sources other than the Contractor will be returned to the sender "without action".

Transmittal Form: Prepare a draft of a transmittal form and submit it to the Architect for acceptance. Provide on the form places for the following information:

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Project name
Date
To:
From:
Names of subcontractor, manufacturer and supplier
Reference
Category and type of submittal
Submittal purpose and description
Submittal and transmittal distribution record
Signature of transmitter

Contractor's certification stating that the information submitted complies with the requirements of the Contract Documents, with a place for the Contractor's signature.

Record relevant information and requests for data on the transmittal form. On the transmittal form, or on a separate sheet attached to the form, record deviations from the requirements of the Contract Documents, if any, including minor variations and limitations.

SPECIFIC SUBMITTAL REQUIREMENTS:

General: Specific submittal requirements for individual units of work are specified in the applicable specification section. Except as otherwise indicated in the individual specification sections, comply with the requirements herein for each type of submittal.

Where it is necessary to provide intermediate submittals between the initial and final submittals provide and process intermediate submittals in the same manner as for initial submittals.

Shop Drawings: Information required on shop drawings includes, dimensions, identification of specific products and materials which are included in the work, compliance with specified standards and notations of coordination requirements with other work. Provide special notation of dimensions that have been established by field measurements. Highlight, encircle or otherwise indicate deviations from the contract documents on the shop drawings.

Coordination Drawings: Provide coordination drawings where required for the integration of the work, including work first shown in detail on shop drawings or product data. Show sequencing and relationship of separate units of work which must interface in a restricted manner to fit in the space provided, or function as indicated. Coordination drawings are considered shop drawings and must be definitive in nature.

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Do not permit shop drawing copies without an appropriate final "Action" marking by the Architect/Engineer to be used in connection with the work.

Preparation: Submit newly prepared information, drawn to accurate scale on sheets not less than 8 1/2" x 11"; except for actual pattern or template type drawings, the maximum sheet size shall not exceed 36" x 48". Indicate the name of the firm that prepared each shop drawing and provide appropriate project identification in the title block. Provide a space not less than 20 sq. in. beside the title block for marking the record of the review process and the Architect/Engineer's "Action" marking.

Initial Submittal: Provide five blue-line or black-line prints; the reproducible print will be returned.

Final Submittal: Provide 3 prints plus 2 additional prints where they are required for maintenance manuals. Two prints will be retained; the remainder will be returned. One of the prints returned will be marked -up and maintained by the Contractor as a "Record Document".

Product Data: General information required specifically as product data includes manufacturers standard printed recommendations for application and use, compliance with recognized standards of trade associations and testing agencies, and the application of their labels and seals (if any), special notations of dimensions which have been verified by way of field measurement, and special coordination requirements for interfacing the material, product or system with other work.

Preparation: Collect required product data into a single submittal for each unit of work or system. Mark each copy to show which choices and options are applicable to the project. Where product data has been printed to include information on several similar products, some of which are not required for use on the project, or AR not included in this submittal, mark the copies to show clearly that such information is not applicable.

Where product data must be specially prepared for required products, materials or systems, because standard printed data is not suitable for use, submit data as "shop drawings" and not as "product data".

Submittals: Product data submittal is required for information and record and to determine that the products, materials and systems comply with the provisions of the contract documents. therefore, the initial submittal is also the final submittal, except where the Architect observes that there is non-compliance with the provisions of the contract documents and returns the submittal promptly to the Contractor marked with the appropriate "Action"

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Provide a preliminary single-copy submittal where required, for selection of options by the Architect.

Initial Submittal: Except as otherwise indicated in individual sections of these specifications, submit 3 copies of each required product data submittal, plus 2 additional copies where required for maintenance manuals. The Architect/Engineer will retain one copy, and will return the others marked with "Action" and corrections or modifications as required.

Do not submit product data or allow its use on the project, until compliance with the requirements of the contract documents has been confirmed by the Contractor.

Final Distribution: Furnish copies of product data to subcontractors, suppliers, fabricators, manufacturer, installers, governing authorities and others as required for proper performance of the work. Show distribution on transmittal forms.

Installation Copy: do not proceed with installation of materials, products and systems until a copy of product data applicable to the installation is in the possession of the installer. Do not permit the use of unmarked copies of product data in connection with the performance of the work.

Samples: Submit samples for the Architect's visual review of general generic kind, color, pattern, and texture, and for a final check of the coordination of these characteristics with other related elements of the work. Samples are also submitted for quality control comparison of these characteristics between the final samples submittal and the actual work as it is delivered and installed.

Refer to individual work sections of these specifications for additional sample requirements, which may be intended for examination or testing of additional characteristics. Compliance with other required characteristics is the exclusive responsibility of the Contractor; such compliance is not considered in the Architect's review and "Action" indication on sample submittals.

Documentation required specifically for sample submittals includes a generic description of the sample, the sample source or the product name or manufacturer, compliance with governing regulations and recognized standards. In addition, indicate limitations in terms of availability, sizes, delivery time, and similar limiting characteristics.

Refer to Division-15 and Division-16 sections for additional general requirements applicable to samples for mechanical and electrical work, respectively.

Closeout Submittals: Refer to individual sections of these specifications for specific

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submittal requirements of project closeout information, materials, tools and similar items.

Record Documents: Furnish set of original documents as maintained on the project site. Along with original marked-up record drawings provide 2 photographic copies of marked-up drawings, which the Contractor's option, may be reduced to not less than half size.

Operating and Maintenance Data: Furnish 2 bound copies of operating data and maintenance manuals.

Materials and Tools: Refer to individual sections of these specifications for required quantities of spare parts, extra and overrun stock, maintenance tools and devices, keys, and, similar physical units to be submitted.

Inspection and Test Reports: Classify each inspection and test report as being either "shop drawings" or "product data" depending on whether the report is specially prepared for the project, or a standard publication of workmanship control testing at the point of production. Process inspections and test reports accordingly.

Warranties: Refer to Section 01341 Guarantees/Warrantees, and each section of specifications for specific general requirements on warranties, product bonds, workmanship bonds and maintenance agreements, In addition to copies desired for the Contractor's use, furnish 3 executed copies of such warranties, bonds or agreements. Provide 2 additional copies where required for maintenance manuals.

Standards: Where submittal of a copy of standards is indicated, and except where copies of standards are specified as an integral part of a "Product Data" submittal, submit a single copy of standards for Architect's use. Where workmanship, whether at the project site or elsewhere is governed by standard, furnish additional copies of the standard to fabricators, installers and others involved in the performance of the work.

General Distribution: Provide additional distribution of submittals to subcontractors, suppliers, fabricators, installers, governing authorities, and others necessary for the proper performance of the work. Include such additional copies of submittals in the transmittal to the Architect/Engineer where the submittals are required to receive "Action" marking before final distribution. Record distributions on transmittal forms.

ARCHITECT/ENGINEER'S ACTION:

General Except for submittals for the record and similar purposes, where action and

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return on submittals is required or requested, the Architect will review each submittal, mark with appropriate "Action" and where possible return within 2 weeks of receipt. Where the submittal must be held for coordination the Architect/Engineer will so advise the Contractor without delay.

Action Stamp: The Architect will stamp each submittal to be returned with a uniform, self explanatory action stamp, appropriately marked and executed to indicate whether the submittal returned is for unrestricted use, final-but-restricted use (as marked), must be revised and re-submitted (use not permitted) or without action (as explained on the transmittal form).

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01340

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SECTION 01341 - GUARANTEES/WARRANTIES

GENERAL:

Submit Guarantees or Warranties in triplicate on firm's letterhead, properly executed and Enacted. Submit in the following form, unless specified otherwise:

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We, _____ (Firm Name) _____, hereby guarantee (or warrant) all _____ (DESCRIPTION OF WORK OR PRODUCT) _____ for a period of _____ years after the substantial completion of the Project indicated above, against _____ (DESCRIPTION OF THE SPECIFIC TYPES OF FAILURES OF MATERIAL AND/OR WORKMANSHIP)____, in accordance with the requirements of Section _____ (NUMBER)____, _____ (SECTION TITLE)____-, page _____ (NUMBER), article _____(NUMBER)____, of the Contract Documents.

Signed _____ (SUBCONTRACTOR)_____
by _____ (AUTHORIZED AGENT)
Title _____
Business Address _____

Signed _____(CONTRACTOR)_____
by _____(AUTHORIZED AGENT)_____
Title _____
Business Address _____

All Guarantees or Warranties supplied by suppliers or manufacturers shall be countersigned by the Sub Contractor and the General Contractor)

All signatures and seals (if required) shall be originals, no copies shall be accepted.

