

TOWN OF COVENTRY



CONTRACT DOCUMENTS
FOR
FLOORING ABATEMENT AND
REPLACEMENT
COVENTRY, CT

Town of Coventry

STATE OF CONNECTICUT PROJECT # 032-0062 CV

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Description:

The Town of Coventry invites sealed qualifications and price proposals for Asbestos abatement project at Coventry High School 78 Ripley Hill Road Coventry CT. 06238.

The documents comprising the Request for Qualifications and Price Proposals can be downloaded from the Schools Bid Postings webpage (www.coventrypublicschools.org/district/facilities), or they may be obtained in person at the Coventry High School 78 Ripley Hill Road, Coventry, CT 06238, during the hours of 8:30AM – 2:30 PM Monday through Friday.

The Town of Coventry reserves the rights to amend or terminate this Request for Qualifications and Price Proposals, accept all or any part of a qualification, reject all qualifications, waive any informalities or nonmaterial deficiencies in a qualification.

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BID FORM

Bid of _____
Firm Name

Date _____

In compliance with your Invitation to Bid, the Undersigned proposes to furnish all labor, materials, equipment, disposal, services and incidentals necessary to ***“Coventry High School, Flooring Abatement and Replacment”***, located in Coventry, CT, in accordance with the General Contract Documents at the prices stated below.

The Undersigned acknowledges receipt of the following Addenda: _____

BASE BID FOR WORK

The Undersigned agrees to perform all Construction Work as indicated on the Drawings and described in the Specifications and Addenda thereto, for the lump sum price of:

_____ Dollars (\$ _____).
(written)

The amount of the bid is the total of the following:

General Conditions, Bonding, Permits.....	\$ _____
Abatement and Disposal.....	\$ _____
New Floor Installation.....	\$ _____

UNIT PRICING

Additional Containment (approx. 750 SF)	\$ _____	each
Floor tile/mastic abatement (2 layers)	\$ _____	per SF
New Floor Installation (includes leveling)	\$ _____	per SF

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CONTRACT

If notified of the acceptance of this Bid within sixty (60) calendar days of the time set for opening of bids, the Undersigned agrees to execute the "Standard Form of Agreement Between Owner and Contractor Where the Basis of Payment is a Stipulated Sum", AIA Document A101, as issued by The American Institute of Architects, current edition, within thirty (30) calendar days of the receipt of such notification and in accordance with this Bid and the Contract Documents.

REFERENCES

Provide references for Three (3) projects of similar scope and complexity:

Reference #1

Project Name.....
Construction Value.....\$
Contact Name.....
Phone Number.....

Reference #2

Project Name.....
Construction Value.....\$
Contact Name.....
Phone Number.....

Reference #3

Project Name.....
Construction Value.....\$
Contact Name.....
Phone Number.....

CONTRACT SECURITY

The Undersigned agrees if awarded the Contract, to execute and deliver to the Owner at time of Contract signing, Performance Bond and Labor and Materials Payment Bond (Form A311 as issued by the American Institute of Architects) in amounts equal to 100 percent of the Contract Sum, as set form in the Instructions to Bidders of the Project Specifications.

TIME OF COMPLETION

The Undersigned further agrees, if awarded the Contract, to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" of the Owner and upon issuance of a

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Purchase Order; and to complete the flooring removal and installation by August 15, 2019.

DECLARATION

The Undersigned hereby declares that he or she has carefully examined the Invitation to Bid, the Instruction to Bidders, the Drawings and Specification, has visited the actual location of the Work, has consulted his or her sources of supply, has been satisfied as to all quantities and conditions, and understands that in signing this Bid, he or she waives all right to plead any misunderstanding regarding the same.

The Undersigned understands that his or her competence and responsibility and that of his proposed subcontractors, time of completion, as well as any other factors of interest to the Owner, will be a consideration in making the award. The Owner reserves the right to reject any or all bids, to accept or reject alternate bids and unit prices and to waive any informality or irregularity concerning the bids received as it may be in his or her interest to do.

(Legal Name of Bidder)

[Seal, if bid is by a
corporation]

(Address of Bidder)

By _____
(Authorized Officer)

QUALIFICATIONS OF BIDDER

The Bidder is required to submit on the following pages the information required in regard to qualifications for the Work.

A. The location, character, cost, date and names of engineers or officials of similar work previously constructed by the undersigned are as follows:

B. The equipment which will be available for performing the work under this contract is as follows:

C. The undersigned has failed to complete satisfactorily the following contracts, including also those in which the surety has participated. (If there have been no contracts which the bidder has failed to complete satisfactorily, including also those in which the surety has participated, the bidder shall definitely so state.)

Name of Bidder

Address

(USE BACK OF SHEET, IF NECESSARY)

NON-COLLUSIVE BID STATEMENT

All bidders are required to sign a Non-Collusive Bid Statement with all public bids as follows:

1. The bid has been arrived at by the bidder independently and has been submitted without collusion with, and without any agreement, understanding, or planned common course of action with any other vendor or materials, supplies, equipment, or services described in the Advertisement for Bids, designed to limit independent bidding or competition, and

2. The contents of the bid have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid, and will not be communicated to any such person prior to the official opening of the bid.

Name of Bidder _____

Address _____

Signature _____ Title _____

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INFORMATION FOR BIDDERS

1. Receipt & Opening of Bids

Sealed bids or proposals for performing the work hereinafter described will be received at the Town Manager's Office, Town Hall, 1712 Main Street, Coventry, Connecticut, until the time and date as shown on the title page of this proposal.

2. Preparation of Bid

Bids must be made on the form furnished by the Town of Coventry and attached hereto. Bidders will state, both in numerals and in words, the proposed price for the work. If any price is omitted, the blank may be filled with the highest price proposed by any other bidder for such omitted item or the entire proposal may be rejected.

The unit price for each of the several items in the proposal of each bidder shall include its pro rata share of overhead so that the sum of the products obtained by multiplying the quantity shown for each item by the unit price bid represents the total bid. Any bid not conforming to this requirement may be rejected as informal. The special attention of all bidders is called to this provision, for should conditions make it necessary to revise the quantities, no limit will be fixed for such increased or decreased quantities nor compensation allowed.

3. Competency of Bidders

The Town reserves the right to select bidders and may refuse to issue a bid form to any individual, firm or corporation based upon, but not limited to, one or more of the following facts:

- (1) For having defaulted on previous contracts or is currently in litigation or arbitration with the Town of Coventry.
- (2) For having failed to complete contracts within the time required without acceptable reasons.
- (3) For having performed similar work in an unsatisfactory manner.
- (4) For having failed to prosecute work continuously, diligently and cooperatively in an orderly sequence.
- (5) When in the Town's judgment the bidder does not have the required experience in the class of work to be bid on, fails to have proper labor and equipment to prosecute the work within the time allowed, or fails to have sufficient capital and quick assets to finance the work.

4. Rejection of Bids

Bids may be rejected if they show any irregularities, omissions, alteration of form or additions not called for, or do not comply with instructions to bidders, or contain

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conditional or alternate bids, unless bids on alternate materials are specifically called for in the bid form.

5. Telegraphic Modification

Any bidder may modify his bid by telegraphic communication at any time prior to the scheduled closing time for receipt of bids, provided such telegraphic communication is received by the Town prior to the closing time, and provided further that the Town is satisfied that a written confirmation of the telegraphic modification over the signature of the bidder was mailed prior to the closing time. The telegraphic communication should not reveal the bid price but should provide the addition or subtraction or other modification so that the final prices or terms will not be known by the Town until the sealed bid is opened. If written confirmation is not received within two (2) days from the closing time, no consideration will be given to the telegraphic modification.

6. Errors or Omissions

The Contractor shall be and is required to check all dimensions and quantities on the Contract Drawings and all statements in the Information for Bidders and Specifications before undertaking any portion of the work, and shall notify the Engineer of all errors or omissions therein, which he may discover by such examination and checking. The Contractor will not be allowed to take advantage of any error or omission in these Specifications or in the Contract Drawings or in the Information for Bidders. Full instructions will be issued by the Engineer should such error or omission be discovered and the Contractor shall carry out such instructions as if originally specified.

7. Subcontracts

The bidder is advised that any person, firm or other party to whom it is proposed to award a subcontract under this contract must be acceptable to and approved by the Town.

8. Qualifications of Bidder

The Town of Coventry may make such investigation as deemed necessary to determine the ability of the bidder to discharge his contract. The bidder shall furnish the town with all such information and data as may be required for that purpose. The town reserves the right to reject any bid if the bidder fails to satisfactorily convince the town that he is properly qualified by experience and facilities to carry out the obligation of the contract and to satisfactorily complete the work called for herein. Conditional bids will not be accepted.

9. Disqualification of Bidders

Any or all bids will be rejected if there is reason to believe that collusion exists among the bidders, and no participants in such collusion will be considered in future proposals for the same work. Bids in which the prices obviously are unbalanced may

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be rejected. Unbalanced prices shall be interpreted to mean that the unit price for any item is such that it is unreasonable for that particular item when considered by itself and not considered in connection with the bid submitted on any other item or items. No contract will be awarded except to competent bidders capable of performing the class of work contemplated.

10. Bid Security

The bid must be accompanied by a bid bond which shall be not less than ten (10) percent of the amount of the bid. The bid bond shall be duly executed by the bidder as principal and having a surety thereon which shall be acceptable to the town. Certified checks or bank drafts will not be accepted.

No bidder may withdraw his bid within sixty (60) calendar days after the actual date of bid opening.

11. Damages for Failure to Enter into Contract

The party to whom the contract is awarded will be required to execute the agreement and obtain the performance and payment bond within ten (10) calendar days from the date when notice of award is delivered to the bidder. In case of failure of the bidder to execute the agreement and submit bond forms, the town may, at its option, consider the bidder in default, in which case the bid security accompanying the proposal shall be called.

12. Addenda & Interpretations

Any request from prospective bidder for interpretation of meaning of contract drawings, specifications or other contract documents shall be made in writing to the Town Engineer, Town Hall, Town of Coventry, Connecticut, and to be given consideration must be received at least seven (7) days prior to date fixed for opening of bids. Interpretations will be made in form of written addenda to contract documents, which addenda shall become a part of contract. Addenda will be mailed at least three (3) days prior to date for opening of bids to all those who requested bid packages. Failure of any bidder to receive any such addenda shall not relieve bidder from any obligation under his proposal as submitted.

13. Execution of Contract & Notice to Proceed

Upon receipt of acceptable performance bond, labor and materials payment bond, insurance certificates and signed agreement, the town will, within ten (10) days, enter into and sign the Agreement unless it deems it not to be in the best interest of the Town.

The notice to proceed shall be issued within ten (10) days of the execution of the agreement by the town. Should there be reasons why the notice to proceed cannot be issued within such period, the time may be extended by mutual agreement.

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It is the intent for the Contractor to commence construction immediately, but in no case exceed ten (10) days from the date on the notice to proceed.

14. Time of Completion

The bidder must agree to commence work within ten (10) days after the date specified in the Notice to Proceed from the Town Engineer and to faithfully complete the project within 60 consecutive calendar days of the date of the Notice to Proceed, as stated in the Agreement.

The bidder will be levied liquated damages in the amount of \$250 a day for every consecutive calendar day the project is not substantially complete past the 60 consecutive calendar days from the Notice to Proceed as deemed by the Town Engineer.

15. Conditions of Work

At the date fixed for opening of bids, it will be presumed that each bidder has made an examination of location and site work to be done under contract; has satisfied himself as to actual conditions, requirements and quantities of work; and has read and become thoroughly familiar with Contract Documents, including contract drawings, specifications and addenda.

16. Security and Faithful Performance

In addition to the agreement, the successful bidder shall also provide, within the time stipulated above, a surety bond by a company satisfactory to the Town in an amount equal to one hundred (100) percent of estimate total contract price recorded in proposal of contract as executed. A labor and materials payment bond in like amount, will be required from successful bidder for faithful performance of contract.

17. Method of Award

The contract will be awarded to the responsible bidder submitting the lowest base bid total complying with the conditions of these contract documents. The bidder to whom the award is made will be notified at the earliest possible date. The successful bidder shall execute and deliver to the Town, within ten (10) days after notification of the award, an agreement in the form included in the contract documents, in such number as the Town shall require.

The Town also reserves the right to reject any or all bids, for any reason the Town deems advisable, and to award contract or contracts to any of contractors bidding on work regardless of amount of bid. It is intended that contract or contracts will be awarded to lowest responsible and eligible bidder (or bidders) possessing skill, ability, and integrity necessary to faithfully perform the work.

Any bid in which the prices obviously are unbalanced is a cause for the bid to be rejected. Unbalanced prices shall be interpreted to mean that the unit price for any

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item is such that it is unreasonable for the particular item when considered by itself and not considered in connection with the bid submitted on any other item or items.

18. Alternates

Bid Alternate Definition: A Bid Alternate is defined as a specific scope of work, products, materials, equipment or systems for the work not included in the Base Bid work and which may, at Owner's option and under terms established herein, be selected and recorded in the Contract to either supplement or displace basic requirements of contract documents. Alternates may or may not substantially change scope and general character of the work; and must not be confused with "allowances," "unit prices," "change orders," "substitutions," and other similar provisions. The bid price for the Bid Alternate is not included in the Base Bid price.

Bid Alternate Pricing: The bid price for the bid alternate shall include all cost associated with the changes, omissions, additions or other adjustments to the Work in this Bid Package described in the Alternate or reasonably inferred therefrom. The additive alternate bid price shall include the cost of all labor, materials, equipment, time extension or deletion, general conditions, general requirements, overhead, profit, insurance, for the work. Claims for extras resulting from the acceptance or rejection of any Additive Alternate will not be allowed.

Bidders must provide a bid for each Additive Alternate. If no bid is provided for any of the Additive Alternates contained in the bid proposal or if any bid for such an Alternate is obviously unbalanced either in excess of, or below reasonable fair market values, then the entire bid will be considered nonresponsive, and the bid will be rejected.

Award of Contract: The Award of Contract will be made to lowest responsible bidder for the "Base Bid" work – which does not include the bid price for any Additive Alternate.

The Owner shall have the right to accept or omit any Additive Alternate.

The Drawings, Specifications and other Contract Documents shall be considered appropriately modified by either the acceptance or omission of any Additive Alternates.

Bid Bonds: Bid Bond amounts shall be at 10% of the sum of the Base Bid plus all Additive Alternates.

The contract completion date in calendar days will be adjusted if any of the bid alternates is added, as follows:

Bid Alternate # 1 –

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All costs associated with the above time extension(s) are to be included in the Additive Alternate Price.

Notification: After award of the Contract, one or more bid alternates for which funds are available may be added to the Contract in the discretion of the owner. The adjustment of the Contract price shall be solely based on the bid price for the alternate(s) added. The Contractor will be notified as to which alternates will be included in the Contract within fourteen (14) calendar days of the Award of Contract.

19. Laws and Regulations

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

20. Sales Tax

Under the terms of the regulations referring to CONTRACTORS and SUBCONTRACTORS issued by the State Tax Commission in administration of the State Sales and Use Tax, to which the bidder is referred, the contractor may purchase materials or supplies to be consumed in the performance of this contract without payment of tax and shall not include in his bid nor charge any use or sales tax thereon.

Any non-resident Contractor shall obtain and provide to the Town of Coventry a certificate from the Connecticut Commissioner of Revenue Services of compliance with Connecticut General Statutes Section 12-430(7) or the Town will be required to deduct six and thirty-five hundredth percent (6.35%) of all amounts payable to such non-resident Contractor and pay it over to the Commissioner of Revenue Services.

21. Rights-of-Way

The Town shall provide, upon request, any information which is pertinent to and delineates and describes the land owned and rights-of-way acquired or to be acquired.

22. Limit of Construction

The bidder is advised that the limit of construction lines shown on the plans have been established based on funding allocation and the Engineer's construction estimate. The bid will be based upon the limit lines established. However, the bidder is advised that the town may elect to extend or delete portions of the contract.

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1. INSPECTION

Authorized representatives and agents of the Town of Coventry shall have access and be permitted to inspect all work, materials, payrolls, contract records, invoices of materials and other relevant data in the development and progress of the project.

2. LABOR STANDARDS/WAGE RATES/STATE SET ASIDES

The State minimum occupational wage rates and labor standards provisions shall apply.

The contractor who is selected to perform this State project must comply with CONN. GEN. STAT. §§ 4a-60, 4a-60a, 4a-60g, and 46a-68b through 46a-68f, inclusive, as amended by June 2015 Special Session Public Act 15-5. An Affirmative Action Plan must be filed with and approved by the Commission on Human Rights and Opportunities prior to the commencement of construction.

State law requires a minimum of twenty-five (25%) percent of the state-funded portion of the contract for award to subcontractors holding current certification from the Connecticut Department of Administrative Services ("DAS") under the provisions of CONN. GEN. STAT. § 4a-60g. (25% of the work with DAS certified Small and Minority owned businesses and 25% of that work with DAS certified Minority, Women and/or Disabled owned businesses.) The contractor must demonstrate good faith effort to meet the 25% set-aside goals.

For municipal public works contracts and quasi-public agency projects, the contractor must file a written or electronic non-discrimination certification with the Commission on Human Rights and Opportunities. Forms can be found at:

http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav_GID=1806

3. PERMITS

All permits have been obtained by the Town of Coventry subsequent to the bidding of the project. Copies of all permits are included in the Contract Documents for the Contractors use.

4. STATE OF CONNECTICUT DEPARTMENT OF TRANSPORTATION (D.O.T.) SPECIFICATION STANDARDS

All references to D.O.T. Specifications shall apply to Form 816 including the July 2014 Supplemental Specifications issued by D.O.T.

5. COORDINATION OF UTILITIES

The Contractor shall make adequate provisions to allow utility work to be completed on this project. The Contractor shall coordinate with the utility company or contractor

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performing the work to insure uninterrupted work and minimize conflicts. No additional compensation will be allowed under the contract for delays, utility changes or associated work unless, in the opinion of the Engineer, such compensation is warranted and deemed to be in the best interest of the Town of Coventry. The following utility companies are provided:

Connecticut Water Company	- water
Connecticut Light & Power Company	- electricity
Frontier	- telephone
Charter	- cable

6. SAFETY SIGNS AND TRAFFIC CONTROL

The Contractor shall furnish all warning signs, barricades, detour signs, including appropriate illumination, to insure the safety of local traffic, cyclists, pedestrians, workmen, or any person in the vicinity of the construction area and establish such warning and traffic signs as directed.

7. DAILY CLEANUP

Before the completion of each day's work, the Contractor shall be responsible for cleaning up and removing or relocating all excavated material, debris, equipment and the like and for temporarily backfilling or filling excavations as necessary to insure the continuous flow of traffic in roadways where work is progressing, including access to private property during non-working hours.

8. SIGNS

Any signs disturbed or removed by the Contractor, whether shown on the plans or not, shall be reset or replaced at the Contractor's expense as directed by the Engineer. Any traffic control devices damaged due to negligence shall be replaced by the contractor at his expense.

9. SURVEYS

The Contractor will furnish all lines, grades and measurements in laying out the work. Such stakes or marks as the Contractor may set shall be preserved by the Contractor. If such stakes are moved or destroyed by any party, they shall be replaced by the Contractor at the Contractor's expense.

If any existing Coventry Highway bounds, Department of Transportation bounds, or any other public or private property bounds are disturbed during construction, they will be carefully and exactly replaced under the supervision of the Engineer. This work shall be at the expense of the Contractor.

10. REPORTS, RECORDS AND DATA

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The Contractor and each of his subcontractors shall submit to the Town, schedules of quantities and costs, progress schedules, payroll reports, estimates, records and other data as the Town may request concerning the work performed or to be performed under this contract.

11. RIGHT TO ELIMINATE WORK

The Town of Coventry reserves the right to eliminate from the Contract any of the items of work.

12. CONDITIONS OF THE SITE AND CONSTRAINTS

The Contractor shall furnish all warning signs and barricades to insure the safety of local traffic and pedestrians in the vicinity of the construction area. The work site will be maintained in an orderly manner and protected to insure that no possibility exists where people may wander onto the construction site, fall into an open excavation or be injured due to the site conditions. If in the opinion of the Engineer or the Inspector, the site is not protected against such possibilities, the Contractor may be directed to provide temporary fencing or other protective measures to insure the safety of the work area. Any such measures so ordered will be at the expense of the Contractor. No additional compensation will be granted.

Required precautions shall be taken concerning noise, clean up, safety, security, etc.

All excavation, trench cuts or other temporary disturbances of the travel surface shall be filled, leveled, and compacted in order to maintain vehicle passage. Gravel, stone, temporary bituminous, or other methods used to stabilize an area for safe passage will be the responsibility of the Contractor.

The Contractor shall be limited to activities between 7:00AM and 4:00PM.

13. SANITARY PROVISIONS

The Contractor shall provide and maintain in a neat and sanitary condition such accommodations for the use of his employees as may be necessary to comply with the requirements and regulations of the State Department of Health or of other bodies or tribunals having jurisdiction therewith.

14. USE OF RECLAIMED MATERIALS

Notwithstanding any language to the contrary in the Contract Documents, including the Technical Specifications, Form 816, etc. the Contractor shall not use any reclaimed materials on this project.

15. PROJECT SCHEDULE

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16. CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE

The Contractor shall, after being awarded the Contract but prior to starting work, furnish Certificates of Insurance, including Automobile, Commercial General Liability, Professional Liability, Umbrella Liability, and Worker's Compensation insurance in the following amounts:

1. Commercial General Liability Insurance:

The Contractor shall provide Commercial General Liability insurance with a combined single limit of \$1,000,000 per occurrence, \$1,000,000 aggregate for bodily injury and property damage.

The CGL shall be written on ISO occurrence form CG 00 01 10 93 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

2. Commercial Automobile Liability Insurance

The Contractor shall provide Commercial Automobile Liability insurance with a combined single limit of \$1,000,000 per occurrence, \$2,000,000 aggregate and shall include coverage for all owned, hired, and non-owned vehicles.

3. Worker's Compensation Insurance

The Contractor shall provide Worker's Compensation insurance in the required amount as applies to the State of Connecticut and Employers Liability Insurance as follows:

Bodily Injury by Accident - \$100,000 each accident
Bodily Injury by Disease - \$500,000 policy limit
Bodily Injury by Disease - \$100,000 each employee

4. Umbrella Liability Insurance

The Contractor shall provide Commercial Umbrella Liability insurance with a combined single limit of \$1,000,000 per occurrence, \$2,000,000 aggregate for bodily injury and property damage.

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Each Policy of Insurance shall include a waiver of subrogation in favor of the Town of Coventry and shall provide no less than thirty (30) days notice to the Town of Coventry in the event of a cancellation or change in conditions or amounts of coverage. The Commercial General Liability, Automobile and Umbrella Liability shall name the Town of Coventry as an additional insured.

Certificates of Insurance, acceptable to the Town of Coventry shall be delivered to the Town of Coventry prior to the commencement of the work and kept in force throughout the term hereof.

The above insurance requirements shall also apply to all Subcontractors and the Contractor shall not allow any Subcontractor to commence work until the Subcontractor's insurance has been so obtained and approved.

17. INDEMNIFICATION

The Contractor shall indemnify and hold harmless the Town and its agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance or the Work provided that any such claim, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom and (b) is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

In any and all claims against the Town or any of its agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this article shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under Workmen's Compensation Acts, Disability Benefits Acts or other employee benefit acts.

The obligations of the Contractor under this article shall not extend to the liability of the Town, its agents or employees arising out of (a) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications or (b) the giving of or the failure to give directions or instructions by the Town, its Engineer, agents or employees provided such giving or failure to give is the primary cause of injury or damage.

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11.	Bidrigging and/or Frauds	1 page
12.	Vehicle Emissions	2 pages
13.	Private Wells	1 page
14.	Town of Coventry Disclaimer	1 page

NOTICE TO CONTRACTOR - CAMPAIGN CONTRIBUTION AND SOLICITATION
BAN

With regard to a State contract as defined in P.A. 07-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to the bid proposal form in response to the State's solicitation expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising prospective state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. The attached SEEC Form 11 is also made a part of this solicitation.

For all State contracts as defined in P.A. 07-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Contract expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. The attached SEEC Form 11 is also made a part of this Contract.

SEEC FORM 11

NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS OF CAMPAIGN CONTRIBUTION AND SOLICITATION BAN

This notice is provided under the authority of Connecticut General Statutes 9-612(g)(2), as amended by P.A. 07-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined below):

Campaign Contribution and Solicitation Ban

No *state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor*, with regard to a *state contract or state contract solicitation* with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to, or *solicit* contributions on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee; In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

Duty to Inform

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

Penalties for Violations

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties: Civil penalties--\$2000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of \$2000 or twice the amount of the prohibited contributions made by their principals. Criminal penalties—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or \$5000 in fines, or both.

Contract Consequences

Contributions made or solicited in violation of the above prohibitions may result, in the case of a state contractor, in the contract being voided. Contributions made or solicited in violation of the above prohibitions, in the case of a prospective state contractor, shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation. The State will not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which

such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Additional information and the entire text of P.A 07-1 may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to "State Contractor Contribution Ban." Definitions:

"State contractor" means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. "State contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100.

"Prospective state contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a state contractor or prospective state contractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract*, (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

"State contract" means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the

construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. "State contract" does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan or a loan to an individual for other than commercial purposes.

