



BID #2021-21
INTERIOR RENOVATIONS
SENIOR SERVICES - BALDWIN CENTER

SEALED submissions are subject to the standard instructions set forth on the attached sheets. Any modifications must be specifically accepted by the Town of Stratford.

Released: Friday, 4th December, 2020

Phillip Ryan, Purchasing Agent

Bidder:

Doing Business As (Trade Name)

Address

Town / State / Zip

Title (Mr /Ms)

Signature

Telephone

E-mail

Sealed bids will be received by the Purchasing Department at the office of the Purchasing Agent, 2725 Main Street, Room 202, Stratford, Connecticut 06615, up to:

11:00AM, Tuesday, 29th December, 2020

NOTE:

1. Bidders are to complete all requested data in the upper right corner of this page and must return this page with their bid proposal.
2. No bid shall be accepted from, or contracts awarded to, any person/company who is in arrears to the Town of Stratford upon debt, or contract or who has been within the prior five (5) years, a defaulter as surety or otherwise upon obligations to the Town of Stratford.
3. Submissions are to be submitted in a sealed envelope and clearly marked "BID #2021-21" on the outside of the envelope, including all outer packaging, such as, DHL, FedEx, UPS, etc.

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The Baldwin Senior Center		
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INVITATION TO BID

The Town of Stratford (Town) on behalf of its Senior Services is seeking competitive bids from qualified contractors with proven industry experience to provide labor, materials, tools, equipment, and all else necessary, to perform interior renovations to the Baldwin Center located at 1000 West Broad Street, Stratford, per the Contract Documents prepared by Snyder Architects, LLC.

PRE-BID MEETING

A site meeting will commence in the front lobby of the Baldwin Center, 1000 West Broad Street, Stratford, CT at 9:00AM on Wednesday, 9th December, 2020 for prospective bidders to scope the conditions.

- While the meeting is non-mandatory, prospective bidders are strongly encouraged to attend and will be required to sign-in at commencement of the meeting. The sign-in sheet will be posted on the Purchasing Department website as below. Copies will not be made available at the meeting, nor will they be faxed out.
- All requests for information will be answered in writing as specified below under RFI / Addenda.

REQUESTS FOR INFORMATION (RFI) / ADDENDA

Direct requests in writing to: Town of Stratford, Purchasing Department
 Attention: Phillip Ryan, Purchasing Agent
 2725 Main Street, Room 202, Stratford, CT 06615
 E-mail: PRyan@townofstratford.com
 Copy: Brian@snyderarchitects.com

NOTE: Written requests for information will not be accepted after 12:00PM on Friday, 18th December, 2020.

Response will be in the form of an addendum that will be posted approximately Monday, 21st December, 2020 at the close of business to the Purchasing Department website: www.townofstratford.com/purchase

It is the responsibility of each bidder to retrieve addenda from the website. Any contact about this bid between a Bidder and any other Town official and/or department manager and/or Town of Stratford employee, other than as set forth above, may be grounds for disqualification of that Bidder. No questions or clarifications shall be answered by phone, in person or in any other manner than specified above. Addenda will not be mailed, e-mailed or faxed out.

BID BOND / BID SECURITY

A five (5) percent bid bond or equal approved security as stated per the Terms and Conditions must be submitted with the proposal. Any bid submitted without such security will be excluded from the bidding process. No exceptions.

CHECKLIST

The following must be submitted with proposal:

- Cover page, completed and signed.
- Bid Form(s)
- Addenda acknowledged on Bid Form, or submitted if requested.
- Bid Bond or Equal Approved Security.
- Insurance Procedure.
- Non-Collusion Affidavit
- AIA Document A305 – Contractor’s Qualification Statement.
- List of five (5) equivalent projects completed within the last three (3) years.
(Include project and reference contact information for each.)
- List of all subcontractors identifying each trade, hourly rates, location, and Tax ID number.
- Identify any exceptions that may apply. These must be itemized and attached to the proposal form.

The Bidder hereby certifies that any and all defects, errors, inconsistencies or omissions of which he/she is aware, either directly or by notification from any material supplier found in the Contract Documents are listed herewith in this Bid Form.