END OF SECTION 01341

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SECTION 01410 – SPECIAL INSPECTION AND STRUCTURAL TESTING

PART 1 - GENERAL

1.1 - GENERAL REQUIREMENTS

- A. Special Inspections and Structural Testing shall be in accordance with Section 1704.0 of the 2012 International Building Code portion of the 2016 Connecticut State Building Code with Supplements

1.2 - QUALIFICATIONS

- A. The Special Inspector shall be a Professional Engineer licensed in the State of Connecticut who is approved by the Structural Engineer of Record (SER), Owner, and Building Official.
- B. The testing laboratory shall be NVLAP accredited and approved by the Structural Engineer of Record (SER), Owner, and Building Official.
- C. The testing laboratory shall maintain a full time Professional Engineer licensed in the State of Connecticut on staff who shall stamp and sign all test reports. The Professional Engineer shall be responsible for the training of the testing technicians and shall be in responsible charge of the field and laboratory testing operations.
- D. Special Inspections shall be performed by inspectors who are either Professional Engineers (P.E.) or Engineers-In-Training (EIT) with an education and background in structural engineering except as indicated below.
1. Special Inspections of soils and foundations may be performed by inspectors who are either Professional Engineers (P.E.) or Engineers-In-Training (EIT) with an education and background in geotechnical engineering.
 2. Technicians performing sampling and testing of concrete shall be ACI certified Concrete Field-Testing Technicians - Grade 1.
 3. Inspectors performing inspections of concrete work may be ACI certified Concrete Construction Inspectors or International Code Council certified reinforced concrete special inspection in lieu of being a P.E. or EIT.

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4. Technicians performing tests or inspections of welds shall be AWS Certified Welding Inspectors; technicians performing ultrasonic testing shall also be certified as an ASNT Non-destructive Testing Technician Level II or Level III technician.
5. Technicians performing standard tests described by specific ASTM Standards shall have training in the performance of such tests and must be able to demonstrate either by oral or written examination competence for the test to be conducted. They shall be under the supervision of a Professional Engineer and shall not be permitted to independently evaluate test results.

1.3 - SUBMITTALS

- A. The Special Inspector and Testing Laboratory shall submit to the SER, Owner, and Building Official for review a copy of their qualifications which shall include the names and qualifications of each of the individual inspectors and technicians who will be performing inspections or tests.
- B. The Special Inspector and Testing Laboratory shall disclose any past or present business relationship or potential conflict of interest with the Contractor or any of the Subcontractors whose work will be inspected or tested.

1.4 - PAYMENT

- A. The Contractor shall engage and pay for the services of the Testing Laboratory directly. Scope of Work for testing, laboratory shall be as necessary to satisfy Building Official. The Owner shall engage and pay for the services of the Special Inspector.
- B. If any materials which require Special Inspections are fabricated in a plant which is not located within 50 miles of the project location, the Contractor shall be responsible for the travel expenses of the Special Inspector or Testing Laboratory.
- C. The Contractor shall be responsible for the cost of any retesting or re-inspection of work which fails to comply with the requirements of the Contract Documents.

1.5 - CONTRACTOR RESPONSIBILITIES

- A. The Contractor shall cooperate with the Special Inspector and his agents so that the Special Inspections and testing may be performed without hindrance.
- B. The Contractor shall notify the Special Inspector or Testing Laboratory at least 24 hours in advance of a required inspection or test.

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- C. The Contractor shall provide incidental labor and facilities to provide access to the work to be inspected or tested, to obtain and handle samples at the site or at source of products to be tested, to facilitate tests and inspections, storage and curing of test samples.
- D. The Contractor shall keep at the project site the latest set of construction drawings, field sketches, approved shop drawings, statement of special inspections, and specifications for use by the inspectors and testing technicians.
- E. The Special Inspection program shall in no way relieve the Contractor of his obligation to perform work in accordance with the requirements of the Contract Documents or from implementing an effective Quality Control program.
- F. The Contractor shall be solely responsible for construction site safety.

1.6 - LIMITS ON AUTHORITY

- A. The Special Inspector or Testing Laboratory may not release, revoke, alter, or enlarge on the requirements of the Contract Documents.
- B. The Special Inspector or Testing Laboratory will not have control over the Contractor's means and methods of construction.
- C. The Special Inspector or Testing Laboratory shall not be responsible for construction site safety.
- D. The Special Inspector or Testing Laboratory has no authority to stop the work.

1.7 - STATEMENT OF SPECIAL INSPECTIONS

- A. The Statement of Special Inspections shall be prepared by the Structural Engineer of Record (SER) per Connecticut Statute. CASE Form 101 - 2004 shall be used for the Statement of Special Inspections.
- B. The Statement of Special Inspections form shall be submitted with the application for Building Permit.

1.8 - RECORDS AND REPORTS

- A. Detailed reports shall be prepared of each inspection or test. Reports shall include:
 - 1. date of test or inspection
 - 2. name of inspector or technician

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3. location of specific areas tested or inspected
 4. description of test or inspection and results
 5. applicable ASTM standard
 6. weather conditions
 7. Professional Engineer's stamp and signature
- B. Interim reports from Special Inspector shall be submitted at the conclusion of each phase of work. Reports for all inspections and tests shall be received by the Building Official.
- C. Reports shall be addressed to the Building Official with copies sent to the SER, Architect, and Contractor.
- D. Any discrepancies from the Contract Documents found during the Special Inspection phase shall be immediately reported to the Contractor. If the discrepancies are not corrected, the Special Inspector shall notify the SER and Building Official.
- E. The Testing Laboratory shall immediately notify the SER by telephone or fax of any test results which fail to comply with the requirements of the Contract Documents.
- F. Reports shall be submitted within 7 days of the inspection or test. Hand written reports may be submitted if final typed copies are not available.
- G. At the completion of the work requiring Special Inspections, each inspection agency and testing laboratory shall provide a statement to the Special Inspector that all work was completed in substantial conformance with the Contract Documents and that all appropriate inspections and tests were performed.

1.9 - FINAL REPORT OF SPECIAL INSPECTIONS

- A. The Final Report of Special Inspections shall be completed by the Special Inspector and submitted to the SER and Building Official prior to the issuance of a Certificate of Use and Occupancy.
- B. CEPP/SEC Form 102 - 1999 shall be used for the Final Report of Special Inspections.
- C. The Final Report of Special Inspections will certify that all required inspections have been performed and will itemize any discrepancies which were not corrected or resolved.

1.10 - SCHEDULE OF INSPECTIONS AND TESTS

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- A. Required inspections and tests are described in the attached Schedule of Special Inspections and in the individual specification sections for the items to be inspected or tested.

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SECTION 01500 -TEMPORARY UTILITIES AND FACILITIES

PART 1 - GENERAL:

RELATED DOCUMENTS:

Drawings and general provisions of the contract, including General and Supplementary conditions and other Division -1 Specification section, apply to the work of this section.

DESCRIPTION OFF REQUIREMENTS:

Utilities: The Owner shall bear the cost of all electrical power supply to the General Contractor. The General Contractor shall bear the cost of any and all distribution of the above as required by and for the duration of the project.

The Owner reserves the right to determine the amount and point (s) of origin of the energy supply, and to vary same if he so desires.

The Owner reserves the right to discontinue the provisions of temporary utilities if, in his / her opinion, their uneconomical use is creating an unreasonable financial burden on the Owner.

Provide distribution systems as required for the prosecution of the work, in accordance with all applicable codes, regulation and standards of N.E.C.

Sanitary Facilities: The Owner will allow the General Contractor the use of on-site designated toilet facilities. There will be one such facility provided somewhere on site. The General Contractor shall have the responsibility of maintaining said facility in a clean and orderly manner. This shall include, but not be limited to; maintaining all means of egress (i.e. corridors, passages, etc.) which allow the General Contractor and his subs to use the facility.

The Owner reserves the right to stop the General Contractor and his sub-contractors from Use of the facility if, in the Owner's mind, the facility is being abused.

END OF SECTION 01500

SECTION 01500 - TEMPORARY UTILITIES & FACILITIES

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SECTION 06100 – ROUGH CARPENTRY

PART 1- GENERAL

RELATED DOCUMENTS

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

SUMMARY OF THE WORK:

Rough Carpentry includes carpentry work not specified as part of other sections and which is generally not exposed, except as otherwise indicated. Rough carpentry includes the following work items:

- Wall and roof framing with dimensioned lumber
- Floor and roof sheathing
- Wood grounds, nailers and blocking
- Pressure treated wood
- Concealed wood blocking for support of toilet and bathroom accessories

SUBMITTALS:

Shop Drawings: Shop drawings shall be provided by the manufacturer showing layout and details necessary for determining fit and placement in the building.

Design Calculations: Design calculations, as applicable herein, shall be prepared and submitted by the manufacturer under supervision of a professional engineer registered in the State of Connecticut.

Material Certificates: Where dimensional lumber is provided to comply with minimum allowable unit stresses, submit listing of species and grade selected for each use, and submit evidence of compliance with specified requirements. Compliance may be in form of a signed copy of applicable portion of lumber producer's grading rules showing design values for selected species and grade. Design values shall be as approved by the Board of Review of American Lumber Standards Committee.

Wood Treatment Data: Submit for each type specified, include certification by treating plant, stating type of preservative solution and pressure process used, net amount of preservative retained and conformance with applicable standards.

Pressure and Fire-Retardant Treatment: Include certification by treating plant that treated material complies with specified standard and other requirements.

PRODUCT HANDLING:

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Delivery and storage: Keep materials under cover and dry. Protect against exposure to weather and contact with damp or wet surfaces. Stack lumber as well as plywood and other panels; provide for air circulation within and around stacks and under temporary coverings including polyethylene and similar materials.

PROJECT CONDITIONS:

Coordinate Fit carpentry work to other work; scribe and cope as required for accurate fit. Correlate location of furring, nailers, blocking, grounds and similar supports to allow attachment of other work. Review all drawings and specification sections to coordinate the needs of all related trades.