"State contract solicitation" means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

"Managerial or discretionary responsibilities with respect to a state contract" means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

"Dependent child" means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such individual.

"Solicit" means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.



STATE OF CONNECTICUT
GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION

Contract Identifier:

Certification to accompany a State contract with a value of \$50,000 or more in a calendar or fiscal year, pursuant to c.G.S. §§ 4-250 and 4-252(c); Governor M. Jodi Roll's Executive Orders No. 1, Para. 8, and No. 7C, Para. 10; and c.G.S. § 9-612(g)(2), as amended by Public Act 07-1

INSTRUCTIONS:

Complete all sections of the form. Attach additional pages, if necessary, to provide full disclosure about any lawful campaign contributions made to campaigns of candidates for statewide public office or the General Assembly, as described herein. Sign and date the form, under oath, in the presence of a Commissioner of the Superior Court or Notary Public. Submit the completed form to the awarding State agency at the time of initial contract execution (and on each anniversary date of a multi-year contract, if applicable).

CHECK ONE: Initial Certification Annual Update (Multi-year contracts only.)

GIFT CERTIFICATION:

As used in this certification, the following terms have the meaning set forth below:

- 1) "Contract" means that contract between the State of Connecticut (and/or one or more of its agencies or instrumentalities) and the Contractor, attached hereto, or as otherwise described by the awarding State agency below;
- 2) If this is an Initial Certification, "Execution Date" means the date the Contract is fully executed by, and becomes effective between, the parties; if this is an Annual Update, "Execution Date" means the date this certification is signed by the Contractor;
- 3) "Contractor" means the person, firm or corporation named as the contractor below;
- 4) "Applicable Public Official or State Employee" means any public official or state employee described in C.G.S. § 4-252(c)(1)(i) or (ii);
- 5) "Gift" has the same meaning given that term in C.G.S. § 4-250(1);
- 6) "Planning Start Date" is the date the State agency began planning the project, services, procurement, lease or licensing arrangement covered by this Contract, as indicated by the awarding State agency below; and
- 7) "Principals or Key Personnel" means and refers to those principals and key personnel of the Contractor, and its or their agents, as described in C.G.S. §§ 4-250(5) and 4-252(c)(1)(B) and (C).

I, the undersigned, am the official authorized to execute the Contract on behalf of the Contractor. I hereby certify that, between the Planning Start Date and Execution Date, neither the Contractor nor any Principals or Key Personnel has made, will make (or has promised, or offered, to, or otherwise indicated that he, she or it will, make) any Gifts to any Applicable Public Official or State Employee.

I further certify that no Principals or Key Personnel know of any action by the Contractor to circumvent (or which would result in the circumvention of) the above certification regarding Gifts by providing for any other principals, key personnel, officials, or employees of the Contractor, or its or their agents, to make a Gift to any Applicable Public Official or State Employee. I further certify that the Contractor made the bid or proposal for the Contract without fraud or collusion with any person.

CAMPAIGN CONTRIBUTION CERTIFICATION:

I further certify that, on or after December 31, 2008, neither the Contractor nor any of its principals, as defined in C.G.S. § 9-612(g)(1), has made any campaign contributions to, or solicited any contributions on behalf of, any exploratory committee, candidate committee, political committee, or party committee established by, or supporting or authorized to support, any candidate for statewide public office, in violation of C.G.S. § 9-612(g)(2)(A). I further certify that all lawful campaign contributions that have been made on or after December 31, 2008 by the Contractor or any of its principals, as defined in C.G.S. § 9-612(g)(1), to, or solicited on behalf of, any exploratory committee, candidate committee, political committee, or party committee established by, or supporting or authorized to support any candidates for statewide public office or the General Assembly, are listed below:



STATE OF CONNECTICUT
GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION

Contract Identifier:

Lawful Campaign Contributions to Candidates for Statewide Public Office:

<u>Contribution Date</u>	<u>Name of Contributor</u>	<u>Recipient</u>	<u>Description</u>

Lawful Campaign Contributions to Candidates for the General Assembly:

<u>Contribution Date</u>	<u>Name of Contributor</u>	<u>Recipient</u>	<u>Description</u>

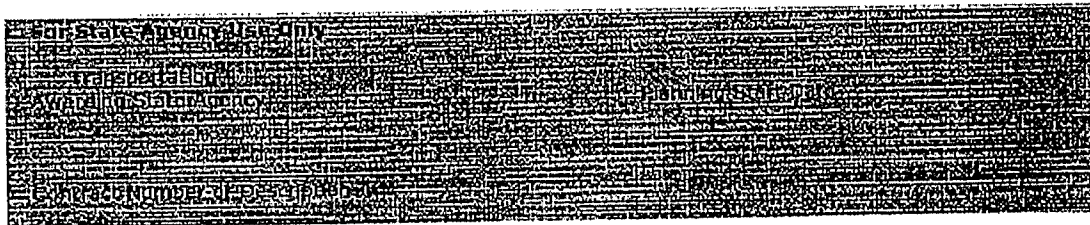
Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

Printed Contractor Name

Signature of Authorized Official

Subscribed and acknowledged before me this day of 200__.

Commissioner of the Superior Court (or Notary Public)



NOTICE TO CONTRACTOR - CODE OF ETHICS

The Contractor shall comply with the provisions contained in Section 1-86e of the Connecticut General Statutes, which provides as follows:

- (a) No person hired by the state as a Contractor or independent contractor shall:
 - (1) Use the authority provided to the person under the contract, or any confidential information acquired in the performance of the contract, to obtain financial gain for the person, an employee of the person or a member of the immediate family of any such person or employee;
 - (2) Accept another state contract which would impair the independent judgment of the person in the performance of the existing contract; or
 - (3) Accept anything of value based on an understanding that the actions of the person on behalf of the state would be influenced.
- (b) No person shall give anything of value to a person hired by the state as a Contractor or independent contractor based on an understanding that the actions of the Contractor or independent contractor on behalf of the state would be influenced.

The following clause is applicable to those contracts with a value of five hundred thousand dollars (\$500,000) or more:

The Contractor shall comply with the Code of Ethics for Public Officials, Conn. Gen. Stat. §§ 1-79 *et seq.*, and Code of Ethics for Lobbyists, Conn. Gen. Stat. §§1-91 *et seq.*, when and where applicable. Insofar as state contractors are concerned, a summary of the most relevant provisions of the Codes of Ethics is contained in the Summary of State Ethics Laws for Current and Potential State Contractors. The Contractor acknowledges receiving such Summary, which is incorporated herein by reference. The Summary may change from time to time and may be accessed via the Internet at www.ethics.state.ct.us.

The Contractor agrees that the above clause will also be incorporated in all of its contracts with its subcontractors and consultants.

The Contractor agrees that any instance of its violating the Code of Ethics or the Department of Transportation Ethics Policy will be sufficient cause for the Department to terminate any or all of the Contractor's pending contracts with the Department.

In addition, the Contractor hereby acknowledges and agrees to comply with the policies enumerated in "Connecticut Department of Transportation Policy Statement Policy No. F&A-10,

Subject: Code of Ethics Policy", dated June 1, 2007, a copy of which is attached hereto and made a part hereof.



CONNECTICUT DEPARTMENT OF TRANSPORTATION POLICY STATEMENT

POLICY NO. E&A-10
June 1, 2007

SUBJECT: Code of Ethics Policy

The purpose of this policy is to establish and maintain high standards of honesty, integrity, and quality of performance for all employees of the Department of Transportation ("DOT" or "Department"). Individuals in government service have positions of significant trust and responsibility that require them to adhere to the highest ethical standards. Standards that might be acceptable in other public or private organizations are not necessarily acceptable for the DOT.

It is expected that all DOT employees will comply with this policy as well as the Code of Ethics for Public Officials, and strive to avoid even the appearance of impropriety in their relationships with members of the public, other agencies, private vendors, consultants, and contractors. This policy is, as is permitted by law, in some cases stricter than the Code of Ethics for Public Officials. Where that is true, employees are required to comply with the more stringent DOT policy.

The Code of Ethics for Public Officials is State law and governs the conduct of all State employees and public officials regardless of the agency in which they serve. The entire Code, as well as a summary of its provisions, may be found at the Office of State Ethics' web site: www.ct.gov/ethics/site/default.asp. For formal and informal interpretations of the Code of Ethics, DOT employees should contact the Office of State Ethics or the DOT's Ethics Compliance Officer or her designee.

All State agencies are required by law to have an ethics policy statement. Additionally, all State agencies are required by law to have an Ethics Liaison or Ethics Compliance Officer. The DOT, because of the size and scope of its procurement activities, has an Ethics Compliance Officer who is responsible for the Department's: development of ethics policies; coordination of ethics training programs; and monitoring of programs for agency compliance with its ethics policies and the Code of Ethics for Public Officials. At least annually, the Ethics Compliance Officer shall provide ethics training to agency personnel involved in contractor selection, evaluation, and supervision. A DOT employee who has a question or is unsure about the provisions of this policy, or who would like assistance contacting the Office of State Ethics, should contact the Ethics Compliance Officer or her designee.

The DOT Ethics Compliance Officer is:

Denise Rodosevich, Managing Attorney
Office of Legal Services

**For questions, contact the Ethics
Compliance Officer's Designee:**

Alice M. Sexton, Principal Attorney
Office of Legal Services
2800 Berlin Turnpike
Newington, CT 06131-7546
Tel. (860) 594-3045

To contact the Office of State Ethics:

Office of State Ethics
20 Trinity Street, Suite 205
Hartford, CT 06106
Tel. (860) 566-4472
Facs. (860) 566-3806
Web: www.ethics.state.ct.us

Enforcement

The Department expects that all employees will comply with all laws and policies regarding ethical conduct. Violations of the law may subject an employee to sanctions from agencies or authorities outside the DOT. Whether or not another agency or authority imposes such sanctions, the Department retains the independent right to review and respond to any ethics violation or alleged ethics violation by its employees. Violations of this policy or ethics statutes, as construed by the DOT, may result in disciplinary action up to and including dismissal from State service.

Prohibited Activities

1. **Gifts:** DOT employees (and in some cases their family members) are prohibited by the Code of Ethics and this Policy from accepting a gift from anyone who is: (1) doing business with, or seeking to do business with, the DOT; (2) directly regulated by the DOT; (3) prequalified as a contractor pursuant to Conn. Gen. Stat. §4a-100 by the Commissioner of the Department of Administrative Services (DAS); or (4) known to be a registered lobbyist or a lobbyist's representative. These four categories of people/entities are referred to as "restricted donors." A list of registered lobbyists can be found on the web site of the Office of State Ethics (www.ct.gov/ethics/site/default.asp). A list of prequalified consultants and contractors, *i.e.*, those seeking to do business with the DOT, can be found on the DOT's Internet site under "Consultant Information" and "Doing Business with ConnDOT," respectively.

The term "gift" is defined in the Code of Ethics for Public Officials, Conn. Gen. Stat. §1-79(e), and has numerous exceptions. For example, one exception permits the acceptance of food and/or beverages valued up to \$50 per calendar year from any one donor and consumed on an occasion or occasions while the person paying or his representative is present. Therefore, such food and/or beverage is not a "gift." Another exception permits the acceptance of items having a value up to ten dollars (\$10) provided the aggregate value of all things provided by the donor to the recipient during a calendar year does not exceed fifty dollars (\$50). Therefore, such items are not a "gift." Depending on the circumstances, the "donor" may be an individual if the individual is bearing the expense, or a donor may be the individual's employer/group if the individual is passing the expense back to the employer/group he/she represents.

This policy requires DOT employees to immediately return any gift (as defined in the Code of Ethics) that any person or entity attempts to give to the employee(s). If any such gift or other item of value is received by other than personal delivery from the subject person or entity, the item shall be taken to the Office of Human Resources along with the name and address of the person or entity who gave the item. The Office of Human Resources, along with the recipient of the item of value, will arrange for the donation of the item to a local charity (e.g., Foodshare, local soup kitchens, etc.). The Office of Human Resources will then send a letter to the gift's donor advising the person of the item's donation to charity and requesting that no such gifts be given to DOT employees in the future.

2. **Contracting for Goods or Services for Personal Use With Department Contractors, Consultants, or Vendors:** Executive Order 7C provides that: "Appointed officials and state employees in the Executive Branch are prohibited from contracting for goods and services, for personal use, with any person doing business with or seeking business with his or her agency, unless the goods or services are readily available to the general public for the price which the official or state employee paid or would pay."

3. ***Gift Exchanges Between Subordinates and Supervisors/Senior Staff:*** A recent change in the Code of Ethics prohibits exchanges of gifts valued at \$100 or more between (*i.e.*, to and from) supervisors and employees under their supervision. The Citizen's Ethics Advisory Board has advised that: (1) the monetary limit imposed by this provision is a per-gift amount; (2) gifts given between supervisors and subordinates (or *vice versa*) in celebration of a "major life event," as defined in the Code of Ethics, need not comply with the \$100 limit; and (3) the limitations imposed by this provision apply to a direct supervisor and subordinate *and to any individual up or down the chain of command*. The Citizen's Ethics Advisory Board has also advised that supervisors or subordinates may not pool their money to give a collective or group gift valued at \$100 or more, even though each of the individual contributions is less than \$100.
4. ***Acceptance of Gifts to the State:*** A recent change to the Code of Ethics for Public Officials modified the definition of the term "gift" to limit the application of the so-called "gift to the State" exception. In general, "gifts to the State" are goods or services given to a State agency for use on State property or to support an event and which facilitate State action or functions. Before accepting any benefit as a "gift to the State," DOT employees should contact the Ethics Compliance Officer.
5. ***Charitable Organizations and Events:*** No DOT employee shall knowingly accept any gift, discount, or other item of monetary value for the benefit of a charitable organization from any person or entity seeking official action from, doing or seeking business with, or conducting activities regulated by, the Department.
6. ***Use of Office/Position for Financial Gain:*** DOT employees shall not use their public office, position, or influence from holding their State office/position, nor any information gained in the course of their State duties, for private financial gain (or the prevention of financial loss) for themselves, any family member, any member of their household, nor any "business with which they are associated." In general, a business with which one is associated includes any entity of which a DOT employee or his/her immediate family member is a director, owner, limited or general partner, beneficiary of a trust, holder of 5 percent or more stock, or an officer (president, treasurer, or executive or senior vice president).

DOT employees shall not use or distribute State information (except as permitted by the Freedom of Information Act), nor use State time, personnel, equipment, or materials, for other than State business purposes.

7. ***Other Employment:*** DOT employees shall not engage in, nor accept, other employment that will either impair their independence of judgment with regard to their State duties or require or induce them to disclose confidential information gained through their State duties.

Any DOT employee who engages in or accepts other employment (including as an independent contractor), or has direct ownership in an outside business or sole proprietorship, shall complete an Employment/Outside Business Disclosure Form (see attached) and submit it to the Department's Human Resources Administrator. Disclosure of other employment to the DOT Human Resources Administrator shall *not* constitute approval of the other employment for purposes of the Code of Ethics for Public Officials.

Inquiries concerning the propriety of a DOT employee's other employment shall be directed to the Office of State Ethics to assure compliance with the Code of Ethics for Public Officials. Employees anticipating accepting other employment as described above should give ample time (at least one month) to the Office of State Ethics to respond to such outside employment inquiries.

No employee of the DOT shall allow any private obligation of employment or enterprise to take precedence over his/her responsibility to the Department.

8. **Outside Business Interests:** Any DOT employee who holds, directly or indirectly, a financial interest in any business, firm, or enterprise shall complete an Employment/Outside Business Disclosure Form (see attached) and submit it to the Department's Human Resources Administrator. An indirect financial interest includes situations where a DOT employee's spouse has a financial interest in a business, firm, or enterprise. A financial interest means that the employee or his spouse is an owner, member, partner, or shareholder in a non-publicly traded entity. Disclosure of such outside business interests to the DOT Human Resources Administrator shall *not* constitute approval of the outside business interest under this Policy or the Code of Ethics for Public Officials. DOT employees shall not have a financial interest in any business, firm, or enterprise which will either impair their independence of judgment with regard to their State duties or require or induce them to disclose confidential information gained through their State duties. Inquiries concerning the propriety of a DOT employee's outside business interests shall be directed to the Office of State Ethics to assure compliance with the Code of Ethics for Public Officials.
9. **Contracts With the State:** DOT employees, their immediate family members, and/or a business with which a DOT employee is associated, may not enter into a contract with the State, other than pursuant to a court appointment, valued at \$100 or more unless the contract has been awarded through an open and public process.
10. **Sanctioning Another Person's Ethics Violation:** No DOT official or employee shall counsel, authorize, or otherwise sanction action that violates any provision of the Code of Ethics.
11. **Certain Persons Have an Obligation to Report Ethics Violations:** If the DOT Commissioner, Deputy Commissioner, or "person in charge of State agency procurement" and contracting has reasonable cause to believe that a person has violated the Code of Ethics or any law or regulation concerning ethics in State contracting, he/she *must* report such belief to the Office of State Ethics. All DOT employees are encouraged to disclose waste, fraud, abuse, and corruption about which they become aware to the appropriate authority (see also Policy Statement EX.O.-23 dated March 31, 2004), including, but not limited to, their immediate supervisor or a superior of their immediate supervisor, the DOT Office of Management Services, the Ethics Compliance Officer, the Auditors of Public Accounts, the Office of the Attorney General, or the Office of the Chief State's Attorney.
12. **Post-State Employment Restrictions:** In addition to the above-stated policies of the Department, DOT employees are advised that the Code of Ethics for Public Officials bars certain conduct by State employees *after they leave State service. Upon leaving State service:*
 - **Confidential Information:** DOT employees must never disclose or use confidential information gained in State service for the financial benefit of any person.
 - **Prohibited Representation:** DOT employees must *never* represent anyone (other than the State) concerning any "particular matter" in which they participated personally and substantially while in State service and in which the State has a substantial interest.

DOT employees also must not, for one year after leaving State service, represent anyone other than the State for compensation before the DOT concerning a matter in which the State has a substantial interest. In this context, the term "represent" has been very broadly defined. Therefore, any former DOT employee contemplating post-State employment work that might involve interaction with any bureau of DOT (or any Board or Commission administratively under the DOT) within

their first year after leaving State employment should contact the DOT Ethics Compliance Officer and/or the Office of State Ethics.

- *Employment With State Vendors:* DOT employees who participated substantially in, or supervised, the negotiation or award of a State contract valued at \$50,000 or more must not accept employment with a party to the contract (other than the State) for a period of one year after resigning from State service, if the resignation occurs within one year after the contract was signed.

13. *Ethical Considerations Concerning Bidding and State Contracts:* DOT employees also should be aware of various provisions of Part IV of the Code of Ethics that affect any person or firm who: (1) is, or is seeking to be, prequalified by DAS under Conn. Gen. Stat. §4a-100; (2) is a party to a large State construction or procurement contract, or seeking to enter into such a contract, with a State agency; or (3) is a party to a consultant services contract, or seeking to enter into such a contract, with a State agency. These persons or firms shall not:

- With the intent to obtain a competitive advantage over other bidders, solicit any information from an employee or official that the contractor knows is not and will not be available to other bidders for a large State construction or procurement contract that the contractor is seeking;
- Intentionally, willfully, or with reckless disregard for the truth, charge a State agency for work not performed or goods not provided, including submitting meritless change orders in bad faith with the sole intention of increasing the contract price, as well as falsifying invoices or bills or charging unreasonable and unsubstantiated rates for services or goods to a State agency; and
- Intentionally or willfully violate or attempt to circumvent State competitive bidding and ethics laws.

Firms or persons that violate the above provisions may be deemed a nonresponsible bidder by the DOT.

In addition, no person with whom a State agency has contracted to provide consulting services to plan specifications for any contract, and no business with which such person is associated, may serve as a consultant to any person seeking to obtain such contract, serve as a contractor for such contract, or serve as a subcontractor or consultant to the person awarded such contract.

DOT employees who believe that a contractor or consultant may be in violation of any of these provisions should bring it to the attention of their manager.

Training for DOT Employees

A copy of this policy will be posted throughout the Department, and provided to each employee either in hard copy or by e-mail. As set forth above, State law requires that certain employees involved in contractor/consultant/vendor selection, evaluation, or supervision must undergo annual ethics training coordinated or provided by the Ethics Compliance Officer. If you believe your duties meet these criteria, you should notify your Bureau Chief to facilitate compilation of a training schedule. In addition, the DOT Ethics Compliance Officer can arrange for periodic ethics training provided by the Office of State Ethics. Finally, the Department will make available, on its web site or otherwise, a copy of this policy to all vendors, contractors, and other business entities doing business with the Department.

Important Ethics Reference Materials

It is strongly recommended that every DOT employee read and review the following:

- Code of Ethics for Public Officials, Chapter 10, Part 1, Conn. General Statutes Sections 1-79 through 1-89a found at: www.ct.gov/ethics/site/default.asp
- Ethics Regulations Sections 1-81-14 through 1-81-38, found at: www.ct.gov/ethics/site/default.asp
- The Office of State Ethics web site includes summaries and the full text of formal ethics advisory opinions interpreting the Code of Ethics, as well as summaries of previous enforcement actions: www.ct.gov/ethics/site/default.asp. DOT employees are strongly encouraged to contact the Department's Ethics Compliance Officer or her designee, or the Office of State Ethics with any questions or concerns they may have.

(This Policy Statement supersedes Policy Statement No. F&A-10 dated January 6, 2006)



Ralph J. Carpenter
COMMISSIONER

Attachment

List 1 and List 3

(Managers and supervisors are requested to distribute a copy of this Policy Statement to all employees under their supervision.)

cc: Office of the Governor, Department of Administrative Services, Office of State Ethics

Department of Transportation Employment & Outside Business Disclosure Form

In accordance with Department of Transportation (Department) Policy Statement No. F&A-10, Code of Ethics Policy, I am hereby advising the Department that in addition to my current DOT position, I have other employment and/or a direct or indirect financial interest in an outside business as follows:

1. Full name of outside employer, or entity in which I or my spouse have a financial interest (e.g., ownership or member/partner): _____

2. Location of Employer/Entity disclosed above: _____

3. Nature of my/my spouse's relationship to employer/entity disclosed above (check at least one):

- Employee or Independent Contractor (circle one)
- Owner/Member/Partner/etc.
- Family Member of Owner/Member/Partner/etc.

4. State agency(ies) with which above employer/entity is doing business or seeking Business (write "N/A" if not applicable): _____

5. Job Title at Outside Employer: _____

6. Job Responsibilities at Outside Employer: _____

7. Current State Title: _____

8. Current State Job Responsibilities: _____

9. Name/Title of Current State Supervisor: _____

I understand that the filing of this Disclosure with the DOT Human Resources Administrator does not relieve me of any obligations I have to comply with the Code of Ethics for Public Officials, and does not constitute approval of my outside employment and/or financial interests under the Code of Ethics for Public Officials. *Employees engaging in outside employment are strongly urged to seek written approval of their outside employment from the Office of State Ethics, 20 Trinity Street, Hartford, CT 06106.* I also understand that if either my State or outside employment/financial interest changes in location or function I am required to notify the Department immediately.

Signed: _____
Printed Name: _____

Date: _____

NOTICE TO CONTRACTOR .GIFT CERTIFICATION DISCLOSURE

Pursuant to Connecticut General Statutes, Section 4-252 and Executive Order No. 7C, paragraph 10, the Contractor is notified of subsections (c) and (d) of this Section as follows. The Contractor must incorporate the planning date indicated below under subsection (e) on Certification Form 1, at the time the Contract is executed.

(c) The official of the person, firm or corporation awarded the contract, who is authorized to execute the contract, shall certify on such form as the State shall provide the following:

(1) That no gifts were made between the date that the state agency or quasi-public agency began planning the project, services, procurement, lease or licensing arrangement covered by the contract and the date of execution of the contract, by (A) such person, firm, corporation, (B) any principals and key personnel of the person, firm or corporation, who participated substantially in preparing the bid or proposal or the negotiation of the contract, or (C) any agent of such person, firm, corporation or principals and key personnel, who participated substantially in preparing the bid or proposal or the negotiation of the contract, to (i) any public official or state employee of the state agency or quasi-public agency soliciting bids or proposals for the contract, who participated substantially in the preparation of the bid solicitation or request for proposals for the contract or negotiation or award of the contract, or (ii) any public official or state employee of any other state agency, who has supervisory or appointing authority over such state agency or quasi-public agency;

(2) That no such principals and key personnel of the person, firm or corporation, or agent of such person, firm or corporation or principals and key personnel, knows of any action by the person, firm or corporation to circumvent such prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of the person, firm or corporation to provide a gift to any such public official or state employee; and

(3) That the person, firm or corporation made the bid or proposal without fraud or collusion with any person.

(d) Any bidder or proposer that does not make the certifications required under subsection (c) of this section shall be disqualified and the state agency or quasi-public agency shall award the contract to the next highest ranked proposer or the next lowest responsible qualified bidder or seek new bids or proposals.

(e) The date that the Department of Transportation began planning the project, services, procurement, lease or licensing arrangement to be covered by this contract is July 1, 2010.