Name _____ Title _____ Signature _____ Date _____

**PURCHASING DEPARTMENT
TOWN OF STRATFORD
INSTRUCTIONS FOR BIDDERS
TERMS AND CONDITIONS OF BID**

BID PROPOSALS

Bid proposals are to be submitted in a sealed envelope and clearly marked on the outside “BID #2021-21” including all outer packaging such as DHL, FedEx, UPS, etc. All prices and notations must be printed in ink or typewritten. No erasures are permitted. Bid proposals are to be in the office of the Purchasing Department, Town Hall, 2725 Main Street, Room 202, Stratford, Connecticut, prior to date and time specified, at which time they will be publicly opened.

RIGHT TO ACCEPT / REJECT

AFTER REVIEW OF ALL FACTORS, TERMS AND CONDITIONS, INCLUDING PRICE, THE TOWN OF STRATFORD RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS, OR ANY PART THEREOF, OR WAIVE DEFECTS IN SAME, OR ACCEPT ANY PROPOSAL DEEMED TO BE IN THE BEST INTEREST OF THE TOWN OF STRATFORD.

POWER OF REJECTION

The Mayor shall have the power to reject all bids and to advertise again.

QUESTIONS

Questions concerning conditions, bidding guidelines and specifications should only be directed in writing to:

Mr. Phillip Ryan, Purchasing Agent: PRyan@townofstratford.com

Inquiries must reference date of bid opening, requisition or contract number, and must be received no later than as indicated in the bid documents prior to date of bid opening. Failure to comply with these conditions will result in the bidder waiving the right to dispute the bid specifications and conditions.

BID BOND

The BID BOND furnished, as bid security, must be duly executed by the bidder as principal. It must be in the amount equal to five percent (5%) of the total estimated bid, as guarantee that, in case the contract is awarded to the bidder, the bidder will, within ten days thereafter, execute such contract and furnish a Performance Bond and Payment Bond.

Small businesses may elect to obtain an irrevocable letter of credit or cashier’s check in lieu of the Bid Bond. Such surety must also be in an amount equal to at least five percent (5%) of the total estimated bid.

All bid bonds shall be written by a surety company or companies licensed in the State of Connecticut, and shall have at least an A-VII policy holders rating, as reported by A.M. Best Rating Services, or otherwise deemed acceptable by the Town. The Town always reserves the right to reject surety companies, if an approved surety bond cannot be provided, the bidder shall be deemed non-responsive.

A complete list of certified surety companies can be accessed on the U.S. Government Department of Treasury website: https://www.fiscal.treasury.gov/fsreports/ref/suretyBnd/c570_a-z.htm

NOTE: Failure to provide a Bid Bond or equivalent security is not cause for a waiver defect. Any bid not accompanied by such security will be excluded from consideration.

PRICES

Prices quoted must be firm, for acceptance by the Town of Stratford, for a period of ninety (90) days. Prices shall include all applicable duties. Bidders shall be required to deliver awarded items at prices quoted in their original bid.

F.O.B. DESTINATION

Prices quoted shall be net, delivered to destination. Bids quoting other than F.O.B. Destination may be rejected.

PERFORMANCE AND LABOR AND MATERIAL BOND

The successful bidder, within seven (7) business days after notification of award, will be required to furnish Performance and Labor and Material Bond provided by a company authorized to issue such bonds in the State of Connecticut, or Certified Check or properly executed Irrevocable Letter of Credit equal to a hundred per cent (100%) of the award.

In the event that the Contractor where required to provide evidence of insurance and a performance bond does not do so before beginning work, the Town of Stratford reserves the right to withhold payment from such supplier until the evidence of insurance and performance bond has been received by the Town.

All payment and performance bonds shall be written by a surety company or companies licensed to issue bonds in the State of Connecticut, and shall have at least an A-VIII policy holders rating, as reported by A.M. Best Rating Services, or otherwise deemed acceptable by the Town. The Town always reserves the right to reject surety companies, if approved surety bonds cannot be provided the contract shall be terminated.