PART 2 - PRODUCTS

DIMENSION LUMBER

General: Comply with the "American Softwood Lumber Standard" PS-20 and with applicable grading rules of inspection agencies certified by American Lumber Standard Committee (ALSC) Board of Review. Normal sizes are shown or specified.

Roof framing: All roof framing shall be Douglas Fir-Larch (North), No.2 grade or better with the following allowable unit stresses per NDS, 1997 Edition:

Bending (single use)	850 psi
Tension Parallel to Grain	500 psi
Compression Parallel to Grain	1400 psi
Shear Parallel to Grain	95 psi
Compression Perpendicular to Grain	625 psi
Modulus of Elasticity	1,600,000 psi

Wall framing: All wall framing shall be Douglas Fir-Larch (North), Stud grade or better with the following allowable unit stresses per NDS, 1997 Edition:

Bending (single use)	650 psi
Tension Parallel to Grain	400 psi
Compression Parallel to Grain	1400 psi
Shear Parallel to Grain	95 psi
Compression Perpendicular to Grain	900 psi
Modulus of Elasticity	1,400,000 psi

Grade Stamps: Factory-mark each piece of lumber with grade stamp of inspection agency evidencing compliance with grade rule requirements and identifying grading agency, grade, species, moisture content of time of surfacing and mill.

Provide dressed lumber, S4S, dry, with not-greater-than 19% maximum moisture content.

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Blocking lumber: Construction grade size lumber of any species per WCLIB or WWP. Moisture content 19% maximum. Factory mark with grade stamp of inspection agency required.

Nominal sizes: are indicated, except as shown by detail dimensions. Provide actual sizes as required by PS-20 for moisture content specified for each use.

Dimension, Lumber: In compliance with National Forest Products Association Standard NDS (current edition) National Design Specifications for Wood Construction and in accordance with Design Values Joist and Rafters- Visually graded NLGA grading agency.

Pressure Treated Lumber:

Provide pressure treated lumber for all wood cants, nailers, curbs, blocking, stripping, and similar members used in connection with roofing, exterior framing, flashing, vapor barriers, waterproofing, all wood sills, sleepers, blocking, furring, stripping, and similar concealed members in contact with masonry or concrete.

All lumber exposed to the weather shall be pressure treated, CCQ Types B & D or CBA-A or CA-B. Level of treatment shall be in accordance with AWWA Standards for retention based on the end use application (above ground use, ground contact, decking).

All metal hangers used in conjunction with pressure treated wood shall be hot dipped galvanized with G-185 coating thickness to prevent corrosion of the embedded metal with copper based preservatives.

SHEATHING

Wall Sheathing: APA rated sheathing, 1/2". Exposure I.

Roof Sheathing: APA rated sheathing, 3/4". Exposure I.

Subflooring: APA rated sheathing, 3/4" tongue and groove, screwed and glued, Exposure I.

Identification: Identify each plywood panel with appropriate APA, American Plywood Association, trademark.

MISCELLANEOUS FASTENERS AND MATERIALS:

Fasteners and Anchorages: Provide size, type, material and finish as indicated and as recommended by applicable standards, complying with applicable Federal Specifications for nails, staples, screws, bolts, nuts, washers and anchoring devices.

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Provide metal hangers and framing anchors of the size and type recommended by the manufacturer for each use including recommending nails.

Where rough carpentry work is exposed to weather, in ground contact, or in areas of high relative humidity, provide fasteners and anchorages with a hot-dip zinc coating (ASTM A 153).

Building Paper: Asphalt saturated felts, non-perforated, ASTM D 226.

PART 3 - EXECUTION

INSTALLATION, GENERAL:

Discard units of material with defects which might impair quality of work and units which are too small to use in fabricating work with minimum joints or optimum joint arrangement.

Set carpentry work to required levels and lines, with members plumb and true to line and cut and fitted.

Securely attach carpentry work to substrata by anchoring and fastening as shown and as required by recognized standards.

Countersink nail heads on exposed carpentry work and fill holes.

Use common wire nails, except as otherwise indicated. Use finishing nails for finish work. Select fasteners of size that will not penetrate members where opposite side will be exposed to view or will receive finish materials. Make tight connections between members. Install fasteners without splitting of wood; pre-drill as required.

WOOD GROUND, NAILERS, BLOCKING AND SLEEPERS:

Provide wherever shown and where required for screeding or attachment of other work. Form to shapes as shown and cut as required for true line and level of work to be attached. Coordinate location with other work involved.

Attach to substrates as required to support applied loading. Countersink bolts and nuts flush with surfaces, unless otherwise indicated. Build into masonry during installation of masonry work. Where possible, anchor to form work before concrete placement.

Provide permanent grounds of dressed, preservative treated, key-beveled lumber not less than 1/2H wide and of thickness required to bring face of ground to exact thickness of finish material involve. Remove temporary grounds when no longer required.

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Wood Framing - General: Provide framing members of sizes and on spacing shown and frame openings as shown. Do not splice structural members between supports. Anchor and nail as shown, and to comply with "Nailing Schedule" of BOCA.

INSTALLATION OF CONSTRUCTION PANELS:

General: Comply with applicable recommendations contained in Form No. E 30 F, APA Design/Construction Guide - Residential ~ Commercial" for types of construction panels and applications indicated.

Fastening Methods: Fasten gypsum panels with self-drilling self-tapping bugle head type screws. Fasten wood panel with nail or staples to wood framing following recommended nailing schedule.

Plywood Backing Panels: Nail to supports

Holes, Cuts and notches not previously approved by the manufacturer shall not be permitted.

Provide minimum fasteners required by manufacturers for properly securing members in place, ready to receive design forces.

JOIST FRAMING:

General: Provide framing of sizes and spacing's shown. Support ends of each member with not less than 3½" of bearing. Attach to wood bearing members by toe nailing or metal connectors; frame to wood supporting members with wood ledgers as shown, or if not shown, with metal connectors.

Lap members framing from opposite sides of beams, girders or partitions not less than 4" or securely tie opposing members together. Provide solid blocking (2" thick by depth of joist) over supports.

Install double joists under non-load bearing partitions running parallel with the joist span.

FASTENING METHODS:

Wall sheathing: Nail along panel edges and at intermediate supports.

Roof Sheathing: Nail along panel edges and at intermediate supports. Provide support at unsupported long edges with "Ply-clips" or wood blocking.

Subflooring: Nail at panel ends and at intermediate supports.

END OF SECTION 06100

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SECTION 07200 – INSULATION

PART 1 – GENERAL

RELATED DOCUMENTS:

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

DESCRIPTION OF WORK:

Extent insulation work is shown on drawings and indicated by provisions of this section. Applications of insulation specified in this section include the following:

- Batt Insulation
- Fire Safing Insulation
- Rigid Perimeter Insulation
- Blanket Insulation
- Vapor Barrier

QUALITY ASSURANCE:

Thermal Resistivity: Where thermal resistivity properties of insulation materials are designated by r-values they represent the rate of heat flow through a homogenous material exactly 1" thick, measured by test method included in referenced material standard or otherwise indicated. They are expressed by the temperature difference in degrees F between the two exposed faces required to cause one BTU to flow through one square foot per hour at mean temperatures.

Fire Performance Characteristics: Provide insulation materials which are identical to those whose fire performance characteristics, as listed for each material or assembly of which insulation is a part, have been determined by testing, per methods indicated below, by UL or other testing and inspecting agency acceptable to authorities having jurisdiction.

Surface Burning Characteristics: ASTM E 84.

Fire Resistance Ratings: ASTM E 119.

Combustion Characteristics: ASTM E 136.

SUBMITTALS:

Product Data: Submit manufacturer's product literature and installation instructions for each type of insulation and vapor retarder material required.

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Certified Tests Reports: With product data, submit copies of certified test reports showing compliance with specified performance values, including r-values (aged values for plastic insulation's), densities, compression strengths, fire performance characteristics, perm ratings, water absorption ratings and similar properties.

DELIVERY, STORAGE, AND HANDLING:

General Protection: Protect insulation's from physical damage and from becoming wet, soiled, or covered with ice or snow. Comply with manufacturer's recommendations for handling, storage and protection during installation.

Protection for Rigid (Plastic) Insulation:

Do not expose to sunlight, except to extent necessary for period of installation and concealment.

Protect against ignition at all times. Do not deliver plastic insulating materials to project site ahead of installation time. Complete installation and concealment of plastic materials as rapidly as possible in each area of work.

PART 2 – PRODUCTS

ACCEPTABLE MANUFACTURERS:

Available Manufacturers: Subject to compliance with requirements, manufacturers offering products which may be incorporated in the work include, but are not limited to, the following:

Manufacturers of Rigid Insulation (wall cavity, under slab):

Construction Products Div., W.R. Grace & Co.
Dow - Blue

Manufacturer's of Rigid Roof Deck Insulation / Venting Systems:

Apachie ISO Products, LLC.
Atlas Roofing Corporation, Meridan, Ms.
Cornell Corporation, Wisconsin

Manufacturers of Batt Insulation:

CertainTeed Corp.
Manville Corp.
Owens-Corning Fiberglas Corp.

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Manufacturers of Fire Safing Insulation:

Manville Corp.

United States Gypsum Co.