NOTICE TO CONTRACTOR – CAMPAIGN CONTRIBUTION CERTIFICATION

A certification of campaign contribution to accompany State Contracts with a value of \$50,000 or more in a calendar or fiscal year, pursuant to Conn. Gen. Stat. §4-250 and Executive Orders No. I, paragraph 8 and No. 7C, paragraph 10, must be completed on the form provided by the Department of Transportation (DOT); and such certification shall cover the two year period preceding the execution of the contract. Each principal of a joint venture, if any, must submit a separate certification. The Department of Transportation will not accept a bid for a large state construction or procurement contract without such certification.

NOTICE TO CONTRACTOR – CONTRACTOR TRAINING REQUIREMENT FOR 10-HOUR OSHA CONSTRUCTION SAFETY AND HEALTH COURSE

In accordance with Connecticut General Statute 31-53b and Public Act No. 08-83, the Contractor is required to furnish proof that any person performing the work of a mechanic, laborer or worker pursuant to the classifications of labor under section 31-53, 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.

Proof of compliance with the provisions of the statute shall consist of a student course completion card issued by the federal Occupational Safety and Health Administration, or other such proof as deemed appropriate by the Commissioner of the Connecticut Department of Labor, dated no earlier than five years prior to the commencement of the project. Each employer shall affix a copy of the construction safety course completion card for each applicable employee to the first certified payroll submitted to the Department of Transportation on which the employee's name first appears.

Any employee required to complete a construction safety and health course as required that has not completed the course, shall have a maximum of fourteen (14) days to complete the course. If the employee has not been brought into compliance, they shall be removed from the project until such time as they have completed the required training.

This section does not apply to employees of public service companies, as defined in section 16-1 of the 2008 supplement to the General Statutes, 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.

The internet website for the federal Occupational Safety and Health Training Institute is <http://www.osha.gov/fso/ote/training/edcenters>.

Additional information regarding this statute can be found at the Connecticut Department of Labor website, <http://www.ctdol.state.ct.us/wgwkstnd/wgemenu.htm>.

Any costs associated with this notice shall be included in the general cost of the contract. In addition, there shall be no time granted to the contractor for compliance with this notice. The contractor's compliance with this notice and any associated regulations shall not be grounds for claims as outlined in Section 1.11 – "Claims".

NOTICE TO CONTRACTOR – PROCUREMENT OF MATERIALS

Upon award, the Contractor shall proceed with shop drawings, working drawings, procurement of materials, and all other submittals required to complete the work in accordance with the contract documents.

NOTICE TO CONTRACTOR - REQUIREMENTS OF TITLE 49, CODE OF FEDERAL REGULATIONS PART 26

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

NOTICE TO CONTRACTOR - BIDRIGGING AND/OR FRAUDS

The Connecticut Department of Transportation is cooperating with the U.S. Department of Transportation and the Justice Department in their investigation into highway construction contract bidrigging and/or frauds.

A toll-free "HOT LINE" telephone number 800-424-9071 has been established to receive information from contractors, subcontractors, manufacturers, suppliers or anyone with knowledge of bidrigging and/or frauds either past or current. The "HOT LINE" telephone number will be manned during normal working hours (8 A.M. - 5 P.M. EST.), and information will be treated confidentially and anonymity respected.

NOTICE TO CONTRACTOR - VEHICLE EMISSIONS

All motor vehicles and/or construction equipment (both on-highway and non-road) shall comply with all pertinent State and Federal regulations relative to exhaust emission controls and safety.

The contractor shall establish staging zones for vehicles that are waiting to load or unload at the contract area. Such zones shall be located where the emissions from the vehicles will have minimum impact on abutters and the general public.

Idling of delivery and/or dump trucks, or other equipment shall not be permitted during periods of non-active use, and it should be limited to three minutes in accordance with the Regulations of Connecticut State Agencies Section 22a-174-18(b)(3)(c):

No mobile source engine shall be allowed "to operate for more than three (3) consecutive minutes when the mobile source is not in motion, except as follows:

- (i) When a mobile source is forced to remain motionless because of traffic conditions or mechanical difficulties over which the operator has no control,
- (ii) When it is necessary to operate defrosting, heating or cooling equipment to ensure the safety or health of the driver or passengers,
- (iii) When it is necessary to operate auxiliary equipment that is located in or on the mobile source to accomplish the intended use of the mobile source,
- (iv) To bring the mobile source to the manufacturer's recommended operating temperature,
- (v) When the outdoor temperature is below twenty degrees Fahrenheit (20 degrees F),
- (vi) When the mobile source is undergoing maintenance that requires such mobile source be operated for more than three (3) consecutive minutes, or
- (vii) When a mobile source is in queue to be inspected by U.S. military personnel prior to gaining access to a U.S. military installation."

All work shall be conducted to ensure that no harmful effects are caused to adjacent sensitive receptors. Sensitive receptors include but are not limited to hospitals, schools, daycare facilities, elderly housing and convalescent facilities. Engine exhaust shall be located away from fresh air intakes, air conditioners, and windows.

A Vehicle Emissions Mitigation plan will be required for areas where extensive work will be performed in close proximity (less than 50 feet (15 meters)) to sensitive receptors. No work will proceed until a sequence of construction and a Vehicle Emissions Mitigation plan is submitted in writing to the Engineer for review and all comments are addressed prior to the commencement of

any extensive construction work in close proximity (less than 50 feet (15 meters)) to sensitive receptors. The mitigation plan must address the control of vehicle emissions from all vehicles and construction equipment.

If any equipment is found to be in non-compliance with this specification, the contractor will be issued a Notice of Non-Compliance and given a 24 hour period in which to bring the equipment into compliance or remove it from the project. If the contractor then does not comply, the Engineer shall withhold all payments for the work performed on any item(s) on which the non-conforming equipment was utilized for the time period in which the equipment was out of compliance.

Any costs associated with this "Vehicle Emissions" notice shall be included in the general cost of the contract. In addition, there shall be no time granted to the contractor for compliance with this notice. The contractor's compliance with this notice and any associated regulations shall not be grounds for claims as outlined in Section 1.11 – "Claims".

NOTICE TO CONTRACTOR – PRIVATE WELLS

The Contractor is hereby notified that there are private domestic drinking wells within 1000 feet of the limits of construction for this project.

NOTICE TO CONTRACTOR – TOWN OF COVENTRY DISCLAIMER

Town of Coventry bidding and other information and documents which are obtained through the Internet, World Wide Web Sites or other sources are not to be construed to be official information for the purposes of bidding or conducting other business with the Town.

It is the responsibility of each bidder and all other interested parties to obtain all bidding related information and documents from official sources within the Town.

Persons and/or entities that reproduce and/or make such information available by any means are not authorized by the Town to do so and may be liable for claims resulting from the dissemination of unofficial, incomplete and/or inaccurate information.

DRAFT

AIA® Document A101™ - 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the day of in the year
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

«»«»
«»«»
«»«»
«»«»
«»«»

and the Contractor:
(Name, legal status, address and other information)

«»«»«»
«»«»
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«»«»

for the following Project:
(Name, location and detailed description) **DRAFT**

«»«»
«»«»
«»«»
«»«»

The Architect:
(Name, legal status, address and other information)

«»«»«»
«»«»
«»«»
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«»«»

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101™-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201™-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

- The date of this Agreement.
- A date set forth in a notice to proceed issued by the Owner.
- Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)



If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

[] Not later than () calendar days from the date of commencement of the Work.

[] By the following date:

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be (\$) , subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. (Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance

§ 4.3 Allowances, if any, included in the Contract Sum: (Identify each allowance.)

Item	Price

§ 4.4 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)

§ 4.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

«»

§ 4.6 Other:

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

«»

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the ~~15~~ day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the ~~15~~ day of the ~~15~~ month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than ~~15~~ (~~15~~) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

§ 5.1.7.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage upon Substantial Completion.)

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201-2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201-2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

%% %

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201-2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201-2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

Arbitration pursuant to Section 15.4 of AIA Document A201-2017

Litigation in a court of competent jurisdiction

Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201-2017, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

DRAFT

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201-2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

(Name, address, email address, and other information)

§ 8.3 The Contractor's representative:

(Name, address, email address, and other information)

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™-2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203-2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™-2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™-2017, General Conditions of the Contract for Construction
- .4 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203-2013 incorporated into this Agreement.)



- .5 Drawings

Number	Title	Date

- .6 Specifications

Section	Title	Date	Pages

- .7 Addenda, if any:

Number	Date	Pages


Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

- .8 Other Exhibits:


(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)



[] The Sustainability Plan:

Title	Date	Pages
		

[] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
			

- 9 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)



This Agreement entered into as of the day and year first written above.

OWNER (Signature)



(Printed name and title)

CONTRACTOR (Signature)



(Printed name and title)

DRAFT

PERFORMANCE BOND
TOWN OF COVENTRY, CONNECTICUT

KNOW ALL MEN BY THESE PRESENTS

THAT WE, _____ of the Town of _____, County of _____ and State of Connecticut; as PRINCIPAL, and _____, as SURETY, are held and firmly bound unto the TOWN OF COVENTRY, hereinafter called OWNER in the sum of _____ (\$_____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, whereas the Principal has entered into a certain written contract with the Owner, dated _____ day of _____, 2019, a copy of which is hereunto attached and made a part hereof for the construction of:

COVENTRY HIGH SCHOOL FLOORING ABATEMENT AND REPLACEMENT PROJECT

NOW THEREFORE, if the Principal shall well and truly keep, and perform its duties, all the undertakings, covenants, terms, conditions and agreements of said Contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such Contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in any way

PAYMENT BOND

TOWN OF COVENTRY, CONNECTICUT

KNOW ALL MEN BY THESE PRESENTS

THAT WE, _____ of the Town of _____, County of _____ and State of Connecticut; as PRINCIPAL, and _____, as SURETY, are held and firmly bound unto the TOWN OF COVENTRY, hereinafter called OWNER in the sum of _____ (\$_____) in Lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, whereas the Principal has entered into a certain written contract with the Owner, dated the _____ day of _____, 2018, a copy of which is hereto attached and made a part hereof for the construction of:

COVENTRY HIGH SCHOOL FLOORING ABATEMENT AND REPLACEMENT PROJECT

NOW THERE, if the Principal shall promptly make payment to persons, firms, subcontractors, and corporations furnishing materials for a performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED , FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension

PAYMENT BOND

TOWN OF COVENTRY, CONNECTICUT

of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED, FURTHER, there are no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

PAYMENT BOND

TOWN OF COVENTRY, CONNECTICUT

IN WITNESS WHEREOF, WE HAVE SET our hands and seals this _____ day of _____, 2019.

Witness Principal _____ L.S.

Witness Surety _____ L.S.

_____ By: _____ L.S.

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is Partnership, all partners should execute bond.

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Connecticut.

NOTICE OF AWARD

TO: _____

PROJECT: **COVENTRY HIGH SCHOOL FLOORING ABATEMENT AND REPLACEMENT PROJECT**

In response to your Bid submitted on _____, 2019, for the above described work, you are hereby notified that your Bid has been accepted for the unit prices quoted.

You are required by the Information for Bidders to execute the Agreement and furnish the required Contractors Performance Bond and Certificates of Insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said Bonds within ten (10) days from the date of this Notice, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your Bid as abandoned and as a forfeiture of your Bid Bond. The Owner will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the Owner.

Dated this _____ day of _____, 2019,

TOWN OF COVENTRY
(Owner)

By _____
John A. Elsesser
Town Manager

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged by

this _____ day of _____, 2019,

By _____
(Please Print)

Title _____

NOTICE TO PROCEED

Date: _____

TO: (Contractor)

PROJECT: COVENTRY HIGH SCHOOL FLOORING ABATEMENT AND REPLACEMENT PROJECT

You are hereby notified to commence work in accordance with the Agreement date _____
_____ 2019, on or before _____
2019, and you are to complete the work as indicated in the Instruction to Bidders, section,
"Time of Completion".

TOWN OF COVENTRY
(Owner)

By:
John A. Elsesser
Town Manager

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged by

this _____ day of _____, 2019,

By: _____

Title: _____

Construction Contracts - Required Contract Provisions
(State Funded Only Contracts)

Index

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 - a. Construction, Alteration or Repair; Wage Rates
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1. Title VI of the Civil Rights Act of 1964 / Nondiscrimination Requirements

The Contractor shall comply with Title VI of the Civil Rights Act of 1964 as amended (42 U.S.C. 2000 et seq.), all requirements imposed by the regulations of the United States Department of Transportation (49 CFR Part 21) issued in implementation thereof, and the Title VI Contractor Assurances attached hereto at Exhibit A, all of which are hereby made a part of this Contract.

2. Contractor Work Force Utilization / Equal Employment Opportunity

- (a) The Contractor shall comply with the Contractor Work Force Utilization / Equal Employment Opportunity requirements attached at Exhibit B and hereby made part of this Contract, whenever a contractor or subcontractor at any tier performs construction work in excess of \$10,000. These goals shall be included in each contract and subcontract. Goal achievement is calculated for each trade using the hours worked under each trade.
- (b) Companies with contracts, agreements or purchase orders valued at \$10,000 or more will develop and implement an Affirmative Action Plan utilizing the ConnDOT Affirmative Action Plan Guideline. This Plan shall be designed to further the provision of equal employment opportunity to all persons without regard to their race, color, religion, sex or national origin, and to promote the full realization of equal employment opportunity through a positive continuation program. Plans shall be updated as required by ConnDOT.

3. Contract Wage Rates

The Contractor shall comply with:

The State wage rate requirements indicated in Exhibit E hereof are hereby made part of this Contract.

Prevailing Wages for Work, the Contractor shall comply with the provisions of Section 31-54 and 31-55a of the Connecticut General Statutes, as revised.

4. Americans with Disabilities Act of 1990

This provision applies to those Contractors who are or will be responsible for compliance with the terms of the Americans with Disabilities Act of 1990, (42 U.S.C. 12101 et seq.), (Act), during the term of the Contract. The Contractor represents that it is familiar with the terms of this Act and that it is in

compliance with the Act. Failure of the Contractor to satisfy this standard as the same applies to performance under this Contract, either now or during the term of the Contract as it may be amended, will render the Contract voidable at the option of the State upon notice to the contractor. The Contractor warrants that it will hold the State harmless and indemnify the State from any liability which may be imposed upon the State as a result of any failure of the Contractor to be in compliance with this Act, as the same applies to performance under this Contract.

5. Connecticut Statutory Labor Requirements

(a) Construction, Alteration or Repair; Wage Rates. The Contractor shall comply with Section 31-53 of the Connecticut General Statutes, as revised. The wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in subsection (i) of section 31-53 of the Connecticut General Statutes, shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day.

(b) Debarment List. Limitation on Awarding Contracts. The Contractor shall comply with Section 31-53a of the Connecticut General Statutes, as revised.

(c) Construction Safety and Health Course. The Contractor shall comply with section 31-53b of the Connecticut General Statutes, as revised. The contractor shall furnish proof to the Labor Commissioner 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 of the Connecticut General Statutes, as revised, 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.

Any employee required to complete a construction safety and health course as required that has not completed the course, shall have a maximum of fourteen (14) days to complete the course. If the employee has not been brought into compliance, they shall be removed from the project until such time as they have completed the required training.

Any costs associated with this notice shall be included in the general cost of the contract. In addition, there shall be no time granted to the contractor for compliance with this notice. The contractor's compliance with this notice and any associated regulations shall not be grounds for claims as outlined in Section 1.11 – "Claims".

(d) Awarding of Contracts to Occupational Safety and Health Law Violators Prohibited. The Contract is subject to Section 31-57b of the Connecticut General Statutes, as revised.

(e) Residents Preference in Work on Other Public Facilities. NOT APPLICABLE TO FEDERAL AID CONTRACTS. Pursuant to Section 31-52a of the Connecticut General Statutes,

as revised, in the employment of mechanics, laborers or workmen to perform the work specified herein, preference shall be given to residents of the state who are, and continuously for at least six months prior to the date hereof have been, residents of this state, and if no such person is available, then to residents of other states

6. Tax Liability - Contractor's Exempt Purchase Certificate (CERT - 141)

The Contractor shall comply with Chapter 219 of the Connecticut General Statutes pertaining to tangible personal property or services rendered that is/are subject to sales tax. The Contractor is responsible for determining its tax liability. If the Contractor purchases materials or supplies pursuant to the Connecticut Department of Revenue Services' "Contractor's Exempt Purchase Certificate (CERT-141)," as may be revised, the Contractor acknowledges and agrees that title to such materials and supplies installed or placed in the project will vest in the State simultaneously with passage of title from the retailers or vendors thereof, and the Contractor will have no property rights in the materials and supplies purchased.

Forms and instructions are available anytime by:

Internet: Visit the DRS website at www.ct.gov/DRS to download and print Connecticut tax forms; or
Telephone: Call 1-800-382-9463 (Connecticut calls outside the Greater Hartford calling area only) and select Option 2 or call 860-297-4753 (from anywhere).

7. Executive Orders

This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. The Contract may also be subject to the applicable parts of Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions. If Executive Orders 7C and 14 are applicable, they are deemed to be incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the Department shall provide a copy of these orders to the Contractor.

8. Non Discrimination Requirement (pursuant to section 4a-60 and 4a-60a of the Connecticut General Statutes, as revised): References to "minority business enterprises" in this Section are not applicable to Federal-aid projects/contracts. Federal-aid projects/contracts are instead subject to the Federal Disadvantaged Business Enterprise Program.

(a) For purposes of this Section, the following terms are defined as follows:

- i. "Commission" means the Commission on Human Rights and Opportunities;
- ii. "Contract" and "contract" include any extension or modification of the Contract or contract;
- iii. "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
- iv. "gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth,

which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose.

- v. "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
- vi. "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;
- vii. "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;
- viii. "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
- ix. "minority business enterprise" means any small contractor or supplier of materials fifty-one percent 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 Connecticut General Statutes § 32-9n; and
- x. "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

- (b) (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, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability 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; (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 the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the 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 Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

- (c) 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.
- (d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- (e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
- (f) 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.
- (g) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section. and to post

copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.

- (h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.”

The Nondiscrimination Certifications can be found at the Office of Policy and Management website.

<http://www.ct.gov/opm/cwp/view.asp?a=2982&Q=390928>

9. Whistleblower Provision

The following clause is applicable if the Contract has a value of Five Million Dollars (\$5,000,000) or more.

Whistleblowing. This Contract may be subject to the provisions of Section 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of this Contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

10. Connecticut Freedom of Information Act

- (a) **Disclosure of Records.** This Contract may be subject to the provisions of section 1-218 of the Connecticut General Statutes. In accordance with this statute, each contract in excess of two million five hundred thousand dollars between a public agency and a person for the performance of a governmental function shall (a) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (b) indicate that such records and files are subject to FOIA and may be disclosed by the public agency pursuant to FOIA. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with FOIA. Any complaint by a person who is denied the right to inspect or copy such

records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of sections 1-205 and 1-206 of the Connecticut General Statutes.

(b) Confidential Information. The State will afford due regard to the Contractor's request for the protection of proprietary or confidential information which the State receives from the Contractor. However, all materials associated with the Contract are subject to the terms of the FOIA and all corresponding rules, regulations and interpretations. In making such a request, the Contractor may not merely state generally that the materials are proprietary or confidential in nature and not, therefore, subject to release to third parties. Those particular sentences, paragraphs, pages or sections that the Contractor believes are exempt from disclosure under the FOIA must be specifically identified as such. Convincing explanation and rationale sufficient to justify each exemption consistent with the FOIA must accompany the request. The rationale and explanation must be stated in terms of the prospective harm to the competitive position of the Contractor that would result if the identified material were to be released and the reasons why the materials are legally exempt from release pursuant to the FOIA. To the extent that any other provision or part of the Contract conflicts or is in any way inconsistent with this section, this section controls and shall apply and the conflicting provision or part shall not be given effect. If the Contractor indicates that certain documentation is submitted in confidence, by specifically and clearly marking the documentation as "CONFIDENTIAL," DOT will first review the Contractor's claim for consistency with the FOIA (that is, review that the documentation is actually a trade secret or commercial or financial information and not required by statute), and if determined to be consistent, will endeavor to keep such information confidential to the extent permitted by law. See, e.g., Conn. Gen. Stat. §1-210(b)(5)(A-B). The State, however, has no obligation to initiate, prosecute or defend any legal proceeding or to seek a protective order or other similar relief to prevent disclosure of any information that is sought pursuant to a FOIA request. Should the State withhold such documentation from a Freedom of Information requester and a complaint be brought to the Freedom of Information Commission, the Contractor shall have the burden of cooperating with DOT in defense of that action and in terms of establishing the availability of any FOIA exemption in any proceeding where it is an issue. In no event shall the State have any liability for the disclosure of any documents or information in its possession which the State believes are required to be disclosed pursuant to the FOIA or other law.

11. Service of Process

The Contractor, if not a resident of the State of Connecticut, or, in the case of a partnership, the partners, if not residents, hereby appoints the Secretary of State of the State of Connecticut, and his successors in office, as agent for service of process for any action arising out of or as a result of this Contract; such appointment to be in effect throughout the life of this Contract and six (6) years thereafter.

12. Substitution of Securities for Retainages on State Contracts and Subcontracts

This Contract is subject to the provisions of Section 3-112a of the General Statutes of the State of Connecticut, as revised.

13. Health Insurance Portability and Accountability Act of 1996 (HIPAA)

The Contractor shall comply, if applicable, with the Health Insurance Portability and Accountability Act of 1996 and, pursuant thereto, the provisions attached at Exhibit C, and hereby made part of this Contract.

14. Forum and Choice of Law

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

15. Summary of State Ethics Laws

Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes, the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes is incorporated by reference into and made a part of the Contract as if the summary had been fully set forth in the Contract.

16. Audit and Inspection of Plants, Places of Business and Records

- (a) The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Contractor's and Contractor Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Contract. For the purposes of this Section, "Contractor Parties" means the Contractor's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract and the Contractor intends for such other person or entity to Perform under the Contract in any capacity.
- (b) The Contractor shall maintain, and shall require each of the Contractor Parties to maintain, accurate and complete Records. The Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the State and its agents.
- (c) The State shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.
- (d) The Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties' Records until three (3) years after the latter of (i) final payment under this Agreement, or (ii) the expiration or earlier termination of this Agreement, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.
- (e) The Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.
- (f) The Contractor shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Contractor Party.

17. Campaign Contribution Restriction

For all State contracts, defined in Conn. Gen. Stat. §9-612(g)(1) as having a value in a calendar year of \$50,000 or more, or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice, as set forth in "Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations," attached as Exhibit D.

18. Tangible Personal Property

(a) The Contractor on its behalf and on behalf of its Affiliates, as defined below, shall comply with the provisions of Conn. Gen. Stat. §12-411b, as follows:

- (1) For the term of the Contract, the Contractor and its Affiliates shall collect and remit to the State of Connecticut, Department of Revenue Services, any Connecticut use tax due under the provisions of Chapter 219 of the Connecticut General Statutes for items of tangible personal property sold by the Contractor or by any of its Affiliates in the same manner as if the Contractor and such Affiliates were engaged in the business of selling tangible personal property for use in Connecticut and had sufficient nexus under the provisions of Chapter 219 to be required to collect Connecticut use tax;
- (2) A customer's payment of a use tax to the Contractor or its Affiliates relieves the customer of liability for the use tax;
- (3) The Contractor and its Affiliates shall remit all use taxes they collect from customers on or before the due date specified in the Contract, which may not be later than the last day of the month next succeeding the end of a calendar quarter or other tax collection period during which the tax was collected;
- (4) The Contractor and its Affiliates are not liable for use tax billed by them but not paid to them by a customer; and
- (5) Any Contractor or Affiliate who fails to remit use taxes collected on behalf of its customers by the due date specified in the Contract shall be subject to the interest and penalties provided for persons required to collect sales tax under chapter 219 of the general statutes.

(b) For purposes of this section of the Contract, the word "Affiliate" means any person, as defined in section 12-1 of the general statutes, that controls, is controlled by, or is under common control with another person. A person controls another person if the person owns, directly or indirectly, more than ten per cent of the voting securities of the other person. The word "voting security" means a security that confers upon the holder the right to vote for the election of members of the board of directors or similar governing body of the business, or that is convertible into, or entitles the holder to receive, upon its exercise, a security that confers such a right to vote. "Voting security" includes a general partnership interest.

(c) The Contractor represents and warrants that each of its Affiliates has vested in the Contractor plenary authority to so bind the Affiliates in any agreement with the State of Connecticut. The Contractor on its own behalf and on behalf of its Affiliates shall also provide, no later than 30 days after receiving a request by the State's contracting authority, such information as the State may require to ensure, in the State's sole determination, compliance with the provisions of Chapter 219 of the Connecticut General Statutes, including, but not limited to, §12-411b.

19. Bid Rigging and/or Fraud – Notice to Contractor

The Connecticut Department of Transportation is cooperating with the U.S. Department of Transportation and the Justice Department in their investigation into highway construction contract bid rigging and/or fraud.

A toll-free "HOT LINE" telephone number 800-424-9071 has been established to receive information from contractors, subcontractors, manufacturers, suppliers or anyone with knowledge of bid rigging

and/or fraud, either past or current. The “HOT LINE” telephone number will be available during normal working hours (8:00 am – 5:00 pm EST). Information will be treated confidentially and anonymity respected.

20. Consulting Agreement Affidavit

The Contractor shall comply with Connecticut General Statutes Section 4a-81(a) and 4a-81(b), as revised. Pursuant to Public Act 11-229, after the initial submission of the form, if there is a change in the information contained in the form, a contractor shall submit the updated form, as applicable, either (i) not later than thirty (30) days after the effective date of such change or (ii) prior to execution of any new contract, whichever is earlier.