INSULATING MATERIALS:

General: Provide insulating materials which comply with requirements indicated for materials, compliance with referenced standards, and other characteristics.

Performed Units: Sizes to fit applications indicated, selected from manufacturer's standard thickness, widths and lengths

Rigid Board Insulation for Cavity walls and Foundations:

Rigid (Extruded Polystyrene) Insulation Rigid, cellular thermal insulation and integral high density skin formed by the extrusion of polystyrene resin in an extrusion process to comply with ASTM C 578 for Type indicated; and as follows: Type IV, 3.0 lb. /cu. ft. min. density, 5 year aged r-value of 5.4 and 5.0 at 40 and 75 dig's (5.4 and 23.9 deg.C), Compressive strength 25 lb/min ASTM D 1621, water absorption 0.1% by Volume ASTM C 272.

Faced Batt / Blanket & Unfaced Batt / Blanket Insulation: Thermal insulation produced by combining mineral fibers of type described below with thermosetting resins to comply with ASTM C 665 for Type I (blankets without membrane facing); and as follows:

Mineral Fiber Type: Fibers manufactured from glass.

Combustion Characteristics: Passes ASTM E 136 test.

Surface Burning Characteristics: Maximum flame spread and smoke developed values of 25 and 50, respectively.

Thermal Conductivity (k) = 0.27

Faced Batt/Blanket Insulation: Thermal insulation produced by fiber type described below with thermosetting resin to comply with ASTM C665 for type III, Class A (blankets with reflective vapor retarder membrane facing with flame spread of 25 or less) foil - scrim - vapor retarder membrane on one face, respectively.

Mineral Fiber Type: Fibers manufactured from glass.

Combustion Characteristics: Passes ASTM E 136 test.

Surface Burning Characteristics: Maximum flame spread and smoke developed values of 25 and 50, respectively.

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Thermal Conductivity (k) = 0.27

Fire Safing Insulation: Semi-rigid, self-supporting, unfaced, blanket insulation composed of mineral fibers (not glass), thermal conductivity of 0.23, and not less than one pound per cubic foot density.

Polyethylene Vapor Retarder: 6 mil polyethylene fiber with laboratory tested vapor transmission rating of 0.2 perms, natural color.

PART 3 – EXECUTION

INSPECTION AND PREPARATION:

Require Installer to examine substrates and conditions under which insulation work is to be performed. A satisfactory substrate is one that complies with requirements of the section in which substrate and related work is specified. Obtain Installer's written report listing conditions detrimental to performance of work in this section. Do not proceed with installation of insulation until unsatisfactory conditions have been corrected.

Clean substrates of substances harmful to insulation.

INSTALLATION, GENERAL:

Comply with manufacturer's instructions for particular conditions of installation in each case. If printed instructions are not available or do not apply to project conditions, consult manufacturer's technical representative for specific recommendations before proceeding with work.

Extend insulation full thickness as shown over entire area to be insulated. Cut and fit tightly around obstructions, and fill voids with insulation. Remove projections which interfere with placement.

Apply a single layer of insulation of required thickness, unless otherwise shown or required to make up total thickness.

INSTALLATION OF PERIMETER AND UNDER-SLAB INSULATION:

On vertical surfaces, set units in adhesive applied in accordance with manufacturer's instructions. Use type of adhesive recommended by manufacturer of insulation

INSTALLATION OF BATT/BLANKET INSULATION:

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Install batt/blanket insulation throughout the building, as indicated on plans and sections, meeting required thickness and number of layers indicated.

Install fire safing insulation at the top of all concrete masonry units, terminating at the underside of deck into miscellaneous voids, pipe, duct penetrations, etc. and where otherwise indicated. Compact loose fire safing insulation to approximately 40% of normal maximum volume.

PROTECTION:

General: Protect installed insulation from harmful weather exposures and from possible physical abuses, where possible by non-delayed installation of concealing work or, where that is not possible, by temporary covering or enclosure.

INSTALLATION OF VAPOR RETARDERS:

General: Extend vapor retarder to extremities of areas to be protected from vapor transmission. Secure in place with adhesives or other anchorage systems as indicated. Extend vapor retarder to cover miscellaneous voids in insulated substrates, including those which have been stuffed with loose fiber type insulation.

Seal vertical joints in vapor retarders over framing by lapping not less than 2 framing members. Fasten vapor retarders to framing, end and bottom edges, at perimeter of wall openings and at lap joints.

Seal overlapping joints in vapor retarders with adhesives per vapor retarder manufacturer's printed directions. Seal butt joints and fastener penetrations with tape recommended by vapor retarder manufacturer.

Seal joints caused by pipe, conduits, electrical boxes and similar items penetrating vapor retarder with cloth or aluminized type of type recommended by vapor retarder manufacturer to create an air-tight seal between penetrating objects and vapor retarder.

Repair any tears or punctures in vapor retarder immediately before concealment by other work. Cover with tape or another layer of vapor retarder.

END OF SECTION 07200

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SECTION 07840 - FIRESTOPPING

PART 1 - GENERAL

RELATED DOCUMENTS:

Drawings and general provision of Contract, including General and Supplementary Conditions and Division 1 - Specification section, apply to work of this section.

DESCRIPTION OF WORK

The extent and location of Fire-stopping is based on the levels of fire separation requirements shown on the Contract Documents.

This Section includes:

Through - penetrations fire-stopping in fire rated construction
Construction - gap fire-stopping of the same or different materials in fire rated construction.
Construction - gap fire-stopping occurring within fire rated wall, floor or floor - ceiling assemblies.
Construction - gap fire-stopping occurring at the top of fire-rated walls.
Through - penetration smoke - stopping in smoke partitions.
Construction -gap smoke-smoke in smoke partitions.

REFERENCES:

Underwriter's laboratories

Through - penetration fire-stop devices XHCR
Fire resistance ratings BXUV
Through-penetration fire-stop systems XHEZ
Fill void or cavity material XHHW

U.L. 1479 test method for fire test of through-penetration fire-stops, including optional air leak test.

U.L. component listing and test criteria.

Warnock Hersey

American Society for Testing and Material Standards ASTM

CIE/DIN age testing.

DEFINITIONS:

Assembly: Particular arrangement of materials specific to given type of construction detail in referenced documents.

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Barriers: Time rated fire walls, smoke barrier walls, time rated ceiling / floor assemblies and structural floors.

Fire-stopping: Methods and materials apply in penetrations and unprotected openings to limit spread of heat, gasses and smoke.

Penetration: Opening or foreign material passing through or into barrier or structural floor such that full thickness of rated materials is not obtained.

Construction gaps: Gaps between top of wall and ceiling, and structural floors or roof decks; and gaps between adjacent sections of structural floors.

System: Specific products and applications classified and numbered by Underwriters Laboratories, Inc. to close specific barrier penetrations.

Sleeve: Metal fabrication or pipe section extending through thickness of barrier and used to permanently guard penetration. Sleeves are described as part of penetrating system in other sections and may or may not be required.

SYSTEM DESCRIPTION:

Design requirements:

Fire -rated construction: maintain barrier and structural floor fire resistance ratings including resistance to cold smoke at all penetrations, connections with others surfaces or types of construction, at separations required to permit building movement and sound or vibration absorption, and at other construction gaps.

Smoke barrier construction: maintain barrier and structural floor resistance to cold smoke at all penetrations, connections with other surfaces and types of construction and at all separations required to permit building movement and sound or vibration adsorption, and at other construction gaps.

QUALITY CONTROL

Deliver materials in their original, unopened containers bearing manufacturer's labels certifying contents.

Installer's qualifications: A firm experienced in installation or application of systems similar in complexity to those for this project, plus the following;

Acceptable to or licensed by the manufacturer, state or local authority where applicable.
At least 2 continuous years experienced with the indicated systems.
Successfully completed at least 5 comparable scale projects using systems indicated.

SUBMITTALS

Product Data in accordance with Section 01340

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Shop Drawings: Indicate dimensions, description of materials and finishes, general construction, specific modifications, component connections, anchorage methods, hardware and installation procedures, plus the following specific requirements;

Details of each proposed assembly identifying intended products and applicable UL system number, UL classified device.

Manufacturer or manufacturer's representative shall provide engineering judgments and drawings relating to non-standard applications as needed.

Applicator's qualifications statement.
List of past projects indicating required experience.

Provide local building and fire official copies of approved shop drawings and product materials data for their own use and review, prior to installation.

Certificate: Submit certificates from manufacturers of joint sealers attesting that their products comply with specification requirements and are suitable for use intended.

JOB CONDITIONS

Weather Conditions:

Do not proceed with installation of fire-stopping under adverse weather conditions, or when temperatures are below manufacturer's recommended limitations.

Delivery, Storage & Handling:

Deliver materials to project site in original unopened containers with labels informing about manufacturer, product name and designation, color, expiration period for use, pot life, and curing time.

Store and handle materials to prevent their deterioration or damage due to moisture, temperature changes, contaminants, or other causes.

Meet or exceed the minimum environmental conditions as recommended by the manufacturer for ventilation, masking, drop clothes, temperature and humidity conditions.

GUARANTEE:

Submit copies of written guarantee agreeing to repair or replace joint sealers which fail in

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joint adhesion, extrusion resistance, migration resistance or general durability, or appearance to deteriorate in any other manner not clearly specified by submitted manufacturer's data as an inherent quality of the material for the exposure indicated. The guarantee period shall be for one year from date of substantial completion as issued by the Architect / Engineer.

PART 2 - PRODUCT

Materials:

Through - penetrations fire-stopping of fire-rated construction:

Systems or devices listed in the U.L. Fire Resistance Directory under categories XHCR and XHEZ may be used, providing that it conforms to the construction type, penetrant type, annular space requirements and fire rating involved in each separate instance, and that the system be symmetrical for wall applications, Systems or devices must be asbestos-free. Mortar systems must be Warnock Hersey approved.

Additional requirements: Withstand the passage of cold smoke either as an inherent property of the system, or by the use of a separate product included as a part of the U.L. system or device, and designed to perform this function.

Acceptable manufacturers and products:

Those listed in the U.L. Fire Resistance Directory for the U.L. System involved or Mortar systems approved by Warnock Hersey.

All fire-stopping products must be from a single manufacturer. All trades shall use products from the same manufacturer.

Construction-gap fire-stopping of fire - rated construction:

Fire-stopping at construction gaps between edges of floor slabs and exterior wall construction.

Fire-stopping at construction gaps between tops of partitions and underside of structural systems.

Fire-stopping at construction gaps between tops of partitions and underside of ceiling or ceiling assembly.

Fire-stopping of control joints in fire rated masonry partitions.

Fire-stopping expansion joints.

Acceptable manufacturers and products - those listed in the U.L. Fire Resistance Directory for U.L. System involved.

Smoke-stopping partitions:

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Through-penetrations smoke-stopping: any system complying with the requirements for through-penetrations fire-stopping in fire-rated construction is acceptable provided that the system includes the specified smoke seal or will provide a smoke seal. The length of time of the fire resistance may be disregarded.

Construction smoke-stopping: Any system complying with the requirements for construction-gap fire-stopping in fire-rated construction is acceptable provided that the system includes the specified smoke seal or will provide a smoke seal. The length of time of the fire resistance may be disregarded.

ACCESSORIES:

Fill, void or cavity materials: As classified under category XHHW in the U.L. Fire Resistance Directory.

Forming materials: As classified under category XHKU in the U.L. Fire Resistance Directory.

PART 3 - EXECUTION

Verification of Conditions: Examine areas and conditions under which work is to be performed and identify conditions detrimental to proper or timely completion.

Verify penetrations are properly sized and in suitable conditions for application of materials.

Do not proceed until all unsatisfactory conditions have been corrected. Prepare a written list of deficiencies found and notify the Architect / Engineer.

Commencement of work indicates acceptance of conditions and will become the full responsibility of the installer.

PREPARATION:

Clean surfaces to be in contact with penetrations seal materials of dirt, grease, oil, loose materials, rust or other substances that may affect proper fitting, adhesion or the required fire resistance.

INSTALLATION

Install penetration seal materials in accordance with printed instructions of the U.L. Fire Resistance Directory or Mortars per Warnock Hersey approval and in accordance with manufacturer's instruction.

Seal holes or voids made by penetrations to insure an effective smoke barrier.

Where floor openings without penetrating items are more than four inches in width and subject to traffic or loading, install fire-stopping materials capable of supporting same

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loading as floor.

Protect materials from damage on surfaces subject to traffic.

Where large openings are created in wall or floors to permit installation of pipes, duct, cable tray, bus duct or other items, close unused portions of opening with fire-stopping materials tested for the application. See U.L. Fire resistance Directory or Warnock Hersey approvals.

Install smoke stopping as specified for fire-stopping.

Where rated walls are constructed with horizontally continuous air space, double width masonry or double stud frame construction, provide vertical 12 inch wide fiber dams for full thickness and height of air cavity at maximum 15 foot intervals.

Hold an inspection with the manufacturer's representative prior to the closure of walls etc., and before notification to inspectors to verify that proper assemblies and methods are used.

ADJUST and CLEANING:

Clean up spills of liquid components.

Neatly cut and trim materials as required.

Remove equipment, materials and debris, leaving the area in undamaged, clean condition.

END OF SECTION 07840

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SECTION 07915 - SEALANTS, CAULKING & SEALS

PART 1 - GENERAL

RELATED DOCUMENTS:

Drawings and general provision of Contract, including General and Supplementary Conditions and Division 1 - Specification section, apply to work of this section.

DESCRIPTION OF WORK

The extent and location of joint sealers are shown on the drawings and specified herein, including the placement and installation of sealant material at new / existing construction, drywall installation, and in areas of water seals.

The required application of Joint / sealers include, but are not necessarily limited to the following general locations;

Interior:

Joints between existing and new work

Other joints indicated.

Exterior:

Between new and existing construction.

Flashing

Sill and Threshold.

QUALITY CONTROL:

Deliver materials in their original, unopened containers bearing manufacturer's labels certifying contents.

SUBMITTALS:

Product Data: in accordance with Section 01340.

Sample: submit manufacturer's standard bead samples consisting of strips of actual products showing full range of colors available for each product exposed to view.

Certificate: Submit certificates form manufacturers of joint sealers attesting that their products comply with specification requirements and are suitable for intended use.

JOB CONDITIONS:

Weather Conditions: Do not proceed with installation of exterior sealant under adverse weather conditions, or when temperatures are below manufacturer's recommended limitations.

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Delivery, Storage & Handling:

Deliver materials to project site in original unopened containers with labels informing about manufacturer, product name and designation, color, expirations period for use, pot life, and curing time. Store and handle materials to prevent their deterioration or damage due to moisture, temperature changes, contaminants, or other causes.

PART 2 - PRODUCT

GENERAL REQUIREMENTS

Compatibility: Provide joint sealers, joint fillers, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by sealant manufacturer, based on testing and field experience.

SEALANT TYPES AND USES

Exterior Sealants:

Available Products: subject to compliance with requirements, products which may be incorporated in the work include;
Dow Corning - 790 Silicone Building Sealant
G.E. Silicone Construction Sealant - Silpur Weatherproofing Sealant
Pecora Corporation - 890 Silicone Building Sealant

Interior Sealants

Available Products: Subject to compliance with requirements, products which may be incorporated in the work include:
Pecora Corporation - AC-20 + Silicone
Bostic Sealants - Chem-Caulk 600
Dow Corning - 786 Silicone Sealant

MISCELLANEOUS MATERIALS

Joint Cleaner: Provide the type of joint cleaning compound recommended by the sealant manufacturer, for the joint surfaces to be cleaned.

Joint Primer/Sealer: Provide the type of joint primer/sealer recommended by sealant manufacturer, for the joint surfaces to be primed or sealed.

Sealant Backer Rod: Compressible rod stock polyethylene foam as recommended by

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sealant manufacturer. Provide size and shape of rod for joint indicated.

Bond Breaker Tape: Self-adhering, polyethylene tape or other plastic tape recommended by sealant manufacturer.

PART 3 - EXECUTION

EXAMINATION:

Examine joints indicated to receive joint sealers with installer present for compliance with requirements for joint configuration, installation tolerances and other conditions affecting joint sealer performance. Do not proceed with installation of joint sealers until unsatisfactory conditions have been correct.

JOINT SURFACE PREPARATION

Clean joint surfaces immediately before installation of sealant of substance detrimental to sealant bond.

Cure Sealants in accordance with manufacturer's instructions and recommendations.

PROTECTION AND CLEANING

Protect joint sealers during and after curing period from contact with contaminating substances or from damage resulting from construction operations or other causes so that they are without deterioration or damage at time of substantial completion. If despite such protection, damage or deterioration occurs, cut out and remove damaged or deteriorated joint sealers immediately and re-seal joints with new materials to produce joint sealer installations with repaired areas indistinguishable from original work.

Clean off excess sealant or sealant smears adjacent to joints as work progresses by methods and with cleaning materials approved by manufacturers of joint sealers and of products in which joints occur.

END OF SECTION 07915

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SECTION 09250 - GYPSUM DRYWALL

PART I - GENERAL

RELATED DOCUMENTS

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

DESCRIPTION OF WORK:

Type of work includes:

Gypsum drywall including screw-type wood / metal support system.

Interior gypsum drywall ceiling/soffits.(impact resistant)

Drywall finishing (joint tape-and-compound treatment).

QUALITY ASSURANCE:

Fire-Resistance Rating: Where gypsum drywall systems with fire-resistance ratings are indicated, provide materials and installations which are identical with those of applicable assemblies tested per ASTM E 1 19 by fire testing laboratories acceptable to authorities having jurisdiction.

Single-Source Responsibility: Obtain gypsum board products from a single manufacturer, or from manufacturer recommended by the prime manufacturer of gypsum boards.

SUBMITTALS:

Product Data Submit manufacturer's product specifications and installations instructions for each gypsum drywall and sheathing component, including other data as may be required to show compliance with these specifications.

DELIVERY, STORAGE AND HANDLING

Deliver materials in original packages, containers or bundles bearing brand name and identification of manufacturer or supplier.

Store materials inside under cover, and in manner to keep them dry, protected from weather, direct sunlight, surface contamination, corrosion and damage from construction traffic and other causes. Neatly stack gypsum board flat to prevent sagging.

Handle Gypsum Board to prevent damage to edges, ends or surfaces. Protect metal corner beads and trim from being bent or damaged.