The Affidavit/Form may be submitted in written format or electronic format through the Department of Administrative Services (DAS) website.

EXHIBIT A

TITLE VI CONTRACTOR ASSURANCES

During the performance of this Contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

1. Compliance with Regulations: The Contractor shall comply with the regulations relative to nondiscrimination in federally assisted programs of the United States Department of Transportation (hereinafter, "USDOT"), Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination: The Contractor, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, national origin, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Subsection 5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment:

In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, or disability.

4. Information and Reports: The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Connecticut Department of Transportation (ConnDOT) or the Funding Agency (FHWA, FTA and FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to ConnDOT or the Funding Agency, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the ConnDOT shall impose such sanctions as it or the Funding Agency may determine to be appropriate, including, but not limited to:

- A. Withholding contract payments until the Contractor is in-compliance; and/or
- B. Cancellation, termination, or suspension of the Contract, in whole or in part.

6. Incorporation of Provisions: The Contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the ConnDOT or the Funding Agency may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the ConnDOT to enter into such litigation to protect the interests of the Funding Agency, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States

EXHIBIT B

CONTRACTOR WORKFORCE UTILIZATION / EQUAL EMPLOYMENT OPPORTUNITY

1. Project Workforce Utilization Goals:

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or Federally assisted or funded) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for the geographical area where the work is actually performed.

Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications which contain the applicable goals for minority and female participation.

The goals for minority and female utilization are expressed in percentage terms for the contractor's aggregate work-force in each trade on all construction work in the covered area, are referenced in the Appendix A below.

STATE FUNDED PROJECTS (only)

APPENDIX A

(Labor Market Goals)

LABOR MARKET AREA GOAL

Minority

Female

Bridgeport 6.9%			14%
Ansonia	Beacon Falls	Bridgeport	Derby
Easton	Fairfield	Milford	Monroe
Oxford	Seymour	Shelton	Stratford
Trumbull			
Danbury 6.9%			4%
Bethel	Bridgewater	Brookfield	Danbury
Kent	New Fairfield	New Milford	Newtown
Redding	Ridgefield	Roxbury	Sherman
Washington			
Danielson 6.9%			2%
Brooklyn	Eastford	Hampton	Killingly
Pomfret	Putnam	Scotland	Sterling
Thompson	Voluntown	Union	Woodstock
Hartford 6.9%			15%

Andover	Ashford	Avon	Barkhamsted
Belin	Bloomfield	Bolton	Bristol
Burlington	Canton	Chaplin	Colchester
Columbia	Coventry	Cromwell	Durham
East Granby	East Haddam	East Hampton	East Hartford
East Windsor	Ellington	Enfield	Farmington
Glastonbury	Granby	Haddam	Hartford
Harwinton	Hebron	Lebanon	Manchester
Mansfield	Marlborough	Middlefield	Middletown
Newington	Plainville	Plymouth	Portland
Rocky Hill	Simsbury	Somers	South Windsor
Southington	Stafford	Suffield	Tolland
Vernon	West Hartford	Wethersfield	Willington
Winchester	Windham	Windsor	Windsor Locks

Lower River 6.9%			2%
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Chester	Deep River	Essex	Old Lyme
Westbrook			

New Haven 6.9%			14%
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Bethany	Branford	Cheshire	Clinton
East Haven	Guilford	Hamden	Killingworth
Madison	Meriden	New Haven	North Branford
North Haven	Orange	Wallingford	West Haven
Woodbridge			

New London 6.9%			8%
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Bozrah	Canterbury	East Lyme	Franklin
Griswold	Groton	Ledyard	Lisbon
Montville	New London	North Stonington	Norwich
Old Lyme	Old Saybrook	Plainfield	Preston
Salem	Sprague	Stonington	Waterford
Hopkinton	RI – Westerly Rhode Island		

Stamford 6.9%			17%
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Darien	Greenwich	New Canaan	Norwalk
Stamford	Weston	Westport	Wilton

Torrington 6.9%			2%
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Canaan	Colebrook	Cornwall	Goshen
Hartland	Kent	Litchfield	Morris
Norfolk	North Canaan	Salisbury	Sharon
Torrington	Warren		

Waterbury 6.9%				10%
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Bethlehem
Southbury
Wolcott

Middlebury
Thomaston
Woodbury

Naugatuck
Waterbury

Prospect
Watertown

EXHIBIT C

Health Insurance Portability and Accountability Act of 1996 ("HIPAA").

- (a) If the Contactor is a Business Associate under the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Contractor must comply with all terms and conditions of this Section of the Contract. If the Contractor is not a Business Associate under HIPAA, this Section of the Contract does not apply to the Contractor for this Contract.
- (b) The Contractor is required to safeguard the use, publication and disclosure of information on all applicants for, and all clients who receive, services under the Contract in accordance with all applicable federal and state law regarding confidentiality, which includes but is not limited to HIPAA, more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, and E; and
- (c) The State of Connecticut Agency named on page 1 of this Contract (hereinafter the "Department") is a "covered entity" as that term is defined in 45 C.F.R. § 160.103; and
- (d) The Contractor, on behalf of the Department, performs functions that involve the use or disclosure of "individually identifiable health information," as that term is defined in 45 C.F.R. § 160.103; and
- (e) The Contractor is a "business associate" of the Department, as that term is defined in 45 C.F.R. § 160.103; and
- (f) The Contractor and the Department agree to the following in order to secure compliance with the HIPAA, the requirements of Subtitle D of the Health Information Technology for Economic and Clinical Health Act (hereinafter the HITECH Act), (Pub. L. 111-5, sections 13400 to 13423), and more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, and E.
- (g) Definitions
 - (1) "Breach shall have the same meaning as the term is defined in section 13400 of the HITECH Act (42 U.S.C. §17921(1))
 - (2) "Business Associate" shall mean the Contractor.
 - (3) "Covered Entity" shall mean the Department of the State of Connecticut named on page 1 of this Contract.
 - (4) "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 C.F.R. § 164.501.
 - (5) "Electronic Health Record" shall have the same meaning as the term is defined in section 13400 of the HITECH Act (42 U.S.C. §17921(5))
 - (6) "Individual" shall have the same meaning as the term "individual" in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative as defined in 45 C.F.R. § 164.502(g).

- (7) "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and parts 164, subparts A and E.
 - (8) "Protected Health Information" or "PHI" shall have the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, limited to information created or received by the Business Associate from or on behalf of the Covered Entity.
 - (9) "Required by Law" shall have the same meaning as the term "required by law" in 45 C.F.R. § 164.103.
 - (10) "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.
 - (11) "More stringent" shall have the same meaning as the term "more stringent" in 45 C.F.R. § 160.202.
 - (12) "This Section of the Contract" refers to the HIPAA Provisions stated herein, in their entirety.
 - (13) "Security Incident" shall have the same meaning as the term "security incident" in 45 C.F.R. § 164.304.
 - (14) "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. part 160 and parts 164, subpart A and C.
 - (15) "Unsecured protected health information" shall have the same meaning as the term as defined in section 13402(h)(1)(A) of HITECH. Act. (42 U.S.C. §17932(h)(1)(A)).
- (h) Obligations and Activities of Business Associates.
- (1) Business Associate agrees not to use or disclose PHI other than as permitted or required by this Section of the Contract or as Required by Law.
 - (2) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of PHI other than as provided for in this Section of the Contract.
 - (3) Business Associate agrees to use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic protected health information that it creates, receives, maintains, or transmits on behalf of the Covered Entity.
 - (4) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by Business Associate in violation of this Section of the Contract.
 - (5) Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by this Section of the Contract or any security incident of which it becomes aware.

- (6) Business Associate agrees to insure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate, on behalf of the Covered Entity, agrees to the same restrictions and conditions that apply through this Section of the Contract to Business Associate with respect to such information.
- (7) Business Associate agrees to provide access, at the request of the Covered Entity, and in the time and manner agreed to by the parties, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. § 164.524.
- (8) Business Associate agrees to make any amendments to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of the Covered Entity, and in the time and manner agreed to by the parties.
- (9) Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by, Business Associate on behalf of Covered Entity, available to Covered Entity or to the Secretary in a time and manner agreed to by the parties or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
- (10) Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.
- (11) Business Associate agrees to provide to Covered Entity, in a time and manner agreed to by the parties, information collected in accordance with clause h. (10) of this Section of the Contract, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder. Business Associate agrees at the Covered Entity's direction to provide an accounting of disclosures of PHI directly to an individual in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.
- (12) Business Associate agrees to comply with any state or federal law that is more stringent than the Privacy Rule.
- (13) Business Associate agrees to comply with the requirements of the HITECH Act relating to privacy and security that are applicable to the Covered Entity and with the requirements of 45 C.F.R. sections 164.504(e), 164.308, 164.310, 164.312, and 164.316.
- (14) In the event that an individual requests that the Business Associate (a) restrict disclosures of PHI; (b) provide an accounting of disclosures of the individual's PHI; or (c) provide a copy of the individual's PHI in an electronic health record, the Business Associate agrees to notify the covered entity, in writing, within two business days of the request.

(15) Business Associate agrees that it shall not, directly or indirectly, receive any remuneration in exchange for PHI of an individual without (1) the written approval of the covered entity, unless receipt of remuneration in exchange for PHI is expressly authorized by this Contract and (2) the valid authorization of the individual, except for the purposes provided under section 13405(d)(2) of the HITECH Act, (42 U.S.C. § 17935(d)(2)) and in any accompanying regulations

(16) Obligations in the Event of a Breach

- A. The Business Associate agrees that, following the discovery of a breach of unsecured protected health information, it shall notify the Covered Entity of such breach in accordance with the requirements of section 13402 of HITECH (42 U.S.C. 17932(b) and the provisions of this Section of the Contract.
- B. Such notification shall be provided by the Business Associate to the Covered Entity without unreasonable delay, and in no case later than 30 days after the breach is discovered by the Business Associate, except as otherwise instructed in writing by a law enforcement official pursuant to section 13402 (g) of HITECH (42 U.S.C. 17932(g)) . A breach is considered discovered as of the first day on which it is, or reasonably should have been, known to the Business Associate. The notification shall include the identification and last known address, phone number and email address of each individual (or the next of kin of the individual if the individual is deceased) whose unsecured protected health information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during such breach.
- C. The Business Associate agrees to include in the notification to the Covered Entity at least the following information:
 1. A brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known.
 2. A description of the types of unsecured protected health information that were involved in the breach (such as full name, Social Security number, date of birth, home address, account number, or disability code).
 3. The steps the Business Associate recommends that individuals take to protect themselves from potential harm resulting from the breach.
 4. A detailed description of what the Business Associate is doing to investigate the breach, to mitigate losses, and to protect against any further breaches.
 5. Whether a law enforcement official has advised either verbally or in writing the Business Associate that he or she has determined that notification or notice to individuals or the posting required under section 13402 of the HITECH Act would impede a criminal investigation or cause damage to national security and; if so, include contact information for said official.
- D. Business Associate agrees to provide appropriate staffing and have established procedures to ensure that individuals informed by the Covered Entity of a breach by

the Business Associate have the opportunity to ask questions and contact the Business Associate for additional information regarding the breach. Such procedures shall include a toll-free telephone number, an e-mail address, a posting on its Web site and a postal address. Business Associate agrees to include in the notification of a breach by the Business Associate to the Covered Entity, a written description of the procedures that have been established to meet these requirements. Costs of such contact procedures will be borne by the Contractor.

E. Business Associate agrees that, in the event of a breach, it has the burden to demonstrate that it has complied with all notifications requirements set forth above, including evidence demonstrating the necessity of a delay in notification to the Covered Entity.

(i) Permitted Uses and Disclosure by Business Associate.

(1) General Use and Disclosure Provisions Except as otherwise limited in this Section of the Contract, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Contract, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.

(2) Specific Use and Disclosure Provisions

(A) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.

(B) Except as otherwise limited in this Section of the Contract, Business Associate may disclose PHI for the proper management and administration of Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(C) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).

(j) Obligations of Covered Entity.

(1) Covered Entity shall notify Business Associate of any limitations in its notice of privacy practices of Covered Entity, in accordance with 45 C.F.R. § 164.520, or to the extent that such limitation may affect Business Associate's use or disclosure of PHI.

- (2) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
 - (3) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
- (k) Permissible Requests by Covered Entity. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by the Covered Entity, except that Business Associate may use and disclose PHI for data aggregation, and management and administrative activities of Business Associate, as permitted under this Section of the Contract.

(l) Term and Termination.

- (1) Term. The Term of this Section of the Contract shall be effective as of the date the Contract is effective and shall terminate when the information collected in accordance with clause h. (10) of this Section of the Contract is provided to the Covered Entity and all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.
- (2) Termination for Cause Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
 - (A) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate the Contract if Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity; or
 - (B) Immediately terminate the Contract if Business Associate has breached a material term of this Section of the Contract and cure is not possible; or
 - (C) If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(3) Effect of Termination

- (A) Except as provided in (1)(2) of this Section of the Contract, upon termination of this Contract, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. Business Associate shall also provide the information collected in accordance with clause h. (10) of this Section of the Contract to the Covered Entity within ten business days of the notice of termination. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.
- (B) In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the

conditions that make return or destruction infeasible. Upon documentation by Business Associate that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Section of the Contract to such PHI and limit further uses and disclosures of PHI to those purposes that make return or destruction infeasible, for as long as Business Associate maintains such PHI. Infeasibility of the return or destruction of PHI includes, but is not limited to, requirements under state or federal law that the Business Associate maintains or preserves the PHI or copies thereof.

(m) Miscellaneous Provisions.

- (1) Regulatory References. A reference in this Section of the Contract to a section in the Privacy Rule means the section as in effect or as amended.
- (2) Amendment. The Parties agree to take such action as is necessary to amend this Section of the Contract from time to time as is necessary for Covered Entity to comply with requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.
- (3) Survival. The respective rights and obligations of Business Associate shall survive the termination of this Contract.
- (4) Effect on Contract. Except as specifically required to implement the purposes of this Section of the Contract, all other terms of the Contract shall remain in force and effect.
- (5) Construction. This Section of the Contract shall be construed as broadly as necessary to implement and comply with the Privacy Standard. Any ambiguity in this Section of the Contract shall be resolved in favor of a meaning that complies, and is consistent with, the Privacy Standard.
- (6) Disclaimer. Covered Entity makes no warranty or representation that compliance with this Section of the Contract will be adequate or satisfactory for Business Associate's own purposes. Covered Entity shall not be liable to Business Associate for any claim, civil or criminal penalty, loss or damage related to or arising from the unauthorized use or disclosure of PHI by Business Associate or any of its officers, directors, employees, contractors or agents, or any third party to whom Business Associate has disclosed PHI contrary to the provisions of this Contract or applicable law. Business Associate is solely responsible for all decisions made, and actions taken, by Business Associate regarding the safeguarding, use and disclosure of PHI within its possession, custody or control.

(7) Indemnification. The Business Associate shall indemnify and hold the Covered Entity harmless from and against any and all claims, liabilities, judgments, fines, assessments, penalties, awards and any statutory damages that may be imposed or assessed pursuant to HIPAA, as amended or the HITECH Act, including, without limitation, attorney's fees, expert witness fees, costs of investigation, litigation or dispute resolution, and costs awarded thereunder, relating to or arising out of any violation by the Business Associate and its agents, including subcontractors, of any obligation of Business Associate and its agents, including subcontractors, under this section of the contract, under HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.

Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations

This notice is provided under the authority of Connecticut General Statutes §9-612(g)(2), as amended by P.A. 10-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined on the reverse side of this page).

CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

No *state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor*, with regard to a *state contract or state contract solicitation* with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee (which includes town committees).

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

On and after January 1, 2011, no state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall **knowingly solicit** contributions from the state contractor's or prospective state contractor's employees or from a *subcontractor or principals of the subcontractor* on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

DUTY TO INFORM

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

PENALTIES FOR VIOLATIONS

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

Civil penalties—Up to \$2,000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of up to \$2,000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or not more than \$5,000 in fines, or both.

CONTRACT CONSEQUENCES

In the case of a state contractor, contributions made or solicited in violation of the above prohibitions may result in the contract being voided.

In the case of a prospective state contractor, contributions made or solicited in violation of the above prohibitions shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State shall not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Additional information may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to "Lobbyist/Contractor Limitations."

DEFINITIONS

"State contractor" means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. "State contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. "Prospective state contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a state contractor or prospective state contractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract*, (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

"State contract" means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. "State contract" does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan, a loan to an individual for other than commercial purposes or any agreement or contract between the state or any state agency and the United States Department of the Navy or the United States Department of Defense.

"State contract solicitation" means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

"Managerial or discretionary responsibilities with respect to a state contract" means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

"Dependent child" means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such individual.

"Solicit" means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

"Subcontractor" means any person, business entity or nonprofit organization that contracts to perform part or all of the obligations of a state contractor's state contract. Such person, business entity or nonprofit organization shall be deemed to be a subcontractor until December thirty first of the year in which the subcontract terminates. "Subcontractor" does not include (i) a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or (ii) an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a subcontractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a subcontractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a subcontractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a subcontractor, which is not a business entity, or if a subcontractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any subcontractor who has managerial or discretionary responsibilities with respect to a subcontract with a state contractor, (v) the spouse or a dependent child who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the subcontractor.

State of Connecticut Project #032-0062CV

Division	Section Title
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PROCUREMENT AND CONTRACTING DOCUMENTS GROUP**PROCUREMENT AND CONTRACTING REQUIREMENTS**

01 01 00	SUMMARY OF WORK
01 01 60	SCHEDULING AND PHASING
01 02 00	GENERAL REQUIREMENTS
01 02 60	UNIT PRICES
01 11 00	HEALTH & SAFETY
01 25 00	CONTRACT MODIFICATION PROCEDURES
01 29 00	PAYMENT PROCEDURES
01 33 00	SUBMITTAL PROCEDURES
01 42 00	REFERENCES
01 70 00	CONTRACT CLOSEOUT
01 77 00	WARRANTIES AND BONDS

SPECIFICATIONS

02 08 00	ASBESTOS ABATEMENT
09 65 13	RESILIENT BASE AND ACCESSORIES
09 65 19	RESILIENT TILE FLOORING

DRAWINGS

ACM-01B	CAFETERIA AND JANITOR CLOSET FLOOR PLAN
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SECTION 010100 - SUMMARY OF WORK

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

- A. **Project Identification:** The Project consists of Coventry High School Floor Tile Removal and Replacement.
Project Location: The Project is located at 78 Ripley Hill Rd., Coventry CT.
Owner: Town of Coventry, CT
Architect Identification: The Contract Documents, dated April 2019, were prepared for the Project by BL Companies, 355 Research Parkway, Meriden, CT.
- B. **Work Included:** The scope of work for this Project generally includes, but is not limited to, the following major elements:
1. Selective asbestos abatement.
 2. Off-site disposal of all removed materials.
 3. Installation of new floor tile and cove base and accessories.
- C. **Schedule:** Complete the abatement and replacement of flooring by August 15, 2019. Project schedule may be modified by owner; final schedule shall be published at bid time.

1.2 CONTRACTOR USE OF PREMISES

- A. **General:** Limit use of the premises to construction activities in areas indicated; allow for Owner Occupancy and use by the public to the remainder of the building.
- B. Confine operations to as small work area and access ways as possible. As much as possible and without damage to the finishes, doors, and related building systems, access the Project via the service doors designated by the Owner.
- C. Keep driveways and entrances serving the premises clear and available to the Owner and the Owner's employees at all time. Do not use these areas for parking or storage of materials. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on site.
- D. Maintain existing egress patterns, exit doors and means of egress during construction, which will include the provision of temporary walkways, sideways, or other means necessary to provide adequate life safety for the building occupants, particularly at exit ways which must continue to remain open and serviceable while adjacent construction activity occurs.
- E. **Use of the Existing Building:** Maintain the existing building in a weather tight condition throughout the construction period. Repair damage caused by construction operations. Take all precautions necessary to protect the building and its occupants during the construction period.

1.3 OWNER OCCUPANCY

- A. **Partial Owner Occupancy:** The Owner can occupy the existing building during the entire construction period. At no time will any students, or the general public, be allowed access to the site or building during abatement. Cooperate with the Owner during construction operations to minimize conflicts and facilitate owner usage. Pre-schedule construction operations with the Owner

for coordination of abatement operations and the location of dumpsters and construction staging areas. Perform the work so as not to interfere with the Owner's operations.

1.4 SPECIFICATION FORMATS AND CONVENTIONS

- A. Section Identification: The Specifications use Section numbers and titles to help in cross-referencing the Contract Documents. Sections in the Project Manual are in numeric sequence; however, the sequence is incomplete. Consult the table of contents at the beginning of the Project Manual to determine numbers and names of Sections in the Contract Documents.
- B. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:

Abbreviated Language: Language used in the Specifications and other Contract Documents is abbreviated. Words and meanings shall be interpreted as appropriate. Words implied, but not stated, shall be inferred as the sense requires. Singular words shall be interpreted as plural, and plural words shall be interpreted as singular where applicable as the context of the Contract Documents indicates.

Imperative mood and streamlined language are generally used in the Specifications. Requirements expressed in the imperative mood are to be performed by Contractor. Occasionally, the indicative or subjunctive mood may be used in the Section Text for clarity to describe responsibilities that must be fulfilled indirectly by Contractor or by others when so noted.

The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.

Drawings and General Provisions of the Contract apply to all Sections of these Specifications.

1.5 TYPE OF CONTRACT

- A. Project will be constructed under a single prime contract.
- B. Contractor Qualifications: An experienced CT Licensed Asbestos Contractor with a minimum of three years' experience of abating asbestos materials in Connecticut public schools. In addition, the Contractor must prove experience in similar type and monetary value. Contractor must have sufficient resources to perform all work concurrently at the schools while meeting Project deadlines. Contractors that cannot comply with these qualifications will not be considered for the Project.
- C. Sub-Contractor Qualifications: An experienced installer of vinyl floor tile with a minimum of three years' experience. In addition, the Contractor must prove experience in similar type and monetary value. Contractor must have sufficient resources to perform all work concurrently at the schools while meeting Project deadlines. Contractors that cannot comply with these qualifications will not be considered for the Project.

1.6 WORK SCHEDULES

- A. Complete the flooring abatement and new flooring installation by August 15, 2019. Project schedule may be accelerated by owner; final schedule shall be published at bid time. Coordinate all work and exact dates with the BOE Facilities Department staff.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

SECTION 010160 - SCHEDULING AND PHASING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and General Provisions of Contract, including General Bid Specifications and other Division 1 Specifications Sections, apply to this Section.
- B. Section 010100 – Summary of Work
- C. Section 010200 – General Requirements
- D. Section 010260 – Unit Prices
- E. Section 011100 – Health and Safety
- F. Section 012500 – Contract Modification Procedures
- G. Section 012900 – Payment Procedures
- H. Section 013300 – Submittal Procedures
- I. Section 014200 – References
- J. Section 017000 – Contract Closeout
- K. Section 017400 – Warranties and Bonds
- L. Section 020800 – Asbestos Abatement
- M. Section 096513 – Resilient Base and Accessories
- N. Section 096519 – Resilient Tile Flooring

1.2 GENERAL REQUIREMENTS

- A. The Contractor shall present a working schedule to the Owner. Variations, amendments, and corrections to the presented schedule will be discussed, and the Owner will inform the Contractor of additions or changes in the scheduling requirements for the Project.
- B. The Contractor shall schedule a pre-abatement meeting with the Architect and Owners representative prior to the start of work. All paperwork submittals shall be completed at this meeting.
- C. Refer to all other applicable sections of the Specification for coordination with other trades. The Contractor shall coordinate work with all other activities at this occupied site.

1.3 TIME FOR COMPLETION AND WORKING HOURS

- A. Upon award of Contract from the Owner, the Contractor shall immediately order materials, supplies, and components for the work of this Project.

- B. The Contractor shall begin the work immediately upon receipt of the "Notice to Proceed" from the Owner. The date of the commencement of the work is termed the "Project Start Date." The Contractor shall submit the 10-Day Asbestos Abatement Notification to the CTDPH with associated fee and the 10-day Notification to Region 1 EPA. The Contractor will be required to complete all work of this Contract within the time period stipulated in the finalized schedule. The last day in the schedule is termed the "Contract Completion Date."
- C. If conditions arise that are beyond the control of the Contractor and force delays in the performance of the work, the Owner shall immediately be notified. The Contractor shall state the reason for the delay and shall estimate the expected duration of the delay. Any application for an extension of the Contract completion date shall be made under proper Change Order procedures. The acceptance of the cause for delay and Change Order is subject to the Owner's review and approval.
- D. Work hours will be established in coordination with the Owner.
- E. Any extra hours or days per week worked by the Contractor or Sub-Contractors shall be at no extra cost to the Owner. Denial of extra hours or days per week by the Owner shall not be grounds for extra time allotted to the overall Contract time.
- F. The Contractor will define a Project work schedule to which the Contractor will be bound. Any change in the work schedule must be approved by the Owner.