PROJECT CONDITIONS:

Environmental requirements, General: Comply with requirements of referenced gypsum board application standards and recommendations of gypsum board manufacturer, for environmental conditions before, during and after application of gypsum board.

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Cold Weather Protection: When ambient outdoor temperatures are below 55 degrees F, maintain continuous, uniform, comfortable building working temperatures of not less than 55 degrees F for a minimum period of 48 hours prior to , during and following application of gypsum board and joint treatment or bonding of adhesive.

Ventilation: Ventilate building spaces as required to remove water in excess of that required for drying of joint treatment material immediately after application. Avoid drafts during dry, hot weather to prevent too rapid drying.

PART 2 - PRODUCTS

ACCEPTABLE MANUFACTURERS:

Available Manufacturers: Subject to compliance with requirements, manufacturers offering products which may be incorporated in the work include, but are not limited to, the following:

Wood Stud and Support Systems:

This project is a wood framed (wood stud, Joist floors & trussed roof) system.

Direct Suspension Systems:

Chicago Metallic Corp.

Donn Corporation

United States Gypsum Co.

Gypsum Board and Related -Products American Gypsum Co.

Gold Bond Building Products Div., National Gypsum Co.

United States Gypsum Co.

National Gypsum Co.

Georgia Pacific Company

METAL SUPPORT MATERIAL.

Ceiling Support Materials and Systems:

General: Size ceiling support components to comply with ASTM C 754 unless otherwise indicated.

Hanger Wire: ASTM A 641, soft, Class I, galvanized.

Hanger Anchorage Devices: Screws, clips, bolts, or other devices applicable to the indicated method of structural anchorage for ceiling hangers and whose suitability for use intended has been proven through standard construction practices or by certified test data. Size devices for 3x calculated load supported.

Direct Suspension System. Manufacturer's standard zinc-coated steel system of furring runners, furring tees, and accessories designed for concealed support of gypsum drywall ceilings; of proper type for use intended.

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Support Materials:

Steel framing of size and spacing indicated on drawings, framing meeting ASTM C 645

Steel Rigid Furring Channels: ASTM C-645, C shaped, depth and minimum thickness base metal as follows: Depth: 1 1/2" unless otherwise indicated.

Resilient Channels: ASTM C 645 resilient channel furring 2 1/2" wide x 1/2" total height, base metal.

Z shaped Furring Channels ASTM C 645, Z shaped, depth and minimum thickness base metal as follows: Depth as indicated.

Control Joint ASTM C-645, V shaped, depth and minimum thickness base material, 1 3/4" wide x 1/2".

Wall / Floor / Roof Support Materials:

Studs: refer to 06100 Rough Carpentry for general information on wood framing and members.

Typically 2" x 4" and 2" x 6" studs spaced at 16" O/C.

Wood roof trusses spaced typically at 24" O/C.

Wood Truss / 'I' Series type floor joist spaced as indicated.

GYPSUM BOARD:

Gypsum Wallboard: At **RATED ASSEMBLIES** ASTM C 36, of types, edge configuration and thickness indicated below, in minimum lengths available to minimize end-to-end butt joints.

Type: **Type X Fire Code (F.C.)** Unless Otherwise Noted: for fire-resistant rated assemblies and where indicated.

Edges: Tapered

Thickness: 5/8", regular unless otherwise indicated.

Size: 4' x 8' size sheets min..

Gypsum Wallboard: At **NON RATED ASSEMBLIES** ASTM C 36, of types, edge configuration and thickness indicated below, in minimum lengths available to minimize end the butt joints.

Type: Regular

Edges: Tapered

Thickness: 5/8", regular unless otherwise indicated.

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Water-Resistant Gypsum Board: ASTM C-63G (including F.C. at rated assemblies) and as follows:

Grade WR: Water - resistant treated core.

Tapered Edges

Thickness: 5/8"

Size: 4'-0" x 8'-0" min.

Dens-Glass: for Exterior Wall rated Assemblies where indicated. (ASTM C 4442 based on tests in accordance with ASTM C 473).

Thickness, nominal: 5/8"

Edges: Square edges

Flexural Strength Parallel 80 lbs.s.f.

Perpendicular 230 lbs. vs.

R Value .65

Surface burning characteristics: Flame Spread

(Per ASTM E 84)

Size: 4' x 8' min.

TRIM ACCESSORIES

General- Provide manufacture's standard trim accessories of types indicated for drywall work normally expected for type of work, formed of galvanized steel, with either knurled and perforated flanges for nailing or stapling, and beaded for concealment of flanges in joint compound. Provide comer beads, L-type edge trim-beads, and one-piece control joint beads. Following recommendations from manufacturer and meeting required spaces.

JOINT TREATMENT MATERIALS:

General- ASTM C-475; type recommended by the manufacturer for the application indicated, except as otherwise indicated.

Joint Tape Fiberglass drywall tape

Joint Compound: Ready-mixed taping compound for base and tape coat, & topping joint compound for finished coats.

Grade: 2 separate grades; one specifically for bedding tapes and filling depressions, and one for topping and sanding.

MISCELLANEOUS MATERIALS:

General: Provide auxiliary materials for gypsum drywall work of the type and grade recommended by the manufacturer of the gypsum board.

Gypsum Board Screws: Comply with ASTM C 646

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Concealed Acoustical Sealant: Nondrying, non-hardening, non-skinning, non-staining, non-bleeding, gunnable sealant for concealed applications per ASTM C 919 at all interior partitions and space separations.

PART 3 - EXECUTION

PREPARATION FOR METAL SUPPORT SYSTEMS:

Ceiling Anchorage's Coordinate work with structural ceiling work to ensure that inserts and other structural anchorage provisions have been installed to receive ceiling hangers.

INSTALLATION OF METAL SUPPORT SYSTEMS:

Ceiling Support Suspension Systems:

Secure hangers to structural support by connecting directly to structure where possible, otherwise connect to inserts, clips or other anchorage devices or fasteners as indicated.

Space main runners: Space 1 1/2" main runners channels at 4'-0" o/c. and space hangers within 6" of wall. Erect metal furring channels at right angles to 1 1/2" carrying channels or main supports, spaced not to exceed 24" o/c, and within 6" of walls, except as otherwise shown. Provide a 1" clearance between furring ends and abutting walls.

Level main runners. to a tolerance of 1/4" in 12'- 0", measured both lengthwise on each runner and transversely between parallel runners.

Direct-hung Metal Support System Attach perimeter wall track or angle wherever support system meets vertical surfaces. Mechanically join support members to each other and butt-cut to fit into wall track.

Install auxiliary framing at termination of drywall work, and at openings for light fixtures and similar work, as required for support of both the drywall construction and other work indicated for support thereon.

Wall/Partition Support Systems:

Install supplementary training blocking and bracing at terminations in the work and for support of fixtures, equipment serviced, heavy trim, grab bars, toilet accessories, furnishings, and similar work to comply with details indicated or if not otherwise indicated, to comply with applicable published recommendations of gypsum board manufacturer, or if not available, of "Gypsum Construction Handbook" published by United States Gypsum Co..

Provide wood blocking for toilet partitions and accessories of pressure treated 2"x 10" members secured to studs with a minimum of 3 fasteners, capable of resisting 300 pounds.

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Space studs 16" o/c., unless otherwise indicated.

GENERAL GYPSUM BOARD INSTALLATION REQUIREMENTS.

Applicator must examine areas and conditions under which drywall and framing work is to be

applied and notify Contractor and Architect in writing of conditions detrimental to proper and timely completion of work. Do not proceed with work until unsatisfactory conditions have been corrected in a manner acceptable to Architect.

Gypsum Board Application and Finishing Standards: ASTM C 840 and GA 216

Locate exposed end-butt joints as far from center of walls and ceilings as possible, and stagger not less than 1' - 0" in alternate courses of board.

Install ceiling board in the direction and manner which will minimize the number of end butt joints, and which will avoid end joints in the central area of each ceiling. Staggered end joints at least 1' - 0".

Install wall partition boards vertically to avoid end-butt joints where possible, At stairwells and similar high walls, install boards horizontally with end joints staggered over studs.

Install Exposed gypsum board with face side out. Do not install imperfect, damaged or damp boards. Butt boards together for a light contact at edges and ends with not more than 1/16" open space between boards. Do not force into place.

Locate either edge or end joints over supports, except in horizontal applications or where intermediate supports or gypsum board back-blocking is provided behind end joints. Position boards so that like edge abut, tapered edges against tapered edges and mill-cut or field-cut ends. Do not place edges against cut edges or ends. Stagger vertical joints over different studs on opposite side of partitions.

Attach Gypsum board to supplements framing and blocking provided for additional support at openings and cutouts.

Form control joints and expansion joints with space between edges of boards, prepared to receive trim accessories.

Cover both faces of stud partition framing with gypsum board in concealed spaces (above ceilings, etc.), except in chase walls which are braced internally.

Except where concealed application is required for sound, fire, air or smoke ratings, coverage may be accomplished with scraps of not less than 8 sq. ft. area, and may be limited to not less than 75% of full coverage.

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Isolate perimeter of non-load-bearing drywall partitions at structural abutments. Provide 1/4" to 1/2" space and trim edge with finish edge trim. Seal joints with acoustical sealant.

Floating Construction: Where feasible, including where recommended by manufacturer, install gypsum board over wood framing, with "floating" internal corner construction.