PART 2 – PRODUCTS (Not Applicable)

PART 3 – EXECUTION (Not Applicable)

END OF SECTION 010160

SECTION 010200 - GENERAL REQUIREMENTS

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and General Provisions of Contract, including General Bid Specifications and other Division 1 Specifications Sections, apply to this Section.
- B. Section 010100 – Summary of Work
- C. Section 010160 – Scheduling and Phasing
- D. Section 010260 – Unit Prices
- E. Section 011100 – Health and Safety
- F. Section 012500 – Contract Modification Procedures
- G. Section 012900 – Payment Procedures
- H. Section 013300 – Submittal Procedures
- I. Section 014200 – References
- J. Section 017000 – Contract Closeout
- K. Section 017400 – Warranties and Bonds
- L. Section 020800 – Asbestos Abatement
- M. Section 096513 – Resilient Base and Accessories
- N. Section 096519 – Resilient Tile Flooring

1.2 SECTION INCLUDES

- A. Contractor Qualifications.
- B. Contractor Use of Site and Premises.
- C. Work Sequence.
- D. Owner's Operations.
- E. Closeout and Punch List.
- F. Cleaning.
- G. Emergency Calls

1.3 CONTRACTOR QUALIFICATIONS

- A. The Contractor selected must appear on the approved list of Asbestos Abatement Contractors on file at the State of Connecticut Department of Public Health (CTDPH). Only State-certified asbestos abatement supervisors and workers shall perform asbestos abatement work activities.
- B. The Contractor must submit a copy of their Asbestos Contractor License that has been approved by the Connecticut Department of Health.
- C. Submit a written statement regarding whether the Contractor has ever been found out-of-compliance with federal or state asbestos regulations pertaining to worker protection, removal, transport, or disposal.
- D. The Contractor shall obtain and pay for all required permits, and prepare and file all original and amended local, state, and EPA pre-notification forms immediately following award of the work.
- E. The Contractor shall conduct personal exposure air monitoring for airborne fibers as prescribed by OSHA during the Project performance.
- F. The Owner reserves the right to award this Contract to the Contractor who best meets all Contractor qualifications and Owner's interests.

1.4 CONTRACTOR USE OF SITE AND PREMISES

- A. Limit use of site and premises within the limit of disturbance area as delineated on drawings.
- B. Coordinate use of the premises under direction of Owner.
- C. Assume full responsibility for protection and safekeeping of products under this Contract.

1.5 WORK SEQUENCE

- A. Work must be performed to accommodate Owner's requirements. Coordinate removal schedule and operations with the Owner/Consultant.
- B. The building will be partially occupied during abatement. No students will be allowed in the building or on the site during abatement.

1.6 OWNER'S OPERATIONS

- A. Schedule the work to accommodate this requirement.
- B. Coordinate work with the Owner and the Fire Marshal.
- C. Maintain a permanent means of egress during Project. Provide and maintain a temporary means of egress as required by the Fire Marshal.
- D. The Owner of the property is the Town of Coventry.
- E. BL Companies has been retained to oversee the abatement, acting as the Consultant and as the Owner's Representative during the abatement work.

1.7 CLEANING

- A. Throughout the abatement period, the Contractor shall maintain the building and site free of rubbish, debris, surplus materials, and other items not required for the work. Remove such materials from the site daily to prevent accumulations. Remove all debris from work areas and remove all hazardous waste and asbestos waste as required by the most current federal, state, and local regulations and the requirements of the specifications.

1.8 EMERGENCY CALLS

- A. The Contractor shall provide the Consultant and Owner with a telephone number where the Contractor or Contractor's Representative can be reached during non-working hours.
- B. At the direction of a duly authorized representative of the Owner, the Contractor may be required to dispatch all necessary personnel and equipment to any point on the work site to clear obstructions or make safe any conditions deemed necessary by the Owner or Consultant.

1.9 ADDITIONAL GENERAL REQUIREMENTS

- A. The Abatement Contractor shall employ an English-speaking competent Asbestos Abatement Supervisor with at least three years' experience on projects of similar scope and magnitude who shall be responsible for all work involving asbestos abatement as described in the Specifications and defined in the applicable regulations, and have full-time daily supervision of the same. The Supervisor shall be the "Competent Person" as defined by OSHA regulations. The Contractor shall provide, on-site, at least one English-speaking foreman at all times when work is in progress. The supervisor and foreman must be thoroughly experienced in asbestos-containing materials removal work, knowledgeable of all applicable federal, state, and local regulations and capable of skillfully executing all work promptly, efficiently and in compliance with all requirements of these specifications. The Owner reserves the right to have any supervisory or foreman personnel removed from the Project if they do not demonstrate the requisite qualifications.
- B. The Contractor shall allow work performed under this Contract to be inspected, if required, by local, state, federal, and any other authorities having jurisdiction over such work. The Contractor shall immediately notify the Owner and Consultant and shall maintain written evidence of such inspection for review by the Owner and Consultant.
- C. The Contractor shall incur the cost of all fines resulting from regulatory non-compliance as issued by federal, state, and local agencies. The Contractor shall incur the cost of all work requirements mandated by federal, state, and local agencies as a result of regulatory non-compliance or negligence.
- D. The Contractor shall immediately notify the Owner and Consultant of the delivery of all permits, licenses, certificates of inspection, approval or occupancy, etc., and any other such instruments required under codes by authorities having jurisdiction, regardless of who issued, and shall cause them to be displayed to the Owner and Consultant for verification and recording.

PART 2 – PRODUCTS (Not Applicable)

PART 3 – EXECUTION (Not Applicable)

END OF SECTION 010200

010200 - 3 of 3
GENERAL REQUIREMENTS

SECTION 010260 – UNIT PRICES

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and General Provisions of Contract, including General Bid Specifications and other Division 1 Specifications Sections, apply to this Section.
- B. Section 010100 – Summary of Work
- C. Section 010160 – Scheduling and Phasing
- D. Section 010200 – General Requirements
- E. Section 011100 – Health and Safety
- F. Section 012500 – Contract Modification Procedures
- G. Section 012900 – Payment Procedures
- H. Section 013300 – Submittal Procedures
- I. Section 014200 – References
- J. Section 017000 – Contract Closeout
- K. Section 017400 – Warranties and Bonds
- L. Section 020800 – Asbestos Abatement
- M. Section 096513 – Resilient Base and Accessories
- N. Section 096519 – Resilient Tile Flooring

1.2 SUMMARY

- A. A unit price is an amount proposed by the Contractor and stated on the proposal as a price per unit of measurement for materials or services that will be added to or deducted from the Contract Sum by Change Order in the event the Project Scope of Work is altered.
- B. Unit prices include material, any direct or indirect expenses of the Contractor or Sub-Contractor, profit, insurance, bonding, and any applicable taxes. The same unit price shall apply whether the work is added or deducted.

PART 2 – PRODUCTS (Not Applicable)

PART 3 – EXECUTION (Not Applicable)

END OF SECTION 010260

SECTION 011100 - HEALTH AND SAFETY

PART 1 - GENERAL

1.1 SECTION INCLUDES

Under this item the Contractor shall establish protocols and provide procedures to protect worker's health and safety as it relates to proposed remedial activities when performed in the presence of Asbestos Containing Materials, regulated substances, or otherwise environmentally sensitive conditions. THE ESTABLISHMENT OF PROTOCOLS AND PROVISIONS OF PROCEDURES TO ADDRESS POTENTIAL AND/OR ACTUAL RISK OF EXPOSURE TO SITE-SPECIFIC HAZARDS POSED TO CONTRACTOR EMPLOYEES AND SUBCONTRACTORS IS SOLELY THE RESPONSIBILITY OF THE CONTRACTOR. The area where such materials are known or suspected is shown on the Contract Drawings.

1.2 RELATED DOCUMENTS

- A. Drawings and General Provisions of Contract, including General Bid Specifications and other Division 1 Specifications Sections, apply to this Section.
- B. Section 010100 – Summary of Work
- C. Section 010160 – Scheduling and Phasing
- D. Section 010200 – General Requirements
- E. Section 010260 – Unit Prices
- F. Section 012500 – Contract Modification Procedures
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- L. Section 020800 – Asbestos Abatement
- M. Section 096513 – Resilient Base and Accessories
- N. Section 096519 – Resilient Tile Flooring

1.3 SUBMITTALS FOR REVIEW

- A. At least five (5) days before the start of abatement activities, the Contractor shall submit a Site-Specific Health and Safety Plan (SSHASP) for this Project to the Engineer for review. The Engineer shall review the SSHASP for conformance with the specifications within five (5) days after submittal and shall provide written comments to the Contractor.

1.4 REGULATORY REQUIREMENTS

- A. Comply with 29 CFR 1910.120 "HAZWOPER" regulations.
- B. Comply with 29 CFR 1910.1200 "HAZCOM" regulations.
- C. Comply with 29 CFR 1926 "Safety and Health Regulations for Construction".
- D. Comply with all local, state and federal regulations applicable to the work.

PART 2 - PRODUCTS

The materials designated in the accepted SSHASP shall conform to the following pertinent articles of the Code of Federal Regulations (CFR): 29 CFR 1926 and 29 CFR 1910.

PART 3 - EXECUTION

3.1 IMPLEMENTATION PROCEDURES

- A. The SSHASP shall be maintained on site by the Contractor and shall be kept current with environmental construction activities and actual site conditions. All elements regulated by 29 CFR 1910.120(b)(4), including, but not limited to, the following, shall be addressed in the SSHASP.
 - 1. Implementation schedule for SSHASP elements
 - 2. The assignment of a qualified Health and Safety Manager (HSM)
 - 3. The assignment of a qualified Health and Safety Officer (HSO)
 - 4. Health and safety personnel requirements, responsibilities, and authorities
 - 5. Relevant site information defining areas of environmental concern
 - 6. Hazard assessment of general site conditions and hazard assessment of individual areas of environmental concern (JHA)
 - 7. Personal protection equipment (PPE) and chemical protective clothing (CPC)
 - 8. Training requirements (OSHA 29 CFR 1910.120, 10-hour construction course within last 5 years).
 - 9. Medical considerations/Medical Surveillance Program
 - 10. Monitoring procedures and exposure action levels
 - 11. Procedures for upgrading or downgrading PPE/CPC
 - 12. Operational health and safety requirements
 - 13. Personnel and equipment decontamination and disposal procedures
 - 14. Contingency planning for emergency response procedures
 - 15. Work zone site controls for areas of environmental concern
 - 16. Engineering controls
 - 17. Equipment support

- 18. SSHASP revision, review, and coordination procedures
 - 19. Signature page for all on-site workers subject to the SSHASP
-
- B. The Contractor must provide PPE as stipulated in the Contractor's SSHASP during the performance of work in asbestos or any other area identified as potentially posing a risk to worker health and safety for workers employed by the Contractor and Subcontractors.
 - C. The Contractor shall inform all on-site workers and subcontractors of all site safety rules, known or potential hazards, and emergency response procedures.
 - D. **Failure to fully comply with the Specifications, including the SSHASP and all applicable OSHA regulations will result in immediate cessation of activities until compliance with the SSHASP is achieved. Failure to achieve compliance will result in dismissal from the Project and forfeiture of payments for all work performed while not in compliance with the above-mentioned documents and regulations.**

END OF SECTION 011100

SECTION 012500 - CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

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

1.2 MINOR CHANGES IN THE WORK

- A. Architect will issue supplemental instructions authorizing Minor Changes in the work, not involving adjustment to the Contract Sum or the Contract Time.

1.3 PROPOSAL REQUESTS

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

4. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.

1.4 ALLOWANCES

- A. Allowance Adjustment: To adjust allowance amounts, base each Change Order proposal on the difference between purchase amount and the allowance, multiplied by final measurement of work-in-place. If applicable, include reasonable allowances for cutting losses, tolerances, mixing wastes, normal product imperfections, and similar margins.
 1. Include installation costs in purchase amount only where indicated as part of the allowance.
 2. If requested, prepare explanation and documentation to substantiate distribution of overhead costs and other margins claimed.
 3. Submit substantiation of a change in Scope of Work, if any, claimed in Change Orders related to unit-cost allowances.
 4. Owner reserves the right to establish the quantity of work-in-place by independent quantity survey, measure, or count.

1.5 CHANGE ORDER PROCEDURES

- A. On Owner's approval of a Proposal Request, Architect will issue a Change Order for signatures of Owner, Contractor and Architect.
- B. Change orders shall include no more than 5% markup for overhead and profit for General Contractors and 5% markup for overhead and profit for Subordinate Contractors.

1.6 CONSTRUCTION CHANGE DIRECTIVE

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

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Coventry, CT

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PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 012500

SECTION 012900 - PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section specifies administrative and procedural requirements necessary to prepare and process Applications for Payment.
- B. Related Sections include the following:
 - 1. Division 1 Section "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.

1.2 DEFINITIONS

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

1.3 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the Schedule of Values with the following:
 - 1. Correlate line items in the Schedule of Values with other required administrative forms and schedules, including the following:
 - a. Application for Payment forms with Continuation Sheets.
 - b. Submittals Schedule.
 - 2. Submit the Schedule of Values to Architect at earliest possible date but no later than fifteen days before the date scheduled for submittal of initial Applications for Payment.
- B. Format and Content: Use the Project Manual as a guide to establish line items for the Schedule of Values. Provide at least one line item for each Section 2 Specification.
 - 1. Identification: Include the following Project identification on the Schedule of Values:
 - a. Project name and location.
 - b. Name of Architect.
 - c. Architect's project number.
 - d. Contractor's name and address.
 - e. Date of submittal.

2. Arrange the Schedule of Values in tabular form with separate columns to indicate the following for each item listed:
 - a. Related Specification Section or Division.
 - b. Description of the work.
 - c. Name of subcontractor.
 - d. Name of manufacturer or fabricator.
 - e. Name of supplier.
 - f. Change Orders (numbers) that affect value.
 - g. Dollar value.
 - 1) Percentage of the Contract Sum to nearest one percent, adjusted to total 100 percent.
3. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with the Project Manual table of contents. Provide several line items for principal subcontract amounts, where appropriate.
4. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
5. Provide a separate line item in the Schedule of Values for each part of the work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
 - a. Differentiate between items stored on-site and items stored off-site. Include evidence of insurance or bonded warehousing if required.
6. Provide separate line items in the Schedule of Values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the work.
7. Each item in the Schedule of Values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.
 - a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the Schedule of Values or distributed as general overhead expense, at Contractor's option.
8. Schedule Updating: Update and resubmit the Schedule of Values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

1.4 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment shall be consistent with previous applications and payments as certified by Architect and paid for by Owner.
 1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.

- B. Payment Application Times: The date for each progress payment is indicated in the Agreement between Owner and Contractor. The period of construction work covered by each Application for Payment is the period indicated in the Agreement.
- C. Payment Application Forms: Use AIA Document G702 and AIA Document G703 Continuation Sheets as form for Applications for Payment.
- D. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Architect will return incomplete applications without action.
 - 1. Entries shall match data on the Schedule of Values and Contractor's Construction Schedule. Use updated schedules if revisions were made.
 - 2. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
- E. Transmittal: Submit three (3) signed and notarized original copies of each Application for Payment to Architect by a method ensuring receipt within 24 hours. One copy shall include waivers of lien and similar attachments if required.
 - 1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.
- F. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's liens from subcontractors, sub-subcontractors, and suppliers for construction period covered by the previous application.
 - 1. Submit partial waivers on each item for amount requested, before deduction for retainage, on each item.
 - 2. When an application shows completion of an item, submit final or full waivers.
 - a. Submit final Application for Payment with or preceded by final waivers from every entity involved with performance of the work covered by the application who is lawfully entitled to a lien.
 - 3. Waiver Forms: Submit waivers of lien on forms, executed in a manner acceptable to Owner.
- G. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
 - 1. List of subcontractors.
 - 2. Schedule of Values.
 - 3. Contractor's Construction Schedule (preliminary if not final).
 - 4. Products list.
 - 5. Schedule of unit prices.
 - 6. Submittals Schedule (preliminary if not final).
 - 7. List of Contractor's staff assignments.

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8. List of Contractor's principal consultants.
 9. Copies of permits or notifications (as required).
 10. Copies of authorizations and licenses from authorities having jurisdiction for performance of the work.
 11. Initial progress report.
 12. Report of preconstruction conference.
 13. Certificates of insurance and insurance policies.
- H. Application for Payment at Substantial Completion: After issuing the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the work claimed as substantially complete.
1. Include documentation supporting claim that the work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
 2. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the work.
- I. Final Payment Application: Submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
1. Evidence of completion of Project closeout requirements.
 2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
 3. Updated final statement, accounting for final changes to the Contract Sum.
 4. AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims."
 5. AIA Document G706A, "Contractor's Affidavit of Release of Liens."
 6. AIA Document G707, "Consent of Surety to Final Payment."
 7. Evidence that claims have been settled.
 8. Final, liquidated damages settlement statement.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01290

SECTION 013300 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other miscellaneous submittals.
- B. Related Sections include the following:
 - 1. Division 1 Section "Payment Procedures" for submitting Applications for Payment.
 - 2. Division 1 Section "Closeout Procedures" for submitting warranties, Project Record Documents and operation and maintenance manuals.

1.2 DEFINITIONS

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

1.3 SUBMITTAL PROCEDURES

- A. General: At Architect's discretion, electronic copies of CAD Drawings may be provided by Architect for Contractor's use in preparing submittals.
- B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
 - 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
 - 2. Coordinate transmittal of different types of submittals for related parts of the work so processing will not be delayed because of need to review submittals concurrently for coordination.
 - a. Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- C. Processing Time: Allow enough time for submittal review, including time for re-submittals, as follows. Time for review shall commence on Architect's receipt of submittal.

1. Initial Review: Allow 15 days for initial review of each submittal. Allow additional time if processing must be delayed to permit coordination with subsequent submittals. Architect will advise Contractor when a submittal being processed must be delayed for coordination.
 2. Concurrent Review: Where concurrent review of submittals by Architect's consultants, Owner, or other parties is required, allow 21 days for initial review of each submittal.
 - a. Concurrent submittals include, but are not limited to, Structural, Mechanical and Electrical submittals.
 3. If intermediate submittal is necessary, process it in same manner as initial submittal.
 4. Allow 15 days for processing each re-submittal.
 5. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the work to permit processing.
- D. Place a permanent label or title block on each submittal for identification.
1. Indicate name of firm or entity that prepared each submittal on label or title block.
 2. Provide a space approximately 4 by 8 inches on label or beside title block to record Contractor's review and approval markings and action taken by Architect.
 3. Include the following information on label for processing and recording action taken:
 - a. Project name.
 - b. Date.
 - c. Name and address of Contractor.
 - d. Name and address of subcontractor.
 - e. Name and address of supplier.
 - f. Name of manufacturer.
 - g. Unique identifier, including revision number.
 - h. Number and title of appropriate Specification Section.
 - i. Drawing number and detail references, as appropriate.
 - j. Other necessary identification.
- E. Deviations: Highlight, encircle, or otherwise identify deviations from the Contract Documents on submittals.
- F. Transmittal: Package each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. Architect will return submittals, without review received from sources other than Contractor.
1. On an attached separate sheet, prepared on Contractor's letterhead, record relevant information, requests for data, revisions other than those requested by Architect on previous submittals, and deviations from requirements of the Contract Documents, including minor variations and limitations. Include the same label information as the related submittal.

2. Include Contractor's certification stating that information submitted complies with requirements of the Contract Documents.
- G. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- H. Use for Construction: Use only final submittals with mark indicating action taken by Architect in connection with construction.

PART 2 - PRODUCTS

2.1 ACTION SUBMITTALS

- A. General: Prepare and submit Action Submittals required for equipment, piping type, controls and control components.
 1. Number of Copies: Submit six copies of each submittal, unless otherwise indicated. Architect may retain two copies; remainder will be returned to the Contractor. Mark up and retain one returned copy as a Project Record Document.
- B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
 1. If information must be specially prepared for submittal because standard printed data are not suitable for use, submit as Shop Drawings, not as Product Data.
 2. Mark each copy of each submittal to show which products and options are applicable.
 3. Include the following information, as applicable:
 - a. Manufacturer's written recommendations.
 - b. Manufacturer's product specifications.
 - c. Manufacturer's installation instructions.
 - d. Color charts.
 - e. Manufacturer's catalog cuts.
 - f. Wiring diagrams showing factory-installed wiring.
 - g. Printed performance curves.
 - h. Operational range diagrams.
 - i. Mill reports.
 - j. Standard product operating and maintenance manuals.
 - k. Compliance with recognized trade association standards.
 - l. Compliance with recognized testing agency standards.
 - m. Application of testing agency labels and seals.
 - n. Notation of coordination requirements.

- C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.
1. Preparation: Include the following information, as applicable:
 - a. Dimensions.
 - b. Identification of products.
 - c. Fabrication and installation drawings.
 - d. Roughing-in and setting diagrams.
 - e. Wiring diagrams showing field-installed wiring, including power, signal, and control wiring.
 - f. Shopwork manufacturing instructions.
 - g. Templates and patterns.
 - h. Schedules.
 - i. Design calculations.
 - j. Compliance with specified standards.
 - k. Notation of coordination requirements.
 - l. Notation of dimensions established by field measurement.
 2. Wiring Diagrams: Differentiate between manufacturer-installed and field-installed wiring.
 3. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches but no larger than 30 by 42 inches.
- D. Product Schedule or List: Prepare a written summary indicating types of products required for the work and their intended location. Include the following information in tabular form:
1. Type of product. Include unique identifier for each product.
 2. Number and name of room or space.
 3. Location within room or space.
- E. Application for Payment: Comply with requirements in Division 1 Section "Payment Procedures."
- F. Schedule of Values: Comply with requirements in Division 1 Section "Payment Procedures."
- G. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:
1. Name, address, and telephone number of entity performing subcontract or supplying products.
 2. Number and title of related Specification Section(s) covered by subcontract.
 3. Drawing number and detail references, as appropriate, covered by subcontract.

2.2 INFORMATIONAL SUBMITTALS

- A. General: Prepare and submit Informational Submittals required by other Specification Sections.
1. Number of Copies: Submit four copies of each submittal, unless otherwise indicated. Architect will not return copies.
 2. Certificates and Certifications: Provide a notarized statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.
- B. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, names and addresses of architects and owners, and other information specified.
- C. Product Certificates: Prepare written statements on manufacturer's letterhead certifying that product complies with requirements.
- D. Installer Certificates: Prepare written statements on manufacturer's letterhead certifying that Installer complies with requirements and, where required, is authorized for this specific Project.
- E. Manufacturer Certificates: Prepare written statements on manufacturer's letterhead certifying that manufacturer complies with requirements. Include evidence of manufacturing experience where required.
- F. Material Certificates: Prepare written statements on manufacturer's letterhead certifying that material complies with requirements.
- G. Material Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements.
- H. Compatibility Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.
- I. Field Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements.
- J. Manufacturer's Instructions: Prepare written or published information that documents manufacturer's recommendations, guidelines, and procedures for installing or operating a product or equipment. Include name of product and name, address, and telephone number of manufacturer. Include the following, as applicable:
1. Preparation of substrates.
 2. Required substrate tolerances.
 3. Sequence of installation or erection.

4. Required installation tolerances.
5. Required adjustments.
6. Recommendations for cleaning and protection.
7. Other required items indicated in individual Specification Sections.

PART 3 - EXECUTION

3.1 CONTRACTOR'S REVIEW

- A. Review each submittal and check for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect.
- B. Contractor's Approval Stamp: Contractor shall stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

3.2 ARCHITECT'S ACTION

- A. General: Architect will not review submittals that do not bear Contractor's approval stamp and will return them without action.
- B. Action Submittals: Architect will review each submittal, make marks to indicate corrections or modifications required, and return it. Architect will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action taken.
 1. Architect shall stamp submittals "No Exceptions Taken," "Furnish as Corrected," "Revise and Resubmit," or "Rejected."
 2. In any submittal that is noted "No Exceptions Taken," or "Furnish as Corrected," the review shall not extend to details or dimensions and shall not relieve the Contractor from his responsibility for compliance with the Contract Drawings and Specifications.
- C. Informational Submittals: Architect will review each submittal and will not return it, or will reject and return it if it does not comply with requirements. Architect will forward each submittal to appropriate party.
- D. Submittals not required by the Contract Documents will not be reviewed and may be discarded.

END OF SECTION 01330

SECTION 014200 - REFERENCES

PART 1 - GENERAL

1.1 DEFINITIONS

- A. General: Basic Contract definitions are included in the Conditions of the Contract.
- B. "Approved": The term "approved," when used to convey Architect's action on Contractor's submittals, applications, and requests, is limited to Architect's duties and responsibilities as stated in the Conditions of the Contract.
- C. "Directed": Terms such as "directed," "requested," "authorized," "selected," "approved," "required," and "permitted" mean directed by Architect, requested by Architect, and similar phrases.
- D. "Indicated": The term "indicated" refers to graphic representations, notes, or schedules on Drawings or to other paragraphs or schedules in Specifications and similar requirements in the Contract Documents. Terms such as "shown," "noted," "scheduled," and "specified" are used to help the user locate the reference.
- E. "Regulations": The term "regulations" includes laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, as well as rules, conventions, and agreements within the construction industry that control performance of the work.
- F. "Furnish": The term "furnish" means to supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.
- G. "Install": The term "install" describes operations at Project site including unloading, temporarily storing, unpacking, assembling, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.
- H. "Provide": The term "provide" means to furnish and install, complete and ready for the intended use.
- I. "Installer": An installer is the Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.
- J. The term "experienced," when used with an entity, means having successfully completed a minimum of five previous projects similar in size and scope to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.
 - 1. Using a term such as "carpentry" does not imply that certain construction activities must be performed by accredited or unionized individuals of a corresponding generic name, such as "carpenter." It also does not imply that requirements specified apply exclusively to tradespeople of the corresponding generic name.

- K. "Project site" is the space available for performing construction activities. The extent of Project site is shown on Drawings and may or may not be identical with the description of the land on which Project is to be built.

1.2 INDUSTRY STANDARDS

- A. **Applicability of Standards:** Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.
- B. **Publication Dates:** Comply with standards in effect as of date of the Contract Documents, unless otherwise indicated.
- C. **Conflicting Requirements:** If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer uncertainties and requirements that are different, but apparently equal, to Architect for a decision before proceeding.
1. **Minimum Quantity or Quality Levels:** The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision before proceeding.
- D. **Copies of Standards:** Each entity engaged in construction on Project must be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.
1. Where copies of standards are needed to perform a required construction activity, obtain copies directly from publication source and make them available on request.
- E. **Abbreviations and Acronyms for Industry Organizations:** Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the attached list. Names, telephone numbers, and Web site addresses are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.
- F. **Abbreviations and Acronyms for Code Agencies:** Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the attached list. Names, telephone numbers, and Web site addresses are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.
- G. **Abbreviations and Acronyms for Federal Government Agencies:** Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the attached list. Names, telephone numbers, and Web site addresses are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

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PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 014200

SECTION 017000 - CONTRACT CLOSEOUT

PART 1 – GENERAL RELATED

DOCUMENTS

The Contractor, Subcontractors, and/or suppliers providing goods and services referenced in or related to this Section shall also be bound by the Related Documents identified in Division 01.

1.1 GENERAL PROVISIONS

- A. General Provisions of the Contract, including General Bid Specifications and Division 1 Specification Sections, apply to this Section.

1.2 FINAL CLEANING

- A. Unless otherwise specified under Sections of this Specification, the Contractor shall perform final cleaning operations specified prior to final inspection.
- B. Maintain the Project site free from accumulations of waste, debris and rubbish caused by operations. At the completion of the work, remove waste materials, rubbish, tools, equipment, machinery and surplus materials, and clean all sight-exposed surfaces; leave the Project clean and ready for work of others under separate contract.
- C. Cleaning shall include all surfaces, interior and exterior, in which the Contractor has had access.
- D. Use only those materials that will not create hazards to health or property.

1.3 REMOVAL CLOSEOUT DOCUMENTS

- A. Submit to the Owner, final completed copies of the Waste Shipment Records, signed by all transporters and the designated disposal site owner/operator.
- B. Submit to the Consultant copies of all Contractor's logs, notifications & permits, licenses and all worker certifications (certificates, training, medical clearances and fit-test), OSHA compliance and personal monitoring.
- C. The Contractor must provide Certified Payroll documentation to the Town of Coventry weekly until completion.

PART 2 – PRODUCTS (Not Applicable)

PART 3 – EXECUTION (Not Applicable)

END OF SECTION 017000

SECTION 017400 - WARRANTIES AND BONDS

PART 1 - GENERAL

1.1 DESCRIPTION OF WORK

A. This Section specifies general administrative and procedural requirements for warranties and bonds required by the Contract Documents, including manufacturers standard warranties on products and special warranties.

1. Refer to the General Conditions for terms of the Contractor's special warranty of workmanship and materials.
2. General closeout requirements are included in Section "Project Closeout."
3. Certifications and other commitments and agreements for continuing services to Owner are specified elsewhere in the Contract Documents.

B. Disclaimers and Limitations: Manufacturer's disclaimers and limitations on product warranties do not relieve the Contractor of the warranty on the work that incorporates the products, nor does it relieve suppliers, manufacturers, and subcontractors required to countersign special warranties with the Contractor.

1.2 DEFINITIONS

- A. Standard Product Warranties are preprinted written warranties published by individual manufacturers for particular products and are specifically endorsed by the manufacturer to the Owner.
- B. Special Warranties are written warranties required by or incorporated in the Contract Documents, either to extend time limits provided by standard warranties or to provide greater rights for the Owner.

1.3 WARRANTY REQUIREMENTS

- A. Related Damages and Losses: When correcting warranted work that has failed, remove and replace other work that has been damaged as a result of such failure or that must be removed and replaced to provide access for correction of warranted work.
- B. Reinstatement of Warranty: When work covered by a warranty has failed and been corrected by replacement or rebuilding, reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation.
- C. Replacement Cost: Upon determination that work covered by a warranty has failed, replace or rebuild the work to an acceptable condition complying with requirements of Contract Documents. The Contractor is responsible for the cost of replacing or rebuilding defective work regardless of whether the Owner has benefited from use of the work through a portion of its anticipated useful service life.

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D. Owner's Recourse: Written warranties made to the Owner are in addition to implied warranties, and shall not limit the duties, obligations, rights and remedies otherwise available under the law, nor shall warranty periods be interpreted as limitations on time in which the Owner can enforce such other duties, obligations, rights, or remedies.

1. Rejection of Warranties: The Owner reserves the right to reject warranties and to limit selections to products with warranties not in conflict with requirements of the Contract Documents.

2. The Owner reserves the right to refuse to accept work for the Project where a special warranty, certification, or similar commitment is required on such work or part of the work, until evidence is presented that entities required to countersign such commitments are willing to do so.

1.4 SUBMITTALS

A. Submit written warranties to the Engineer at the time of Substantial Completion. The start date of all Project warranties shall be the date of Substantial Completion for the Project.

B. When a special warranty is required to be executed by the Contractor, or the Contractor and a subcontractor, supplier or manufacturer, prepare a written document that contains appropriate terms and identification, ready for execution by the required parties. Submit a draft to the Owner through the Architect for approval prior to final execution.

C. Form of Submittal: At Final Completion compile two copies of each required warranty and bond properly executed by the Contractor, or by the Contractor, subcontractor, supplier, or manufacturer. Organize the warranty documents into an orderly sequence based on the table of contents of the Project Manual.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 017400

SECTION 020800 – ASBESTOS ABATEMENT

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General Bid Specifications and other Division 1 Specification sections, apply to this section.
- B. Section 010100 – Summary of Work
- C. Section 010200 – General Requirements
- D. Section 010260 – Unit Prices
- E. Section 011100 – Health and Safety
- F. Section 012500 – Contract Modification Procedures
- G. Section 012900 – Payment Procedures
- H. Section 013300 – Submittal Procedures
- I. Section 014200 – References
- J. Section 017000 – Contract Closeout
- K. Section 017400 – Warranties and Bonds
- L. Section 096513 – Resilient Base and Accessories
- M. Section 096519 – Resilient Tile Flooring

1.2 CONSULTANT

- A. The Owner has retained a Consultant for the purposes of project management and monitoring during the Asbestos Abatement activities. At the discretion of the Owner, the Consultant will represent the Owner during the abatement project. The Asbestos Abatement Contractor will regard the Consultant's direction as authoritative and binding as provided herein in matters relating to, but not limited by, the following:
 - Approval of the work areas
 - Review of monitoring results
 - Completion of segments of the work
 - Final completion of the abatement
 - Submission of data
 - Daily field punch list items
- B. The Project Designer for this project is Clare Olesen (CTDPH license #000203).

1.3 SCOPE OF WORK

- A. Work outlined in this section includes all that is necessary for the removal and disposal of asbestos-containing materials (ACM) identified in the area as detailed below at the Coventry High School. See drawings ACM-01A through ACM-03A for additional detail.
- B. The abatement includes removal of all layers of carpet, floor tile and mastic to the concrete substrate. Utilize shot blasting or a HEPA equipped grinder for mastic removal.

- C. Coordinate this section with other Sections of these Specifications for actual quantities of work required. Location, estimated quantities, and abatement removal plan of specific items noted in paragraph A above include:

**TABLE 1: LIST OF
ACMs**

MATERIAL	LOCATION	ESTIMATED QUANTITY
12" x 12" aqua floor tile and mastic over 9" x 9" floor tile/mastic	Cafeteria	~3,200 SF
12" x 12" off white with olive floor tile and black mastic	Janitors closet	~60 SF

1.4 DEFINITIONS

The following definitions relative to asbestos removal:

1. ABATEMENT - Procedures to control fiber releases from asbestos containing materials; includes removal, encapsulation, and enclosure.
2. AIR MONITORING - The process of measuring the airborne fiber concentration within an area or within a person's breathing zone.
3. AMENDED WATER - Water to which a surfactant has been added.
4. ASBESTOS - The name given to a number of naturally occurring fibrous silicates. This includes the serpentine forms and the amphiboles and includes chrysotile, amosite, crocidolite, tremolite, anthophyllite, and actinolite, or any of these forms, which have been chemically altered.
5. ASBESTOS PROJECT MONITOR (APM) - A professional capable of conducting air monitoring and analysis of samples for airborne fiber concentrations. This individual should be an industrial hygienist, an environmental scientist, or an engineer with experience in asbestos air monitoring and worker protection equipment and procedures. This individual should have demonstrated proficiency in conducting air sample collection in accordance with 29 CFR 1910.1001 and 29 CFR 1926.1101.
6. ASBESTOS WORK AREA - A regulated area as defined by OSHA 29 CFR 1926.1101 where asbestos removal operations are performed which is isolated by physical barriers to prevent the spread of asbestos dust, fibers, or debris. The regulated area shall comply with requirements of regulated area for demarcation, access, respirators, prohibited activities, competent persons and exposure assessments and monitoring.
7. ASBESTOS FELT - A product made by saturating felted asbestos with asphalt or other suitable binder, such as a synthetic elastomer.
8. ASBESTOS FIBERS - Those asbestos particles with a length greater than five (5) microns and a length to diameter ratio of 3:1 or greater.
9. ASPHALT SHINGLES, COMPOSITION SHINGLES OR STRIP SLATES - (Pitched Roof

Shingle): a roofing material manufactured by saturating a dry felt with asphalt then coating the saturated felt with a harder asphalt mixed with a fine mineral, glass fiber, asbestos or organic stabilizer. All or part of the weather side may be covered with mineral granules, or with powdered talc or mica.

10. BASE FLASHING (ROOF) - The flashing provided by upturned edges of a watertight membrane on a roof. May contain metal and associated waterproofing material or combination of roofing felts and waterproofing at the joint between a roofing surface and a vertical surface such as a wall or parapet. Also, base flashing may be present at perimeter of completely flatroofing.
11. BUILT-UP ROOFING - Composition Roofing, Felt and Gravel Roofing, Gravel Roofing) - a continuous roof covering made up of laminations or plies of saturated or coated roofing felts, alternated with layers of asphalt or coal-tar pitch and surfaced with gravel, paint or finish coat.
12. CAULKING - Resilient mastic compound often having a silicone bituminous or rubber base. Used to seal cracks, fill joints and prevent leakage. Typical applications: around windows and doors, at joints between two dissimilar materials. (i.e. masonry to wood, masonry to steel etc.).
13. CLEAN ROOM - An uncontaminated area or room, which is a part of the worker decontamination enclosure with provisions for storage of workers' street clothes and protective equipment.
14. CLEARANCE SAMPLING - Final air sampling performed aggressively after the completion of the removal project in a regulated area. Clearance sampling can be conducted by either of the following two methods:
 - (A) Air samples collected by the air sampling professional having a fiber concentration of less than 0.01 fibers/cc of air in each of five (5) samples collected inside the containment will denote acceptable clearance sampling by Phase Contrast Microscopy (PCM).
 - (B) Five air samples collected inside the containment by the air sampling professional having an average asbestos concentration of less than 70 structures per square millimeter of air will denote acceptable clearance sampling for Transmission Electron Microscopy (TEM).
15. COMPETENT PERSON - As defined by 29 CFR 1926.1101, a representative of the Abatement Contractor who is capable of identifying existing asbestos hazards in the workplace and selecting the appropriate control strategy for asbestos exposure. In addition, has authority to take prompt corrective measures to eliminate such hazards during asbestos removal. Competent person shall be properly trained in accordance with Environmental Protection Agency's (EPA) Model Accreditation Plan.
16. CURTAINED DOORWAY - A device to allow ingress and egress from one area to another while permitting minimal air movement between the areas. Two curtained doorways spaced a minimum of six feet apart can form an airlock.
17. DAMP PROOFING - Application of a water impervious material to surface such as wall to prevent penetration of moisture, typically at foundation or below grade surface.
18. DECONTAMINATION ENCLOSURE SYSTEM - A series of connected areas, with curtained doorways between any two adjacent areas, for the decontamination of workers and equipment. A decontamination enclosure system always contains at least one airlock and is adjacent and connected to the regulated area, where possible.

19. ENCAPSULANT - A liquid material which can be applied to asbestos-containing materials which controls the possible release of asbestos fibers from the materials either by creating a membrane over the surface (bridging encapsulant) or penetrating the material and binding its components together (penetrating encapsulant).
20. EQUIPMENT ROOM - Any contaminated area or a room that is part of the worker decontamination enclosure with provisions for storage of contaminated clothing and equipment.
21. FIXED OBJECT - Unit of equipment or furniture in the work areas that cannot be removed from the work area.
22. FRIABLE ASBESTOS MATERIALS - Any material that contains more than 1% asbestos by weight, that can be crumbled, pulverized or reduced to powder by hand pressure.
23. GLAZING COMPOUND - any compound used to hold window glass in place, also referred to as putty, or glaziers' putty. Is not field-applied, usually installed during manufacture of windows.
24. GLOVE BAG - A manufactured polyethylene bag type of enclosure with built-in gloves such as is placed with an airtight seal around asbestos-containing material and which permits the asbestos-containing materials contained by the bag to be removed without releasing asbestos fibers to the atmosphere. The use of glove bag is permitted for removal and repair of small amount (less than 3 linear feet/3 square feet) of ACM.
25. HEPA FILTER - High Efficiency Particulate Air (HEPA) filter in compliance with ANSI Z9.2-1979.
26. HEPA VACUUM EQUIPMENT - Vacuum equipment equipped with a HEPA filter system for filtering the effluent air from the unit.
27. MOVABLE OBJECT - Unit of equipment or furniture in the work area that can be removed from the work area.
28. NEGATIVE AIR PRESSURE EQUIPMENT - A portable local exhaust ventilation system equipped with HEPA filtration used to create negative pressure in a regulated area (negative with respect to adjacent unregulated areas) and capable of maintaining a constant, low velocity air flow into regulated areas from adjacent unregulated areas.
29. NESHAPS - National Emissions Standard for Hazardous Air Pollutants regulations enforced by the EPA.
30. PERMISSIBLE EXPOSURE LEVEL (PEL) - The average airborne concentration of asbestos fibers to which an employee is allowed to be exposed over an eight-hour period. The PEL established by OSHA 29 CFR 1926.1101 is 0.1 fibers per cubic centimeter of air averaged over an eight-hour time period. An airborne fiber concentration of 1.0 fibers /cc averaged over a sampling period of 30 minutes is the Excursion Limit. The Contractor is responsible for maintaining work areas in a manner that this standard is not exceeded.
31. REGULATED AREA - An area established by the employer to demarcate where Class I, II, and III asbestos work is conducted and any adjoining area where debris and waste from such asbestos work accumulate, and a work area within which airborne concentrations of asbestos fibers may exceed the PEL.
32. SHOWER ROOM - A room between the clean room and the equipment room in the work

decontamination enclosure with hot and cold running water and suitably arranged for employee showering during decontamination. The shower room is located in an airlock between the contaminated area and the clean area.

33. WATERPROOFING - material, usually a membrane or applied compound (tar/mastic), used to make a surface impervious to water. Includes concealed conditions (applications around doors, windows, and in wall cavities), sometimes combined with felts.

1.5 SUBMITTALS

A. The Contractor shall submit the following to the Owner prior to start of project:

1. Asbestos Contractor license proving contractor is certified to perform asbestos abatement work in the State of Connecticut.
2. Copy of Abatement Notification filed with the Connecticut Department of Public Health (CTDPH) and the EPA Region 1.
3. Schedule which defines a timetable for executing and completing the project, including set-up, removal, cleanup, decontamination, and air clearance sampling.
4. The identity and licensing of the hauling contractor and the landfill to be used.
5. Connecticut certificate of training (both initial and current refresher), current respirator fit test records, current medical records and current licenses for each employee who may be on the project site.
6. Detailed product information on all materials and equipment proposed for asbestos abatement removal on this project.
7. Training and medical records for new employees to start work.
8. Signed copy of the Certificate of Workers Acknowledgment found at the end of this Section for each worker who is to be at job site.

B. The following shall be submitted to the Owner at the completion of work:

1. Completed Punch List.
2. Completed copies and originals of Waste Shipment Records, bill of lading, weight slips and Certificates of Disposal as required.
3. Personal sampling results in compliance with OSHA.
4. Contractors Daily Logs and containment sign in sheets from the project.

1.6 REGULATIONS AND STANDARDS

A. The Contractor shall be solely responsible for conducting this project and supervising all work in a manner which will be in conformance with all federal, state, and local regulations and guidelines pertaining to asbestos removal. Specifically, the Contractor shall comply with the requirements of the following:

1. U.S. Environmental Protection Agency (USEPA) National Emissions Standards for Hazardous Air Pollutants (NESHAP) Regulations (40 CFR 61, Subpart M).
2. Occupational Safety and Health Administration (OSHA) Asbestos Regulations (29 CFR 1910.1001 and 1926.1101).
3. State of Connecticut Department of Public Health (CTDPH) Standards for Asbestos Abatement Sections 19a-332a-1 through 19a-332a-16 inclusive and Sections 20-440-1 through 20-440-9 inclusive.
4. State of Connecticut Department of Energy & Environmental Protection (CTDEEP) Regulations, Section 22a-209-8(i).

5. Regulations of Connecticut State Agencies (RCSA) 22a-449(c) 100-119.
6. Connecticut Basic Building Code (BOCA).
7. National Fire Protection Association (NFPA) Life Safety Code.
8. Local health and safety codes, ordinances or regulations pertaining to asbestos abatement and all national codes and standards including Association for Standards of Testing and Materials (ASTM), American National Standards Institute (ANSI), and Underwriter's Laboratories (UL).
9. Occupational Safety and Health Administration (OSHA) (29 CFR 1910 Subpart D) and (29 CFR 1926 Subpart M) Fall Protection.
10. Toxic Substance Control Act: 40 CFR Parts 700-799 (TSCA).

1.7 EXEMPTIONS

- A. Any deviations from these Specifications require the written approval and authorization from the Owner and Consultant.
- B. Any deviation in work practices identified in CTDPH Standards for Asbestos Abatement, Sections 19a-332a-1 to 19a-332a-23, Sections 19a-333-1 through 19a-333-13, Sections 20- 440-1 to 20-440-9, Section 20-441, and Section 19a-332e-1 to 19a-332e-2, must be requested in writing and approved in writing by the CTDPH.

1.8 FINAL VISUAL INSPECTION AND CLEARANCE AIR SAMPLING

- A. Following the completion of the final cleaning phase of the work in the regulated area, the Consultant shall conduct a final visual inspection of the area. The Contractor shall be responsible for meeting final visual criteria, which is the absence of visible debris, as specified in CTDPH regulation 19a-332a-12(b).
- B. Following the completion of the final visual inspection, and upon which time the Consultant agrees that the Contractor has met the final visual criteria, the Contractor shall perform application of the lockdown encapsulant in preparation of final air clearance testing. The Consultant's Asbestos Project Monitor will collect post-removal air samples in the work area. The Owner shall be responsible for payment of the sampling and analysis of the first round of final air clearance.

1.9 NOTIFICATIONS, POSTINGS, SUBMITTALS, AND PERMITS

- A. The Contractor shall make the following notification and provide submittals to the following agency prior to the commencement of removal work. This notification is required prior to the start of the abatement project:
 1. State of Connecticut
Department of Public Health
Indoor Air Program
410 Capitol Avenue
P.O. Box 340308 Hartford, CT
06134-0308
 2. EPA Region 1 – New England
5 Post Office Square, Suite 100
Boston, MA 02109-3912

1.10 WORK SITE SAFETY PLAN

- A. The Contractor shall establish a set of emergency procedures and shall post them in a conspicuous place at the work site. The safety plan should include provisions for the following:
 - 1. Evacuation of injured workers.
 - 2. Emergency and fire exit routes from all work areas.
 - 3. Emergency first aid treatment.
 - 4. Local telephone numbers for emergency services including ambulance, fire, and police.
 - 5. Methods to notify appropriate personnel in the event of a fire or other emergency requiring evacuation of the site or area.
 - 6. Site safety plan for fall protection.
- B. The Contractor is responsible for training all workers in these procedures.
- C. See Section 011100 – Health and Safety for additional details.

1.11 CONTROL OVER REMOVAL WORK

- A. At the discretion of the Owner and Consultant, full-time Project monitoring may be performed as part of this Project throughout the duration by the Consultant.
- B. The Contractor shall maintain control of and be responsible for access to all work areas to ensure the following requirements:
 - 1. Non-essential personnel are prohibited from entering the area.
 - 2. All authorized personnel entering the work area shall read the "Worker Protection Procedures" which are posted at the entry points to the enclosure system and shall be equipped with properly fitted respirators and protective clothing.
 - 3. All personnel who are exiting from the decontamination enclosure system shall be properly decontaminated.
 - 4. Asbestos waste that is taken out of the work area must be properly bagged and labeled in accordance with these Specifications. The surface of the bags shall be decontaminated. Asbestos waste leaving the enclosure system must be transported off-site at end of work day or immediately placed in locked, posted temporary storage on-site, and removed within 24 hours of the Project conclusion. The Contractor may seek permission of the Owner to place a temporary lockable storage at a suitable onsite location.
 - 5. Any material, equipment, or supplies that are brought out of the decontamination enclosure system shall be cleaned and decontaminated by wet cleaning and/or HEPA vacuuming of all surfaces.

1.12 PROPER WORKER PROTECTION

- A. This section describes the equipment and procedures required for protecting workers against asbestos contamination and other workplace hazards except for respiratory protection.
- B. All workers are to be accredited and certified as Asbestos Abatement Workers as required by the CTDPH.
- C. The Contractor is required to be certified, accredited, and licensed as required by the CTDPH.
- D. In accordance with 29 CFR 1926.1101, all workers shall receive a training course covering the dangers inherent in handling asbestos, the dangers of breathing asbestos dust, proper work procedures, and proper worker protective measures. This course must include but is not limited to the following:

1. Methods of recognizing asbestos.
 2. Health effects associated with asbestos.
 3. Relationship between smoking and asbestos in producing lung cancer.
 4. Nature of operations that could result in exposure to asbestos.
 5. Importance of and instruction in the use of necessary protective controls, practices and procedures to minimize exposure including:
 - a. Engineering controls
 - b. Work practices
 - c. Respirators
 - d. Housekeeping procedures
 - e. Hygiene facilities
 - f. Protective clothing
 - g. Decontamination procedures
 - h. Emergency procedures
 - i. Waste disposal procedures
 6. Purpose, proper use, fitting, instructions, and limitations of respirators as required by 29 CFR 1910.134.
 7. Appropriate work practices for the work.
 8. Requirements of medical surveillance program.
 9. Review of 29 CFR 1926.
 10. Pressure differential systems.
 11. Work practices including hands on or on-job training.
 12. Personal Decontamination procedures.
 13. Air monitoring, personal and area.
- E. The Contractor shall provide medical examinations for all workers who may encounter an airborne fiber level of 0.1 f/cc or greater for an eight-hour Time Weighted Average (TWA). In the absence of specific airborne fiber data, provide medical examinations for all workers who will enter the work area for any reason. Examination shall at a minimum meet OSHA requirements as set forth in 29 CFR 1926.1101. In addition, provide an evaluation of the individual's ability to work in environments capable of producing heat stress in the worker.
- F. Submit the following to the Owner for review. The Contractor shall not start work until the Owner/Consultant reviews the submittals and indicates that they are acceptable.
1. Certificates from an EPA-approved Abatement Workers course for each worker as evidence that each Asbestos Abatement Worker is accredited. Evidence that the Contractor is certified to perform asbestos abatement work by the State of Connecticut Department of Public Health.
 2. An original signed copy of the Certificate of Worker's Acknowledgment found at the end of this section, for each worker who is to be at the job site or enter the work Area.
 3. Documents verifying that each worker has had a medical examination within the last 12 months as part of compliance with OSHA medical surveillance requirements. Submit, at a minimum, for each worker the following:
 - a. Name and Social Security Number.
 - b. Physicians Written Opinion from examining physician including at a minimum the following:
 - 1) Whether worker has any detected medical conditions that would place the worker at an increased risk of material health impairment from exposure to asbestos.
 - 2) Any recommended limitations on the worker or on the use of personal protective equipment such as respirators.

- 3) Statement that the worker has been informed by the physician of the results of the medical examination and of any medical conditions that may result from asbestos exposure.
4. Information that was provided to physician in compliance with 29 CFR 1926.1101.
5. A statement that the worker is able to wear and use the type of respiratory protection proposed for the Project and is able to work safely in an environment capable of producing heat/cold stress in the worker.