Space fasteners in gypsum board in accordance with referenced standards and manufacturer's recommendations, except as otherwise indicated.

METHODS OF GYPSUM DRYWALL APPLICATION:

Single-Layer Application

On ceilings apply gypsum board prior to wall/partition board application to the greatest extent possible.

On partitions/walls apply gypsum board vertically in full length sheets unless otherwise indicated.

On Partitions/walls 8'- 1 " or more in height apply gypsum board horizontally (perpendicular); use maximum length sheets possible to minimize end joints.

Single Layer Fastening Methods Apply gypsum board to supports with screws.

INSTALLATION OF DRYWALL TRIM ACCESSORIES:

General: Use same fasteners to anchor trim accessory flanges as required to fasten gypsum board to the supports.

Install metal corner beads at external corners of drywall work

Install metal edge trim whenever edge of gypsum board would otherwise be exposed or semi-exposed. Provide L type finish trim with face flange to receive joint compound.

Install metal corner control joint (beaded type) where indicated. If not indicated, install not more than 30' o/c.

FINISHING OF DRYWALL

General:- Apply treatment at gypsum board joints (both directions), flanges of trim accessories, penetrations, fastener heads, surface defects and elsewhere as required to prepare work for decoration. Pre-fill open joints and rounded or beveled edges, if any, using type of compound recommended by manufacturer.

Apply joint tape at joints between gypsum board, except where trim accessories are indicated.

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Apply joint compound in 3 coats (not including pre-fill of openings in base), and sand between last 2 coats and after last coat.

Levels of Finishing:

Level 5 finishing following recommended levels of Gypsum Finish.

Partial Finishing: Omit third coat and sanding on concealed drywall work which is indicated for drywall finishing or which requires finishing to achieve fire-resistance rating, sound rating or to act as air or smoke barrier.

PROTECTION OF WORK:

Provide final protection and maintain conditions, in a manner suitable to Installer, which ensures gypsum drywall work being without damage or deterioration at time of substantial completion,

END OF SECTION 09250

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SECTION 09900 - PAINTING

PART 1 - GENERAL

RELATED DOCUMENTS:

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

DESCRIPTION OF WORK:

Work includes painting and finishing of such materials as: new interior masonry walls, and gypsum board walls, doors and frames, including exposed items and surfaces throughout project and related items and/or surfaces that have had surfaces damaged in the execution of the work, except as otherwise indicated, and typically those items requiring painting found on projects of this nature.

Surface preparation, priming and coats of paint specified are in addition to shop-priming and surface treatment specified under other sections of work.

Paint as used herein means all coating system materials including primers, emulsions, enamels, stains, sealers and fillers, and other applied materials whether used as prime, intermediate or finish coats.

Surfaces to be painted: Except where natural finish of materials is specifically noted as a surface not to be painted, paint exposed surfaces. If color or finish is not designated, Architect will select these from manufacturer's standard colors or finishes available.

Shop Priming: Unless otherwise specified, shop priming of ferrous metal items is included under various sections for structural steel, metal fabrications, hollow metal work and similar items.

Do not paint over CODE REQUIRED LABELS, such as Underwriters' Laboratories and Factory Mutual, or any equipment identification performance rating, name or nomenclature plates.

QUALITY ASSURANCE

Single Source Responsibility: Provide primers and other under coat paint produced by same manufacturer as finish coats, Use only thinners approved by paint manufacturer, and use only within recommended limits

Coordination of Work: Review other sections of these specifications in which prime

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paints are to be provided to ensure compatibility of total coatings system for various substrates, Upon request from other trades, furnish information or characteristics of finish materials provided for use, to ensure compatible prime coats are used.

SUBMITTALS:

Product Data: Submit manufacturer's technical information in accordance with Section – 01340. Submit manufacturer's specifications including paint label analysis and application instructions for each material specified. List each material and cross reference to the specific finish system specified. Identify by manufacturer's catalog number and general information.

The Owner shall be responsible selecting colors from manufacturer's pre-mixed colors and to vary the color of finishes on different surfaces throughout the project.

Samples: Prior to beginning work, the Owner shall be furnished color chips for surfaces to be painted. Use representative colors when preparing sample areas for review.

DELIVERY AND STORAGE

Deliver materials to job site in original, new and unopened packages and containers bearing manufacturer's name and label, and the following information:

- Name or title of material.
- Manufacturer's name
- Contents by volume, for major pigment and vehicle constituents.
- Thinning instruction.
- Application instructions.
- Color name and number

Store materials not in actual use in tightly covered containers. Maintain containers used in storage of paint in a clean condition, free of foreign materials and residue.

Store in secure storage structures outside of the building or in areas of the building approved in writing by the Owner and local Fire Marshal.

Protect from freezing where necessary. Keep storage area neat and orderly.

Remove oily rags and waste daily. Take all precautions to ensure that workmen and work areas are adequately protected from fire hazards and health hazards resulting from handling, mixing and application of paints.

JOB CONDITIONS:

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Apply water-base paints only when temperature of surfaces to be painted and surrounding air temperatures are between 50 degrees F. (10 degrees C) and 90 degrees F. (32 degrees C), unless otherwise permitted by paint manufacturer's printed instructions.

Apply solvent-thinned paints only when temperature of surfaces to be painted and surrounding air temperatures are between 45 degrees F. (7 degrees C), and 95 degrees F. (35 degrees C), unless otherwise permitted by paint manufacturer's printed instructions.

PART 2- PRODUCTS

ACCEPTABLE MANUFACTURERS

Available Manufacturers: subject to compliance with requirements, manufacturers offering products which may be incorporated in the work include, but are not limited to, the following:

Benjamin Moore and Co. (Moore)
PPG Industries, Pittsburgh Paints (Pittsburgh)
Devoe (Devoe)
Sherwin-Williams (S-W)

MATERIALS:

Material Quality: Provide best quality grade of various types of coatings as regularly manufactured by acceptable paint manufacturer. Materials not displaying manufacturers identification as a standard, best-grade product will not be acceptable.

Proprietary names used to designate colors or materials are not intended to imply that products of named manufacturers are required to exclusion of equivalent products of other manufacturers.

Color Pigments Pure, non-fading, applicable types to suit substrates and service indicated.

PART 3 EXECUTIONS:

INSPECTION

Applicator must examine areas and conditions under which painting work is to be applied and notify Contractor and Architect in writing of conditions detrimental to proper and timely completion of work. Do not proceed with work until all unsatisfactory conditions have been corrected in a manner acceptable to Applicator and paint manufacturer.

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Starting of painting work will be construed as Applicator's acceptance of surfaces and conditions within any particular area.

Do not paint over dirt, rust, scale, grease, moisture, scuffed surfaces, or conditions otherwise detrimental to formation of durable paint film.

SURFACE PREPARATION:

General: Perform preparation and cleaning procedures in accordance with paint manufacturer's instructions and as herein specified, for each particular substrate condition.

On existing paint finished surfaces, remove all loose coatings and prime all exposed substrata as specified. Roughen glazed areas and enamel painted areas with sandpaper and wipe clean with mineral spirits. Prime all stains with sealer recommended by manufacturer of finish coating system. Clean all open cracks of loose and unsound material. Fill all cracks, holes and surface imperfections less than 1/8" wide, with vinyl paste spackling compound and finish smooth.

Previously painted surfaces require no prime coat except as specified above. Spot prime all stains with "Stain Killer" formulated for specific stain encountered.

Provide barrier coats over incompatible primers or remove and re-prime as required. Notify Architect in writing of any anticipated problems in using the specified coating systems with substrates primed by others.

Clean surfaces to be painted before applying paint or surface treatments. Remove oil and grease prior to mechanical cleaning. Program cleaning and painting so that contaminants from cleaning process will not fall onto wet, newly-painted surfaces.

Cementitious Materials: Prepare cementitious surfaces of concrete block, cement plaster and cement asbestos board to be painted by removing efflorescence, chalk, dust, dirt, grease, oils, and by roughening as required to remove glaze.

Determine alkalinity and moisture content of surfaces to be painted by performing appropriate tests. If surfaces are found to be sufficiently alkaline to cause blistering and burning of finish paint correct this condition before application of paint. Do not paint over surfaces where moisture content exceeds that permitted in manufacturer's printed directions.

Clean concrete floor surfaces scheduled to be painted with a commercial solution of muriatic acid or other etching cleaner. Flush with clean water to be neutralizing acid, and allow drying before painting.

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Wood: Clean wood surfaces to be painted of dirt, oil, or other foreign substances with scrapers, mineral spirits, and sandpaper, as required. Sandpaper smooth those finished surfaces exposed to view, and dust off. Scrape and clean small, dry seasoned knots and apply a thin coat of white shellac or other recommended knot sealer, before application of priming coat. After priming, fill holes and imperfections in finish surfaces with putty or plastic wood-filler. Sandpaper smooth when dried.

Prime, stain, or seal wood required to be job-painted immediately upon delivery to job. Prime edges, ends, faces, undersides, and backsides of such wood, including cabinets, counters, cases, paneling.

When transparent finish is required, use spar varnish for back-priming.

Seal tops, bottoms, and cut-outs (hardware openings etc.) of unprimed wood doors with heavy coat of colored varnish or equivalent sealer immediately upon delivery to job.