1.13 CONTRACTOR'S AIR SAMPLING RESPONSIBILITY

- A. The Contractor shall be responsible for monitoring airborne asbestos fiber concentrations in the workers' breathing zones and to establish conditions and work procedures for maintaining compliance with OSHA Regulations 29 CFR 1910.1001, and 1926.1101.
- B. The Contractor's air sampling procedures shall ensure proper documentation of all personal air-sampling results. Documentation for personal sampling must be available at the job site for review by federal and/or state regulatory agencies.
- C. All air sampling shall be conducted in accordance with methods described in OSHA Standards 29 CFR 1910.1001 and 1926.1101. The flow rate for air samples will not be less than 0.5 liters/minute and must not exceed 2.5 liters/minute.

1.14 RESTRICTIONS ON CONTRACTOR'S USE OF GROUNDS

- A. The Contractor may place a storage container at the site in coordination with the school facilities director.
- B. The Contractor shall have sole responsibility for providing all materials, equipment, or tools and any storage required shall be at the Contractor's own risk. The Owner will not assume responsibility for any loss of materials, equipment, or tools stored on its property.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Deliver all materials in the original packages, containers, or bundles bearing the name of the manufacturer and the brand name and product technical description.
- B. Damaged or deteriorating materials shall not be used and shall be removed from the premises. Material that becomes contaminated with asbestos shall be decontaminated or disposed of as asbestos waste.
- C. Polyethylene sheet in a roll size to minimize the frequency of joints shall be delivered to the job site with factory label indicating 4 or 6 mil thickness.
- D. Polyethylene disposable bags shall be six (6) mil thick with pre-printed labels.
- E. Tape or adhesive spray will be capable of sealing joints in adjacent polyethylene sheets and for attachment of polyethylene sheet to finished or unfinished surfaces of dissimilar materials and capable of adhering under both dry and wet conditions, including use of amended water.
- F. Surfactant (wetting agent), shall consist of fifty (50) percent polyoxyethylene ether and fifty (50)

percent polyoxyethylene ester, or equivalent, and shall be mixed with water to provide a concentration of one (1) ounce surfactant to five (5) gallons of water or as directed by manufacturer.

- G. Encapsulant shall be non-flammable factory prepared penetrating encapsulant found acceptable to Consultant such as ABC Asbestos Binding Compound manufactured by Fiberlock. Usage shall be in accordance with manufacturer's printed technical data.
- H. The Contractor shall have available spray equipment capable of mixing wetting agent with water and capable of generating sufficient pressure and volume and having sufficient hose length to reach all areas where asbestos is present.
- I. Impermeable containers are to be used to receive and retain any asbestos- containing or contaminated materials until disposal at an acceptable disposal site. (The containers shall be labeled in accordance with OSHA Standard 29 CFR 1926.1101) Containers must be both air and watertight.
- J. Labels and signs, as required by OSHA Standard 29 CFR 1926.1101 will be used.
- K. A high efficiency particulate air (HEPA)-filtered local exhaust ventilation shall be utilized during the installation of enclosures and supports where asbestos-containing materials may be disturbed.

2.2 TOOLS ANDEQUIPMENT

- A. The Contractor shall provide all tools and equipment necessary for asbestos removal.
- B. The Contractor's air monitoring professional shall have air-monitoring equipment of type and quantity to monitor operations and conduct personal exposure monitoring per OSHA requirements.
- C. The Contractor shall have available sufficient inventory of dated purchase orders for materials necessary for the job including protective clothing, respirators, filter cartridges, polyethylene sheeting of proper size and thickness, tape and air filters.
- D. The Contractor shall have available power cables or power sources such as generators (where required).
- E. As applicable, exhaust air filtration system units shall contain HEPA filter(s) capable of sufficient air exhaust to create negative pressure of at least 0.02 inches of water column within each enclosure with respect to outside areas. Equipment shall be checked for proper operation by differential pressure gauge continuously during the Project. Adequate exhaust air shall be provided for a minimum of four (4) air changes per hour within the enclosure. No air movement system or air filtering equipment shall discharge unfiltered air outside, nor shall filtered air units be exhausted indoors from the work area.
- F. Vacuum units, of suitable size and capacities for the Project, shall have HEPA filter(s) capable of trapping and retaining at lead 99.97 percent of all monodispersed particles of 0.3 micrometers in diameter or larger.
- G. The Contractor will have reserve units so that the exhaust air filtration system will operate continuously.

2.3 ELECTRICAL

- A. Any electrical installations shall be accomplished under the direction of a Licensed Electrician. Supply, and associated costs, of temporary power is the responsibility of the Contractor.
- B. The Contractor shall furnish and install a portable ground fault circuit interrupters (GFCI) including the following:
 - 1. All circuits individually GFCI-protected.
 - 2. Components UL listed
- C. The Contractor shall not use existing electrical outlets within the regulated area.
- D. The Contractor will supply temporary lighting for all asbestos removal work areas.
- E. The Contractor will furnish electrical power for the Project by use of temporary power, such as generators if required.

2.4 WATER

- A. The water is currently on at the site. Contractor may use the available water supply at the building at the Owners' direction.

PART 3 - EXECUTION

3.1 WORKER PROTECTION

- A. General:
 - 1. All asbestos abatement removal shall be performed in accordance with 29 CFR 1910.1001, 29 CFR 1926.1101 and State of Connecticut regulations as specified herein. Personnel shall wear and utilize protective clothing and equipment as specified herein. Eating, smoking, drinking, chewing gum, or applying cosmetics shall not be permitted in the asbestos control area. Personnel of other trades not engaged in the removal of asbestos shall not be allowed in the work area unless all the personnel protection provisions of this Specification are complied with by the trade personnel.
 - 2. Engineering controls shall be used to minimize airborne fiber concentrations within the work area. A combination of personal protective equipment and work practices shall also be used to further reduce employee exposure to asbestos fibers.
 - 3. The Contractor shall provide all authorized visitors with protective clothing, as in the procedures described herein and afford them the use of all facilities to keep them free of contamination from asbestos fibers.
 - 4. The Contractor shall provide the decontamination facility for worker and equipment decontamination as well as the results of the personal air monitoring.
- B. Respiratory Protection:
 - 1. The Contractor shall select and provide at no cost to his/her employees respirators, which shall provide adequate protection to the employee as specified by Section 1910.1001(g) Table D-1 and Section 1926.1101(h) Table D-4.

2. Respiratory protection shall be worn by all persons potentially exposed to elevated airborne concentrations of asbestos fibers from the initiation of the asbestos removal Project until all areas have been given clearance.
3. At a minimum, the Contractor shall provide half-face air-purifying respirators to all workers at the job site. If it is established, through collection and analysis of personal air samples in accordance with the OSHA Reference Method (ORM) (See U.S. Department of Labor; Occupational Safety and Health Administration; Occupational Exposure to Asbestos; Title 29 CFR 1910.1001, "General Industry Standard." Title 29 CFR 1926.1101, "Construction Standard") that this respiratory protection is inadequate, the Contractor will provide Powered Air Purifying Respirators or Type C (continuous flow or pressure demand) supplied air respirators.
 - a. Once the exposure limits have been established, the respirators presented in 29 CFR 1910.1001 that afford adequate protection at such upper concentrations of airborne asbestos fibers shall be used.
 - b. The minimum personal sampling period shall be seven hours at a flow rate of 0.5 to 2.5 liters per minute. The samples shall be collected within the workers' breathing zone. Personal sampling shall be the responsibility of the Contractor. Personal sampling results shall be available on site no later than 24 hours after sampling.
 - c. The filters provided for both the cartridge respirators and the PAPR's shall be National Institute for Occupational Safety and Health (NIOSH) approved for asbestos fibers.

C. Protective Clothing:

1. The Contractor shall provide to all workers, foreman and superintendents, protective disposable clothing consisting of full body coveralls including head covers.
2. The Contractor shall provide eye protection and hard hats, as required, by job conditions and safety regulations.
3. Reusable footwear, hard hats and eye protection devices shall be left in the "contaminated equipment room" until the end of the asbestos removal work.
4. Upon completion of asbestos removal work, the footwear shall be disposed of as contaminated waste or cleaned thoroughly inside and out using soap and water before removing from work area or from equipment and access area.
5. All disposable protective clothing shall be discarded and disposed of as asbestos waste when the wearer exits from the workspace to the outside through the decontamination facilities.

D. Decontamination Procedures:

1. Each worker and authorized visitor without exception shall, upon entering the job site: remove street clothes in the clean change room and put on an appropriate respirator with new filters, and clean disposable protective clothing before entering the equipment room or the work area, except that workers intending to re-wear previously worn protective clothing stored in the equipment room shall enter the equipment room wearing only respirators.

2. Each time he/she leaves the work area, each worker and authorized visitor shall:
 - a. Vacuum gross contamination from clothing before leaving the work area.
 - b. Proceed to the equipment room and remove all clothing except respirator.
 - c. Still wearing the respirator, proceed unclothed into the showers.
 - d. Clean the outside of the respirator with soap and water while showering.
 - e. Remove filters and wet them and dispose of filters in the container provided for that purpose.
 - f. Wash and rinse the inside of the respirator. After showering, dry off with disposable towels.
3. Following showering and drying off, each worker and authorized visitor shall proceed directly to the clean change room and dress in street clothes at the end of the day's work, or before eating, smoking, or drinking.
4. Contaminated reusable work footwear shall be stored in the equipment room when not in use in the work area. Upon completion of asbestos removal work, footwear shall be disposed of as contaminated waste or cleaned inside and out using soap and water before removing these items from the work area or from the equipment and access area. Contaminated protective clothing shall be placed in receptacles for disposal with other asbestos-contaminated materials.

3.2 WORK AREA PREPARATION

- A. Shut down and/or isolate any heating, cooling, and ventilation air systems or zones to prevent contamination and fiber dispersal to other areas of the structure.
- B. Where necessary, within regulated areas, shut down electrical power, including receptacles and light fixtures. Under no circumstances during the removal process will existing lighting fixtures inside the regulated area be permitted to be operating. Provide GFCI devices and temporary lighting installed in compliance with the applicable electrical codes.
- C. Install decontamination system as described below in section 3.4 of these specifications.
- D. Pre-clean and seal off all openings, including, but not limited to, windows, corridors, doorways, ducts, grills, diffusers, lighting and any other penetration of the work area, with polyethylene sheeting a minimum of six (6) mil thick, sealed with duct tape.
- E. Install two layers of six (6) mil poly sheeting on the floors and two layers of four (4) mil poly on the walls. Sheeting shall overlap a minimum of 24" and overlap alternating between floor and wall with the top layer being the wall overlapping the floor. All poly shall be secured with duct tape and spray adhesive.
- F. Install adequate number of HEPA ventilation units to achieve the required number of at least 4 air changes per hour and exhaust units to the exterior of the building.

3.3 MOVABLE ITEMS

- A. The school will be responsible for moving, storing and reinstalling all movable furniture/fixtures in the work area. This includes: desks, chairs, books, other stored items on shelves and cabinets.
- B. Coordinate with the facilities staff in clearing rooms for abatement.
- C. School staff will be responsible to put them stored items back in the rooms after installation of eth new flooring.

3.4 DECONTAMINATION SYSTEM

- A. The Contractor shall establish a decontamination enclosure (decon) contiguous to the work area consisting of equipment room, shower room, and clean room in series. The only access between contaminated and uncontaminated areas shall be through this decontamination enclosure.
- B. Access between rooms in the decontamination system shall be through double-flap curtained openings. The clean room, shower room and the equipment room within the decontamination enclosure shall be completely sealed ensuring that the sole source of airflow through this area originates from uncontaminated areas outside the work area.
- C. Construct the decontamination system with PVC or metal framing and cover all sides with a double layer of six (6) mil polyethylene sheeting, spray glued or taped at the joints.

3.5 MAINTENANCE OF THE WORK AREA

- A. Acceptance of Asbestos Control Area: The Contractor shall not begin removal unless approved by the Project Monitor. The control area must be constructed, the decontamination facility prepared and the supplies to be used assembled, barriers properly constructed, openings sealed, and other preparations made to allow the removal operation to proceed. If conditions are not acceptable, the Contractor shall correct deficiencies to comply with the specifications.

3.6 ASBESTOS REMOVAL PROCEDURE –GENERAL

- A. The Contractor shall have a designated "Competent Person" on the job at all times to ensure establishment of a proper enclosure system and proper work practices throughout Project.
- B. Spray asbestos materials with amended water using airless spray equipment or apply approved removal wetting agent to reduce the release of fibers during removal operation.
- C. Fill disposal containers as removal proceeds, seal filled containers and wet clean each container thoroughly, double bag and apply caution label.
- D. After completion of stripping work, all surfaces from which asbestos has been removed shall be wet brushed, using a nylon brush, wet wiped, and sponged or cleaned by an equivalent method to remove all visible material. During this work, the surfaces being cleaned shall be kept wet.
- E. Sealed disposal containers, and all equipment used in the work area, shall be included in the cleanup and shall be removed from work areas via the equipment decontamination enclosure at an appropriate time in the cleaning sequence. All asbestos waste shall be placed in 6-mil polyethylene disposal bags and shall be double bagged in the equipment decontamination enclosure before removal from the site.

- F. At any time during asbestos removal, should contamination of areas outside the work area be suspected, the Contractor shall cause all removal work to stop until the he/she takes steps to decontaminate these areas and eliminate the causes of such contamination. Unprotected individuals shall be prohibited from entering suspected contaminated areas until air sampling and visual inspections certify decontamination.
- G. After completion of the final cleaning procedure, an inspection shall be conducted by the Consultant Project Monitor. The inspection shall verify that ACM and residual dust has been removed from the workarea.

3.7 ASBESTOS REMOVAL PROCEDURE –FLOOR TILE AND MASTIC

- A. The Contractor shall remove floor tile and cove base prior to removing mastic and adhesives.
- B. Asbestos debris shall be properly bagged as work progresses. No ACM debris shall remain in the containment at the end of any shift.
- C. Mastic and adhesive shall be removed using wet methods and mechanical means. All mechanical removal shall be performed using HEPA equipped machinery. If the contractor chooses to use a chemical stripper they will be liable for any incompatibility with new flooring installation. Coordinate with flooring contractor if chemicals are necessary.

3.8 CONSULTANT AND SUSPENSION OF WORK

- A. The Owner has designated BL Companies to perform the duties of the Asbestos Consultant for this Contract. The Consultant will also act as the Project Monitor for the Project.
- B. The removal work shall be reviewed by the Consultant. The Contractor will request an inspection at least 24 hours in advance of requiring the inspection.
- C. The Consultant will recommend that the Owner order a suspension of work based on a determination of risk of adverse health and safety impacts on the environment, workers, or the general public, or failure to comply with the Specifications/regulations. The Contractor and the Owner will be notified in writing of the reason and of the recommended resolution.
- D. During the progress of the work, the Consultant, following approval by the Owner, shall have the right to make any changes, alterations, additions or omissions in the work or Specifications in accordance with the General Conditions.
- E. The Consultant will provide visual inspection services throughout the Contract's duration. It shall be the Contractor's responsibility to comply with pertinent work standards and regulations.
- F. The Consultant will conduct visual observations and perform inspections in the work area for evaluating that the work area remains properly secured and isolated and specified work items are properly completed. Upon completion of work in a defined work area, the Consultant will conduct a final visual inspection for the purpose of evaluating work completion. Unsatisfactory conditions shall be immediately corrected in a manner specified by the Consultant and the contract documents. Final payments shall be approved only after the Owner receives all properly completed Waste Shipment Record Forms and other required documentation and records.

3.9 CONSULTANTS' AIR SAMPLING RESPONSIBILITIES

- A. Air sampling may be conducted by the Consultant to ascertain the integrity of controls that protect the building from asbestos contamination. Independently, the Contractor shall monitor air quality within the work area to ascertain the protection of employees and to comply with OSHA regulations.
- B. Consultant's Project Monitor may collect air samples during the following time periods:
1. Pre-Abatement Period: The Project Monitor may collect samples prior to abatement work to establish baseline readings. These samples will be collected in and around the proposed work areas. Pre-abatement air samples shall be collected as required to obtain a volume of 1,200 liters. Pre-abatement and during abatement Samples shall be analyzed by PCM methodology using the NIOSH 7400 protocol.
 2. Abatement Period: The Project Monitor may collect samples when onsite on a daily basis during the work period. A sufficient number of area samples shall be taken outside of the work area to judge the degree of cleanliness or contamination of the building during removal. Additional samples may be taken inside the work area at the discretion of the Project Monitor.
 3. Post-Abatement Period: As required by regulation, the Project Monitor shall conduct air sampling following the final cleanup phase of the Project, once the "no visible residue" criterion, as established by the Project Monitor, has been met. Five (5) samples shall be collected inside the work area, five (5) outside the work area if Transmission Electron Microscopy (TEM) is required to meet regulatory standards, utilizing aggressive methods to comply with the State of Connecticut Department of Public Health Standards for Asbestos Abatement, sections 19a-332a-12, and 19a-332a-13 and United States Environmental Protection Agency (USEPA) Asbestos-Containing Materials in Schools regulation 40 CFR Part 763. Upon determination of final material amounts, analysis of the samples to determine airborne concentrations of asbestos shall be conducted by either Phase Contrast Microscopy (PCM) method or Transmission Electron Microscopy (TEM) to show that the concentration of fibers for each of the samples is less than or equal to a limit of quantitation for PCM - 0.01 fibers per cubic centimeter (0.01 f/cc) or TEM- 70 structures per square millimeter (70 s/mm²) of air in accordance with the above regulations.
- C. The Project Monitor shall provide ongoing evaluation of the air quality within the building during removal, using his/her best professional judgments with respect to the State of Connecticut Department of Public Health guideline of 0.010 fibers/cc and the background air quality established during the pre-abatement period.
- D. If the Project Monitor determines that the building air quality has become contaminated from the Project, he/she shall immediately inform the Contractor to cease all removal operations and implement a work stoppage clean up procedure. The Contractor shall conduct a thorough cleanup of the areas of the building designated by the Consultant. No further removal work can take place until the Project Monitor has assessed that the building air has been decontaminated.
- E. Air samples shall be collected as required and shall be analyzed by either PCM methodology using the NIOSH 7400 protocol or TEM methodology following the AHERA 40 CFR Part 763 protocol.

3.10 CONSULTANT'S INSPECTION RESPONSIBILITIES

- A. Inspections shall be conducted by the Project Monitor as required, throughout the progress of the abatement Project. Inspections shall be conducted in order to document the progress of the

abatement work as well as the procedures and practices employed by the Contractor.

B. The Project Monitor shall perform the following inspections during the course of abatement activities:

1. Pre-commencement Inspection. Pre-commencement inspections shall be performed at the time requested by the Contractor. The Project Monitor shall be informed sufficiently in advance of the time the inspection is needed. During the course of the pre-commencement inspection, the Project Monitor shall inspect the containment and surrounding work areas. This shall include, but not be limited to, inspection of barrier integrity, worker decontamination facility, utilization of power sources, and location and capacity of negative air filtration devices. If, during the course of the pre-commencement inspection, deficiencies are found, the Contractor shall perform the necessary adjustments in order to obtain compliance.
2. Work Area Inspections. Work area inspections shall be conducted on a daily basis at the discretion of the Owner/Consultant. During the course of the work inspections, the Project Monitor shall observe the Contractor's removal procedures, verify barrier integrity, monitor negative air filtration devices, assess Project progress, and inform the Contractor of specific remedial activities if deficiencies are noted.
3. Pre-sealant Final Visual Inspection. A pre-sealant inspection for the regulated area shall be conducted by the Project Monitor upon the request of the Contractor. The pre-sealant inspection shall be conducted after completion of the cleaning procedures. The pre-sealant inspection shall verify that no visible ACM or residual debris remain in the work area. If, during the course of the pre-sealant inspection, the Project Monitor identifies visible residual ACM or debris, the Contractor shall re-clean the work area until it is deemed acceptable by the Project Monitor.

3.11 WASTE DISPOSAL

- A. All waste material shall be promptly wetted and placed in 6-mil polyethylene bags or wrapped in two layers of 6-mil polyethylene plastic sheeting as it is generated. A sufficient number of waste bags and/or plastic sheeting shall be located in the immediate work area (unused bags in the equipment room of the decontamination facility must be disposed of as contaminated waste). The Contractor shall count or measure the volume of each filled container leaving the work area, and maintain a written record of such.
- B. Warning labels, having waterproof print and permanent adhesive, shall be affixed to the sides of all waste bags or transfer containers. Warning labels shall be conspicuous and legible, and contain the following words in accordance with OSHA 1926.1101:

DANGER
CONTAINS ASBESTOS FIBERS
AVOID CREATING DUST
CANCER AND LUNG DISEASE HAZARD

In addition to the above, affix 'waste generator label' to include the generator's name and address on each waste container. Waste transport vehicles will have appropriate U.S. Department of Transportation signage on them for transportation of asbestos waste materials.

- C. A fine water spray shall be used to keep the unbagged or unwrapped waste wet at all times.
- D. Sealed waste shall be removed from the work area and stored in an on-site, enclosed and lockable

dumpster or transported to the landfill. The temporary storage dumpster area shall be prominently identified and be kept locked.

E. Once a truckload of waste containers has accumulated, the Contractor shall arrange for transportation to the landfill. No temporary co-mingling of asbestos waste from this Project with that from another site will be allowed.

F. Waste Transportation and Disposal Regulations:

1. It is the responsibility of the Contractor to determine and ensure compliance with the current waste handling regulations applicable to the work site and the current regulations for waste transportation to and disposal at each ultimate landfill. The Contractor shall comply fully with these regulations and with all U.S. Department of Transportation, EPA, and State of Connecticut Department of Energy and Environmental Protection (DEEP) requirements.
2. If required, the Contractor (or Subcontractor), at no additional cost, shall maintain a valid hazardous waste transporter's permit and identification number, and document and fully comply with any hazardous waste manifesting requirements.

G. Waste Disposal Procedure:

1. The Contractor shall incorporate in his/her proposal the estimated quantity of asbestos waste disposal to be generated during the work; the proposed final waste site; the estimated number of separate waste shipments (loads), and the current estimated transportation and landfill disposal fees (per cubic yard). Non-contaminated waste transport and disposal shall be solely the Contractor's responsibility. The Contractor shall review each of these items and resolve any discrepancies or deficiencies during the pre-construction site meeting.
2. The Contractor shall package, label, and remove all asbestos waste as specified in the specifications. Packaging shall be accomplished in a manner that minimizes waste volume, but so that waste containers will not tear or break.
3. The Contractor shall provide legal transportation of this waste to the ultimate disposal landfill; and have the waste hauler and the landfill owner complete all other required manifests, dump slips, or other forms. The completed and fully signed (by all required parties) original of the Waste Shipment Record, and copies of the other forms, shall be returned within thirty (30) calendar days to the Consultant for payment approval. No payments will be approved, or made for incomplete Waste Shipment Records.
4. All disposal of asbestos-containing and/or asbestos-contaminated material must be in compliance with requirements of and authorized by the Solid Waste Management Division, State of Connecticut Department of Energy and Environmental Protection.

H. Waste Disposal Fees:

1. All Contractor contaminated waste handling costs, such as waste packaging, on-site/off-site storing/handling, transport/disposal, permitting, record keeping, and non-contaminated waste handling must be included in the Contractor's proposal as applicable to removal of asbestos materials and/or performance of the related removal activities.

3.12 PROJECT RESTORATION

- A. A Project walk-through shall be conducted, by the Owner or Owner's Consultant (upon the Owners request), after the removal portion of the Project to identify areas or equipment damaged during the work. If the Owner determines that the damage is caused by acts or omissions of the Contractor, a punch list shall be developed. The Contractor shall be responsible for repair or replacement, or at the discretion of the Owner, payment for the work of another Contractor to complete the punch list. A second walk through shall be conducted after completion of punch list items.
- B. Abatement work shall be coordinated with the installation of replacement materials specified elsewhere.

END OF SECTION 020800

CERTIFICATE OF WORKER'S ACKNOWLEDGMENT

PROJECT NAME _____ DATE _____
PROJECT ADDRESS _____
CONTRACTOR'S NAME _____

WORKING WITH ASBESTOS CAN BE DANGEROUS. INHALING ASBESTOS FIBERS HAS BEEN LINKED WITH VARIOUS TYPES OF CANCER. IF YOU SMOKE AND INHALE ASBESTOS FIBERS THE CHANCE THAT YOU WILL DEVELOP LUNG CANCER IS GREATER THAN THAT OF THE NON-SMOKING PUBLIC.

Your employer's contract with the Owner for the above Project requires that: You be supplied with the proper respirator and be trained in its use. You be trained in safe work practices and in the use of the equipment found on the job. You receive a medical examination. These things are to have been done at no cost to you.

RESPIRATORY PROTECTION: You must have been trained in the proper use of respirators, and informed of the type respirator to be used on the above referenced Project. You must be given a copy of the written respiratory protection manual issued by your employer. You must be equipped at no cost with the respirator to be used on the above Project.

TRAINING COURSE: You must have been trained in the dangers inherent in handling asbestos and breathing asbestos dust and in proper work procedures and personal and area protective measures. The topics covered in the course must have included the following:

- Physical characteristics of asbestos
- Health hazards associated with asbestos
- Respiratory protection
- Use of protective equipment
- Pressure Differential Systems
- Work practices including hands on or on-job training
- Personal decontamination procedures
- Air monitoring, personal and area

MEDICAL EXAMINATION: You must have had a medical examination within the past 12 months at no cost to you. This examination must have included: health history, pulmonary function tests and may have included an evaluation of a chest x-ray. By signing this document you are acknowledging only that the Owner of the building you are about to work in has advised you of your obligation for training and protection relative to your employer, the Contractor.

Signature _____

Social Security# _____

Printed

Name _____ Witness _____

SECTION 096513 - RESILIENT BASE AND ACCESSORIES

PART 1 - GENERAL

- 1.1 RELATED DOCUMENTS
 - A. The Contractor, Subcontractors, and/or suppliers providing goods or services referenced in or related to this Section shall also be bound by the Documents identified in Division 01 Section "Summary"; Paragraph 1.1A, entitled "Related Documents."
- 1.2 SUMMARY
 - A. Section Includes:
 - 1. Resilient base.
 - B. Related Sections:
 - 1. Division 09 Section "Resilient Tile Flooring" for resilient flooring and flooring preparation requirements.
- 1.3 SUBMITTALS
 - A. Product Data: For each type of product indicated.
 - B. Samples for Verification: For each type of product indicated, in manufacturer's standard-size Samples but not less than 12 inches long, of each resilient product color, texture, and pattern required.
- 1.4 QUALITY ASSURANCE
 - A. Fire-Test-Response Characteristics: As determined by testing identical products according to ASTM E 648 or NFPA 253 by a qualified testing agency.
 - 1. Critical Radiant Flux Classification: Class I, not less than 0.45 W/sq. cm.
 - B. Preconstruction Testing Service: Moisture testing on new concrete slabs to be performed by manufacturer of moisture vapor reduction admixture in accordance with Division 03 Section "Concrete Moisture Vapor Reduction Admixture."
 - C. Preconstruction Testing Service: Engage a qualified independent testing agency to perform moisture vapor emission and relative humidity testing indicated below.
 - 1. ASTM F 1869, Standard Test Method for Measuring Moisture Vapor Emission Rate of Concrete Subfloor Using Anhydrous Calcium Chloride.

2. ASTM F 2170, Standard Test Method for Determining Relative Humidity in Concrete Floor Slabs Using in Situ Probes.

- D. Preinstallation Conference: Conduct conference at Project site to comply with requirements in Division 01 Section "Project Management and Coordination." Review methods and procedures related to flooring installation including, but not limited to, the following:

1. Review substrate conditions, moisture and pH test results, manufacturer's installation instructions, and warranty requirements.
2. Document proceedings, including required corrective measures.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Store resilient products and installation materials in dry spaces protected from the weather, with ambient temperatures maintained within range recommended by manufacturer, but not less than 50 deg F or more than 90 deg F.

1.6 PROJECT CONDITIONS

- A. Maintain ambient temperatures within range recommended by manufacturer, but not less than 70 deg F or more than 95 deg F, in spaces to receive resilient products during the following time periods:
 1. 48 hours before installation.
 2. During installation.
 3. 48 hours after installation.
- B. Until Substantial Completion, maintain ambient temperatures within range recommended by manufacturer, but not less than 55 deg F or more than 95 deg F.
- C. Install resilient products after other finishing operations, including painting, have been completed.

1.7 EXTRA MATERIALS

- A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
 1. Furnish not less than 1 linear feet for every 50 linear feet or fraction thereof, of each type, color, pattern, and size of resilient product installed, but not less than 200 feet of each.

1.8 WARRANTY

- A. General Warranty: Special warranties specified in this Section shall not deprive Owner of other rights Owner may have under other provisions of the Contract Documents and shall be in addition to, and run concurrent with, other warranties made by Contractor under requirements of the Contract Documents.

- B. Limited Warranty: Written warranty, signed by manufacturer agreeing to repair or replace resilient flooring, installed according to manufacturer's written recommendations, that fails in performance, materials, or workmanship within specified warranty period.
 - 1. Warranty Period: One year from date of Commissioning acceptance of a complete system and Owner approval.
 - 2. Exclusions from warranty include the following:
 - a. Problems caused by moisture, hydrostatic pressure, or alkali in the subfloor.
 - b. Damage to flooring products from high heels or spiked shoes.

PART 2 - PRODUCTS

2.1 PRODUCTS, GENERAL

- A. Regional Materials: Products in this Section, including raw materials, to be regionally harvested, extracted, sourced and manufactured within 500 miles of Project site.
- B. Recycled Content: Meet or exceed the recycled content values defined by the EPA Procurement Guidelines listed in Division 01 Section "Sustainable Design Requirements."

2.2 RESILIENT BASE

- A. Basis-of-Design Product (RB-1): Subject to compliance with requirements, provide **Johnsonite; Rubber Wall Base** or a comparable product by one of the following:
 - 1. FLEXCO; Base 2000 Wall Base.
 - 2. Roppe Corporation, 700 Series Base.
- B. Resilient Base Standard: ASTM F 1861.
 - 1. Material Requirement: Type TP (rubber, thermoplastic).
 - 2. Manufacturing Method: Group I (solid, homogeneous).
 - 3. Style and Location:
 - a. Style A, Cove: Provide in areas with resilient flooring tile.
- C. Minimum Thickness: 0.125 inch.
- D. Height: 4 or 6 inches, or to match existing.
- E. Lengths: Coils in manufacturer's standard length.
- F. Inside and Outside Corners: Job formed.
- G. Colors: to match existing.

2.3 INSTALLATION MATERIALS

- A. Adhesives: Water-resistant type recommended by manufacturer to suit resilient products and substrate conditions indicated.
 - 1. Comply with manufacturer's requirements for adhesives installed as part of warranties.
- B. VOC Limits for Installation Adhesives and Glues: Use installation adhesives that are certified as low-VOC products by one of the following organizations:
 - 1. SCS FloorScore® Certified and meets California Specifications Section 01350 .

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, with Installer present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the work.
- B. Verify that finishes of substrates comply with tolerances and other requirements specified in other Sections and that substrates are free of cracks, ridges, depressions, scale, and foreign deposits that might interfere with adhesion of resilient products.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Prepare substrates according to manufacturer's written instructions to ensure adhesion of resilient products.
- B. Concrete Substrates:
 - 1. Verify that substrates are dry and free of curing compounds, sealers, and hardeners.
 - 2. Remove substrate coatings and other substances that are incompatible with adhesives and that contain soap, wax, oil, or silicone, using mechanical methods recommended by manufacturer. Do not use solvents.
- C. Comply with floor preparation and underlayment requirements in Division 09 Section "Resilient Tile Flooring."
- D. Comply with testing requirements in Division 09 Section "Resilient Tile Flooring", including moisture, and alkalinity and adhesion testing.
- E. Fill cracks, holes, and depressions in substrates with trowelable leveling and patching compound and remove bumps and ridges to produce a uniform and smooth substrate.
- F. Do not install resilient products until they are same temperature as the space where they are to be installed.

1. Move resilient products and installation materials into spaces where they will be installed at least 48 hours in advance of installation.
- G. Sweep and vacuum clean substrates to be covered by resilient products immediately before installation.

3.3 RESILIENT BASE INSTALLATION

- A. Comply with manufacturer's written instructions for installing resilient base.
- B. Apply resilient base to walls, columns, pilasters, casework and cabinets in toe spaces, and other permanent fixtures in rooms and areas where base is required.
- C. Install resilient base in lengths as long as practicable without gaps at seams and with tops of adjacent pieces aligned.
- D. Tightly adhere resilient base to substrate throughout length of each piece, with base in continuous contact with horizontal and vertical substrates.
- E. Do not stretch resilient base during installation.
- F. Preformed Corners: Install preformed corners before installing straight pieces.
- G. Job-Formed Corners:
 1. Outside Corners: Use straight pieces of maximum lengths possible. Form without producing discoloration (whitening) at bends.
 2. Inside Corners: Use straight pieces of maximum lengths possible.

3.4 CLEANING AND PROTECTION

- A. Comply with manufacturer's written instructions for cleaning and protection of resilient products.
- B. Perform the following operations immediately after completing resilient product installation:
 1. Remove adhesive and other blemishes from exposed surfaces.
- C. Protect resilient products from mars, marks, indentations, and other damage from construction operations and placement of equipment and fixtures during remainder of construction period.
- D. Protect or Cover resilient products until Substantial Completion.

END OF SECTION 096513

SECTION 096519 - RESILIENT TILE FLOORING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. The Contractor, Subcontractors, and/or suppliers providing goods or services referenced in or related to this Section shall also be bound by the Documents identified in Division 01 Section "Summary", Paragraph 1.1A, entitled "Related Documents."

1.2 SUMMARY

A. Section Includes:

1. Solid vinyl composition tile.
2. Floor preparation requirements.

B. Related Sections:

1. Division 09 Section "Resilient Base and Accessories" for resilient base, reducer strips, and rubber stair accessories installed with resilient floor coverings.

1.3 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Samples for Verification: Full-size units of each color and pattern of floor tile required.
- C. Qualification Data: For qualified Installer.
- D. Maintenance Data: For each type of floor tile to include in maintenance manuals.
- E. Warranty: Special warranties specified in this Section.

1.4 QUALITY ASSURANCE

- A. Installer Qualifications: A qualified installer who employs workers for this Project who are competent in techniques required by manufacturer for floor tile installation indicated.

1. Engage an installer who employs workers for this Project who are trained or certified by manufacturer for installation techniques required. Provide one Master Installer for each product specified.

- B. Fire-Test-Response Characteristics: As determined by testing identical products according to ASTM E 648 or NFPA 253 by a qualified testing agency.

1. Critical Radiant Flux Classification: Class I, not less than 0.45 W/sq. cm.

- C. Preconstruction Testing Service for Existing Concrete: Engage a qualified independent testing agency to perform moisture vapor emission testing indicated below.
 - 1. ASTM F 1869, Standard Test Method for Measuring Moisture Vapor Emission Rate of Concrete Subfloor Using Anhydrous Calcium Chloride.
 - 2. ASTM F 2170, Standard Test Method for Determining Relative Humidity in Concrete Floor Slabs Using in Situ Probes.

- D. Mockups: Build mockups to verify selections made under Sample submittals and to demonstrate floor preparation, aesthetic effects and set quality standards for materials and execution.
 - 1. Build mockups for floor tile including resilient base and accessories.
 - a. Size: Minimum 25 sq. ft. for each type, color, and pattern in locations directed by Prime Contractor.
 - 2. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.
 - 3. Subject to compliance with requirements, approved mockups may become part of the completed work if undisturbed at time of Substantial Completion.

- E. Preinstallation Conference: Conduct conference at Project site to comply with requirements in Division 01 Section "Project Management and Coordination." Review methods and procedures related to flooring installation including, but not limited to, the following:
 - 1. Review substrate conditions, removal of hazardous material, moisture and pH test results, manufacturer's installation instructions, and warranty requirements.
 - 2. Document proceedings, including required corrective measures.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Store floor tile and installation materials in dry spaces protected from the weather, with ambient temperatures maintained within range recommended by manufacturer, but not less than 50 deg F or more than 90 deg F. Store floor tiles on flat surfaces.

1.6 PROJECT CONDITIONS

- A. Maintain temperatures within range recommended by manufacturer, but not less than 70 deg F or more than 95 deg F, in spaces to receive floor tile during the following time periods:
 - 1. 48 hours before installation.
 - 2. During installation.
 - 3. 48 hours after installation.

- B. After post installation period, maintain temperatures within range recommended by manufacturer, but not less than 55 deg F or more than 95 deg F.

- C. Close spaces to traffic during floor covering installation.

- D. Close spaces to traffic for 48 hours after floor covering installation.

- E. Install resilient products after other finishing operations, including painting, have been completed.

1.7 EXTRA MATERIALS

- A. Furnish extra materials described below that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
 - 1. Floor Tile: Furnish 2 boxes of each type, color, and pattern of floor tile installed.

1.8 WARRANTY

- A. General Warranty: Special warranties specified in this Section shall not deprive Owner of other rights Owner may have under other provisions of the Contract Documents and shall be in addition to, and run concurrent with, other warranties made by Contractor under requirements of the Contract Documents.
- B. Limited Warranty: Written warranty, signed by manufacturer agreeing to repair or replace resilient flooring, installed according to manufacturer's written recommendations, that fails in performance, materials, or workmanship within specified warranty period.
 - 1. Warranty Period: One year from date of Commissioning acceptance of a complete system and Owner approval.
 - 2. Exclusions from warranty include the following:
 - a. Problems caused by moisture, hydrostatic pressure, or alkali in the subfloor.
 - b. Damage to flooring products from high heels or spiked shoes.
- C. Material Only Warranty: Additional written wear warranty, signed by manufacturer agreeing to repair or replace resilient flooring that fails in performance, materials, or workmanship within specified warranty period.
 - 1. Solid Vinyl Composition Tile (VCT): Five years from date of Commissioning acceptance of a complete system and Owner approval.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. VOC content for field applied interior adhesives, sealants, coating and paints not to exceed the limits defined in 2.3.B

2.2 SOLID VINYL TILE

- A. Solid Vinyl Composition Tile (VCT-1): ASTM F 1700, Class 1, Type A.
 - 1. Basis of Design Product: Subject to compliance with requirements, provide **Armstrong World Industries, Excelon Imperial Texture #51911** or comparable product by one of the following:
 - a. Johnsonite; Cortina Grande.

- b. Approved equal
 - 2. Wearing Surface: Smooth.
 - 3. Thickness: 0.125 inch.
 - 4. ASTM F 1066; Class 2 Through-Pattern; ISO 10595, Type II.
 - 5. Size: 12 by 12 inches.
 - 6. Colors: Classic White, to match existing adjacent white. Approved by Architect.

2.3 INSTALLATION MATERIALS

- A. Adhesives: Water-resistant type recommended by floor tile and adhesive manufacturers to suit floor tile and substrate conditions indicated.
- B. VOC Limits for Installation Adhesives and Glues: Use installation adhesives that are certified as low-VOC products by one of the following organizations:
 - 1. California Department of Public Health (CDPH) Standard Method V1.1 (2010) and/or the South Coast Air Quality Management District Rule #1168. Option in "Terrazzo Floor Tile Adhesives" Subparagraph below is VOC content limit for ceramic tile adhesives.
- C. Floor Polish: Provide protective, liquid floor-polish products as indicated.

2.4 SUBSTRATE PREPARATION

- A. Primer: ASTM C1059, Type I, latex formulation for use with underlayments.
 - 1. Product: Subject to compliance with requirements, provide one of the following:
 - a. Ardex; Primer for underlayments.
 - b. Laticrete; Admix & Primer for underlayments.
 - c. MAPEI Corporation; Primer T for underlayments.
- B. Self-Leveling Underlayment: ASTM C109, 4300 psi compressive strength at 28 days; cementitious powder mixed with water to produce a free-flowing self-leveling underlayment for rapid leveling of concrete slabs that have been shot-blasted and/or with depressions of up to 1-inch depth.
 - 1. Product: Subject to compliance with requirements, provide one of the following:
 - a. Ardex; R1 and K15.
 - b. Laticrete; 86 LatiLevel Self Leveling Underlayment.
 - c. MAPEI Corporation; Ultraplan M20 Plus.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, with Installer present, for compliance with requirements for maximum moisture content, depth of hazardous material removal and other conditions affecting performance of the work.

- B. Verify that finishes of substrates and the hazardous material removal process comply with tolerances and other requirements specified in other Sections and that substrates are free of cracks, ridges, depressions, scale, and foreign deposits that might interfere with adhesion of floor tile.
- C. Proceed with installation only after unsatisfactory conditions have been corrected. Commencement of work indicates acceptance of substrates.

3.2 PREPARATION FOR EXISTING CONCRETE SLABS

- A. Prepare existing substrates according to manufacturer's written instructions to ensure adhesion of resilient products.
- B. Concrete Substrates: Prepare according to ASTM F 710.
 - 1. Verify that substrates are dry and free of curing compounds, sealers, and hardeners.
 - 2. Remove substrate coatings and other substances that are incompatible with adhesives and that contain soap, wax, oil, or silicone, using mechanical methods recommended by manufacturer. Do not use solvents.
- C. Prime all existing concrete surfaces. Allow primer to dry for 2 to 3 hours at 70 deg F, but not more than 24 hours before installation of underlayment. Areas of primer that have dried for more than 24 hours must be re-primed prior to application of underlayment. Comply with manufacturer's written recommendations and the following:
 - 1. Primer: Pour, mop or spray primer onto the surface. Apply an even thickness of primer to the prepared substrate using a bristle broom. Remove any puddles or thick areas.
 - 2. Underlayment: Apply underlayment to existing holes, depressions, and cracks in substrate as required for preparation of installation of self-leveling underlayment.
 - 3. Self-Leveling Underlayment: Prime surface and install self-leveling underlayment within 24 hours. Pour or pump self-leveling underlayment over the primed substrate and spread with a spike roller or gauging rake. Use a smoothing paddle to combine pours and to obtain a flat smooth surface.
- a. Furnish and install self-leveling underlayment on all existing slabs to receive new flooring, including those that have had existing VAT, VCT and/or mastic removed by the shot-blast method.
 - 1) Floor preparation work includes installation of underlayment as required and self-leveling underlayment in thickness needed after shot blasting and removal of hazardous material.
- D. Test concrete slabs for moisture following installation of underlayment(s), but do not test surface of self-leveling underlayment for moisture or pH.
 - 1. Alkalinity and Adhesion Testing: Perform tests recommended by manufacturer. Proceed with installation only after substrates pass testing.
- a. Surface pH not to exceed 9.
 - 2. Moisture Testing: Perform tests recommended by manufacturer and as follows. Proceed with installation only after substrates pass testing.

- a. Perform anhydrous calcium chloride test, ASTM F 1869. Proceed with installation only after substrates have maximum moisture-vapor-emission rate of 3 to 5 lb. of water/1000 sq. ft. in 24 hours, as required by manufacturer's written recommendation for maximum moisture content.
 - b. Perform relative humidity test using in situ probes, ASTM F 2170. Proceed with installation only after substrates have a maximum 75 percent relative humidity level measurement.
- E. Do not install floor tiles until they are same temperature as space where they are to be installed.
- 1. Move resilient products and installation materials into spaces where they will be installed at least 48 hours in advance of installation.
- F. Sweep and vacuum clean substrates to be covered by resilient products immediately before installation.

3.3 FLOOR TILE INSTALLATION

- A. Comply with manufacturer's written instructions for installing floor tile.
- B. Lay out floor tiles from center marks established with principal walls, discounting minor offsets, so tiles at opposite edges of room are of equal width. Adjust as necessary to avoid using cut widths that equal less than one-half tile at perimeter.
 - 1. Lay VCT in random quarter turn staggered pattern.
- C. Match floor tiles for color and pattern by selecting tiles from cartons in the same sequence as manufactured and packaged, if so numbered. Discard broken, cracked, chipped, or deformed tiles.
- D. Scribe, cut, and fit floor tiles to butt neatly and tightly to vertical surfaces and permanent fixtures including built-in furniture, cabinets, pipes, outlets, and door frames.
- E. Extend floor tiles into toe spaces, door reveals, closets, and similar openings. Extend floor tiles to center of door openings.
- F. Maintain reference markers, holes, and openings that are in place or marked for future cutting by repeating on floor tiles as marked on substrates. Use chalk or other nonpermanent, non-staining marking device.
- G. Patterns: Install patterns in solid vinyl tile flooring as indicated.
- H. Adhere floor tiles to flooring substrates using a full spread of adhesive applied to substrate to produce a completed installation without open cracks, voids, raising and puckering at joints, telegraphing of adhesive spreader marks, and other surface imperfections.

3.4 CLEANING AND PROTECTION

- A. Comply with manufacturer's written instructions for cleaning and protection of floor tile.
- B. Perform the following operations immediately after completing floor tile installation:
 - 1. Remove adhesive and other blemishes from exposed surfaces.
 - 2. Sweep and vacuum surfaces thoroughly.

3. Damp-mop surfaces to remove marks and soil.
- C. Solid vinyl tile flooring:
1. Apply 3 coats of protective, floor polish to horizontal surfaces that are free from soil, visible adhesive, and surface blemishes as recommended in writing by manufacturer.
- a. Basis of Design Product: Subject to compliance with requirements, provide the following:
- 1) Coventry Public School standard.
 2. Apply one coat of floor polish per day, with each coat approved by Facilities prior to the application of the following coat.
 3. Final wax all public areas one day prior to building opening.
- D. Protect floor tile products from mars, marks, indentations, and other damage from construction operations and placement of equipment and fixtures during remainder of construction period.
- E. Cover floor tile until Substantial Completion.

END OF SECTION 096519

Inspiring Great Spaces®



PRODUCT SPEC PAGE

STANDARD EXCELON® Imperial® Texture I MultiColor™ Vinyl Composition Tile (VCT)

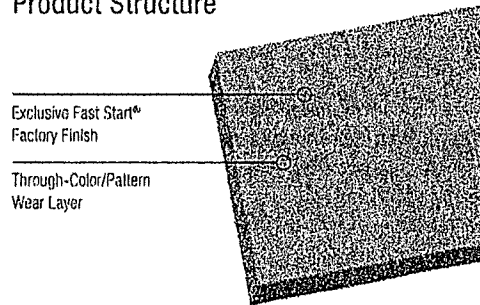
Product Information

Construction	Product Line	International Product Specifications	Overall Thickness Wear Layer Thickness	Factory Finish	Installation	Maintenance Options
Vinyl Composition Tile	Imperial Texture MultiColor	ASTM F1066 - Class 2 Through Pattern ISO 10595 Type II	1/8 in. (3.2 mm)	Fast Start®	Full Spread Adhesives S-515, S-525, S-700, S-750 & S-240, Flip® Spray Adhesive	Polish

Packaging

Tile Size	Tile per Carton/Coverage	Shipping Weight per Carton
12 in. x 12 in. (305 mm x 305 mm)	45 - 45 ft ² (4.18 m ²)	Approx. 63 lbs./carton (28.6 kg)

Product Structure



Testing

	Performance	Test Method	Requirement	Performance vs. Requirement
ASTM F 1066	Thickness	ASTM F 386	Nominal ± 0.005 in.	Meets
	Size	ASTM F 2055	± 0.016 in. per linear foot	Meets
	Squareness	ASTM F 2055	0.010 in. max	Meets
	Indentation – One Minute	ASTM F 1914	≥ 0.006 in. to ≤ 0.015 in.	Meets
	Indentation @ 115°F	ASTM F 1914	< 0.032 in.	Meets
	Impact	ASTM F 1265	No cracks beyond limit	Meets
	Deflection	ASTM F 1304	1.0 in. minimum	Meets
	Dimensional Stability	ASTM F 2199	≤ 0.024 in. per linear foot	Meets
	Chemical Resistance	ASTM F 925	No more than slight change in surface dulling, attack or staining	Meets
	Resistance to Heat	ASTM F 1514	ΔE not greater than 8.0	Meets
Additional	Static Load Resistance	ASTM F 970	≤ 0.005 in.	125 psi
	Fire Test Data – Flame Spread	ASTM E 648	0.45 W/cm ² or more Class I	Meets
	Fire Test Data – Smoke Evolution	ASTM E 662	450 or less	Meets
	Fire Test Data – Canada	CANULC S102.2	Use dependent	Flame Spread - 0 Smoke Developed - 30

PRODUCT SPEC PAGE

STANDARD EXCELON® Imperial® Texture I MultiColor™ Vinyl Composition Tile (VCT)

Maritime Usage

IMO Resolution A653 (16) Surface Flammability IMO MSC 61(67) Annex 1 Part 5 and Annex 2 Smoke and Toxicity IMO MSC 61(67) Annex 1 Part 2 and Annex 2	Passes Passes
Safety Of Life at Sea (SOLAS)	Compliant
United States Coast Guard	Approved

Sustainability

Certification Attribute	Standard	3rd party Certification/Certifier
Low-Emitting Material	CDPH v1.1 (2017) a.k.a CHPS 01350	FloorScore/SCS
Environmental Product Declaration (EPD)	ISO 14025	Yes/ASTM International
Plant Quality	ISO 9001	Yes/SAI Global

Performance	Standard	Requirement	Performance vs. Requirements
TVOC Range	CDPH v1.1 (2017) a.k.a CHPS 01350	<0.5 mg/m³	Meets
Low Emitting Adhesives S-515 S-525 S-700 S-750 S-240 Flip® Spray Adhesive*	SCAOMD Rule #1168	Less than 50 g/L	S-515 Exceeds – 0 g/L S-525 Exceeds – 16 g/L S-700 Exceeds – 0 g/L S-750 Exceeds – 5 g/L S-240 Exceeds – 10 g/L Flip® Exceeds – 0 g/L
Material Ingredients (Option 1)	LEED v4	Content disclosure to 1000 ppm	Meets (See Armstrong Product Declaration)
Recycled Content	ISO 14021	Contains recycled content	Meets Recycled Content – 25% Total (5% Post-Consumer and 20% Pre-Consumer)

* Flip® Spray Adhesive is Cradle to Cradle Silver certified.

Limited Warranty

5-year Commercial Warranty when installed in accordance with Armstrong's Guaranteed Installation Systems manual, F-5061.

Links

Installation Instructions	www.ArmstrongFlooring.com/flooring-downloads
Maintenance Information	www.ArmstrongFlooring.com/flooring-downloads
View the Full Line	www.Armstrong.com/com/flooringna/products/vct
Product Transparency	www.ArmstrongFlooring.com/transparency
Email Techline	www.ArmstrongFlooring.com/flooring-techline
Visit Floor Expert	www.floorexpert.com