Ferrous Metals: Clean ferrous surfaces, which are not galvanized or shop-coated, of oil, grease, dirt, loose mill scale and other foreign substances by solvent or mechanical cleaning.

Touch up shop applied prime coats wherever damaged or bare, where required by other sections of these specifications. Clean and touch-up with same type shop primer.

Galvanized Surfaces: Clean free of oil and surface contaminants with non-petroleum based solvent.

MATERIALS PREPARATION:

Mix and prepare painting materials in accordance with manufacturer's directions.

Maintain containers used in mixing application of paint in a clean condition, free of foreign materials and residue.

Stir materials before application to produce a mixture of uniform density, and stir as required during application. Do not stir surface film into material. Remove film and, if necessary, strain material before using.

APPLICATION:

General: Apply paint in accordance with manufacturer's directions, Use applicators and techniques best suited for substrate and type of material being applied. The Contractor is

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also hereby notified that painting of surfaces is to begin early in day and be completed no later than noon, of the same day to allow sufficient drying time. Coordinate with requirements of Summary of Work for Contractor's work limits.

Provide finish coats which are compatible with prime paints used. Apply additional coats when undercoats, stains or other conditions show through final coat of paint, until paint film is of uniform finish, color and appearance. Give special attention to insure that surfaces, including edges, corners, crevices, welds, and exposed fasteners receive a dry film thickness, equivalent to that of flat surfaces.

SCHEDULING PAINTING:

Apply first-coat material to surfaces that have been cleaned, pretreated or otherwise prepared for painting as soon as practicable after preparation and before subsequent surface deterioration.

Allow sufficient time between successive coatings to permit proper drying. Do not re-coat until paint has dried to where it feels firm does not deform or feel sticky under moderate thumb pressure, and application of another coat of paint does not cause lifting or loss of adhesion of the undercoat.

Minimum Coating Thickness: Apply materials at not less than manufacturer's recommended spreading rate, to establish a total dry film thickness as indicated or, if not indicated, as recommended by coating manufacturer.

Mechanical and Electrical Work: Painting of mechanical and electrical work is limited to those items exposed on exterior surfaces and in occupiable spaces.

Prime Coats: Apply prime coat of material which is required to be painted or finished, and which has not been prime coated by factory

Re-coat primed and sealed surfaces where there is evidence of suction spots or unsealed areas in first coat, to assure a finish coat with no burn-through or other defects due to insufficient sealing.

Pigmented (Opaque) Finishes: Completely cover to provide an opaque, smooth surface of uniform finish, color, appearance and coverage, Cloudiness, spotting, holidays, laps, brush marks, runs, sags, ropiness or other surface imperfections will not be acceptable.

Completed Work: Match approved sample areas for color, texture, coverage and quality of workmanship. Remove refinish or repaint work not in compliance with specified requirements.

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CLEAN UP AND PROTECTION:

Clean-up: During progress of work, remove from the interior of the building and the site discarded paint materials, rubbish, cans and rags at end of each work day.

Upon completion of painting work, clean window glass and other paint-spattered Surface's. Remove spattered paint by proper methods of washing and scraping, using care not to scratch or otherwise damage finished surfaces.

Protection: Protect work of other trades, whether to be painted or not, against damage by painting and any finished work. Correct damage by cleaning, repairing or replacing, and repainting, as acceptable to the Owner's full satisfaction.

Provide "**Wet Paint**" signs as required to protect newly-painted finishes.
Remove temporary protective wrappings provided by others for protection of their work, after completion of painting operations.

At completion of work of other trades, touch up and restore all damaged or defaced surfaces.

EXTERIOR PAINT SCHEDULE:

Paint Wood Trim:

Full gloss alkyd for Deep Colors: 2 finish coats over primer

Prime Coat: Exterior Primer Coating (FS TT-P-25)
Benjamin Moore: Fresh Start All purpose 100% Acrylic Primer 023
Devoe: 1102 All Weather Alkyd House Paint Primer
Pittsburgh: 6-9 Speedhide Exterior Wood Primer
S-W: SWP exterior Gloss Finish

Low Luster Finish: 2 coats

First and Second Coats: Alkyd-oil Paint for Wood Shakes and Rough Siding (FS-TT-P-52)
Benjamin Moore: MoorGuard 103 Low Lustre Fortified Acrylic
Devoe: 14XX DE-Vo-K0 Exterior alkyd Flat Shake Paint
Pittsburgh: 6-Line Speedhide Exterior Wood Finishes
S-W: S-W Exterior Solid Stain

INTERIOR PAINT SCHEDULE:

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General: Provide the following paint systems for the various substrates and locations, as indicated.

**Concrete and Concrete Masonry Units and Brick:
Semi-Gloss Enamel:**

Filler Coat: Solvent-Thinned Block Filler. Apply 2 filler coats at a rate to ensure complete coverage with pores filled.

Moore: Moore's Waterproofing Masonry Paint.
S-W: S-W Pro-Mar Block Filler.

First Coat: Enamel Undercoat.

Moore: Moore's Alkyd Enamel Underbody.
S-W: S-W Pro-Mar Alkyd Semi-Gloss Enamel.

Second Coat: Odorless Interior Alkyd Semi-Gloss Enamel.

Moore: Moore's Satin Impervo Enamel.
S-W: S-W Pro-Mar Alkyd Semi-Gloss Enamel

FERROUS METAL

Semi-Gloss Enamel Finish: 2 Finish Coats over primer, with total dry film thickness not less than 2.5 mils. Apply to all ferrous metal surfaces unless indicated otherwise.

Prime Coat: Red Lead Pigmented Primer. Primer is not required on items delivered shop primed.

Devoe: 41821 Bar-Ox Red Lead Metal Primer
Moore: Iron-Clad Retardo Rust Inhibitive Paint

Pittsburgh: U6104 Speedhide Red Lead Primer
S-W: S-W Kromik Metal Primer

Second and Third Coat: Interior Enamel Undercoat

Devoe: 8801 Velour Alkyd Enamel Undercoat
Moore: Moore's Alkyd Quick-Drying Enamel
Pittsburgh: 6-6 Speedhide Quick-Drying Enamel Undercoat
S-W: S-W Pro-Mar Alkyd Semi-Gloss

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Galvanized Metal:

Prime Coat: Zinc Dust - Zinc Oxide Primer Coating

Moore: Iron-Clad Galvanized Metal Primer.
PPG: 6-215 / 6-216 Speedhide Galvanized Steel Paint.
S-W: S-W Galvanized Iron Primer.

Second Coat: Interior Enamel Undercoat. /

Moore: Moore's Alkyd Enamel Underbody.
S-W: S-W Pro-Mar Alkyd Semi-gloss.
PPG: 6-6 Speedhide quick-Drying Enamel Undercoater.

Third Coat: Odorless Interior Semi-Gloss Alkyd Enamel.

Moore: Moore's Satin Impervo Enamel.
PPG: 27-109 Wall-Hide Semi-Gloss Enamel.
S-W: S-W Pro-Mar Alkyd Semi-Gloss Enamel.

GYPSUM DRYWALL:

LUSTERLESS (FLAT) EMULSION FINISH: 3 coats (1 primer 2 finish), apply to all gypsum drywall unless indicated otherwise.

First Coat: Interior Latex Base Primer coat

Devoe: 50801 Wonder-Tones Latex Flat Wall Paint
Moore: Moore's Latex Quick-Dry Prime Seal
Pittsburgh: 6-2 PPG Quick-Drying Interior Latex Primer Sealer
S-W: S-W Pro-Mar Latex Wall Primer

Second and Third Coat: Interior Flat Latex Base Paint

Devoe: 36XX Wonder-Tones Interior Latex Flat Wall Paint
Moore: Moore's Regal Wall Satin
Pittsburgh: 6-7 Speedhide Latex flat Wall Paint
S-W: S-W Pro-Mar 400 Latex Flat Wall Paint

PAINTED WOODWORK:

Semi-Gloss Enamel Finish: 3 Coats

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First Coat: Interior Enamel Undercoat

Devoe: 8801 Velour Alkyd Enamel Undercoat
Moore: Moore's Alkyd Enamel Underbody
Pittsburgh: 6-6 Speedhide Quick-Drying Enamel Undercoater
S-W: S-W Wall and Wood Primer

Second and Third Coats: Odorless Interior Semi-Gloss Enamel

Devoe: 26XX Velour Alkyd Semi-Gloss Enamel
Moore: Moore's Satin Impervo Enamel
Pittsburgh: 2-109 Wall-Hide Semi-Gloss Enamel
S-W: S-W Pro-Mar Alkyd Semi-Gloss Enamel

TRANSPARENT STAIN & VARNISH

Interior finished Wood: (Follow AWI Standards for field finishing)

Stain Coat: Interior Oil Stain

Moore: Benwood Interior Stain.
S-W: S-W oil stain.

First Coat:

Moore: Moore's Benwood Paste wood filler
S-W: S-W Pro-Mar Varnish Sanding Sealer.

Filler Coat on Open Grain Wood: Paste Wood filler, wiped before first varnish coat.

Moore: Moore's Benwood Satin Finish Varnish.
S-W: S-W Sher-wood Fast-Dry Filler.

Second Coat: Oil Rubbing Varnish.

Moore: Moore's Benwood Satin Finish Varnish.
S-W: S-W Oil Base Varnish, gloss.