A complete list of certified surety companies can be accessed on the U.S. Government Department of Treasury website: https://www.fiscal.treasury.gov/fsreports/ref/suretyBnd/c570_a-z.htm

BOND REQUIREMENT – NON-RESIDENT CONSTRUCTION CONTRACTORS

Overview: The law requiring nonresident construction contractors to furnish security for Connecticut taxes arising from jobs performed in Connecticut has been changed in the following major ways:

- Under the law as amended, there are two classes of nonresident contractors: verified and unverified. A nonresident prime or general contractor may gain verified status and thus eliminate the requirement to file a surety bond with the Department of Revenue Services (DRS), and a nonresident subcontractor may become verified and thus eliminate the requirement for the prime or general contractor to hold back a portion of the amount owed the subcontractor under the contract.
- Under the law as amended, a single surety bond for 5% of the entire project price is required to be filed with DRS by an unverified prime or general contractor where the contract price for the entire project is \$250,000 or more. A person doing business with an unverified prime or general contractor for such a project must obtain proof that such contractor has filed a bond with DRS, but is no longer required to withhold an amount from payment due such contractor under the contract.
- A prime or general contractor must hold back 5% of the amount due an unverified subcontractor until the subcontractor obtains and furnishes AU-968, *Certificate of Compliance*, from DRS. An AU-968 authorizes the prime or general contractor to release all or a portion of the amounts held back from payment to the unverified subcontractor.

Prior law required compliance with one of three options to secure payment of Connecticut taxes for each contract with a nonresident prime or general contractor and with a nonresident subcontractor: (i) a nonresident contractor could furnish DRS a guarantee bond for 5% of the total contract price; or (ii) a nonresident contractor could furnish DRS a cash bond for 5% of the total contract price; or (iii) persons doing business with nonresident contractors would be required to withhold 5% of the total contract price and deposit it with DRS. This law meant that compliance with the law was required for each subcontract for a single project to real property in Connecticut. As under prior law, owners or tenants of residential real property are excluded from the requirements of Conn. Gen. Stat. §12-430(7).

More information may be obtained from: <https://portal.ct.gov/DRS/Publications/Special-Notices/2011/SN-2011-17>

PERMITS

The contractor shall be responsible for securing all necessary permits, state and local, and as required by the Town of Stratford.

PAYMENT PROCEDURES

No voucher, claim or charge against the Town shall be paid without the approval of the Director of Finance for correctness and legality.

PAYMENT PERIOD

The Town of Stratford shall put forth its best effort to make payment within thirty days (30) after delivery of the item acceptance of the work, or receipt of a properly completed invoice, whichever is later. Payment period shall be net thirty days (30) unless otherwise specified. For projects that do not require a performance or bid bond, The Town of Stratford reserves the right to retain five percent (5%) of total bid amount, which is payable ninety (90) days after final payment or acceptance of the work.

THE CONTRACTOR

The Contractor for the work described shall be thoroughly familiar with the requirements of all specifications, and the actual physical conditions of various job sites. The submission of a proposal shall be construed as evidence that the Contractor has examined the actual job conditions, requirements, and specifications. Any claim for labor, equipment, or materials required, or difficulties encountered which could have been foreseen had such an examination been carefully made will not be recognized.

ASSIGNMENT OF CONTRACT

No contract may be assigned or transferred without the consent of the Town of Stratford.

AWARD OF BIDS

Contracts and purchases will be made or entered into with the lowest responsible bidder meeting specifications, except as otherwise specified in the invitation. If more than one item is specified in the invitation, the Town of Stratford reserves the right to determine the low bidder on an individual basis or on the basis of all items included in the Invitation for Bids, unless otherwise expressed by the Town.

BIDDING FOR PUBLIC WORK OR IMPROVEMENT

Any public work or improvement costing more than seven thousand five hundred (\$7,500.00) dollars shall be executed by contract except where specified work or improvement is authorized by the council based on detailed estimates submitted by the department authorized to execute such work or improvement.

All contracts for more than seven thousand five hundred (\$7,500.00) dollars, shall be awarded to the lowest responsible bidder, after public advertisement and competition, as may be prescribed by ordinance.

The Mayor shall establish reasonable regulations for pre-filing sub bids on construction contracts where it is anticipated that the contracting party shall subcontract all or a portion of the work to be done.

Any public work or improvement costing more than \$7,500 shall be executed by contract except where specified work or improvement is authorized by the Council based on detailed estimates submitted by the Department authorized to execute such work or improvement. All contracts under this section shall be awarded by the Town Council to the lowest responsible bidder, after public advertisement as specified above.

NONUSE OF WASTES

- A. All bids and contracts related to the retention of services to construct or maintain any publicly owned and/or maintained road or real property within the Town of Stratford shall include a provision stating that no materials containing natural gas or oil waste shall be utilized in providing such a service.
- B. All bids and contracts related to the purchase or acquisition of materials to be used to construct or maintain any publicly owned and/or maintained road or real property within the Town of Stratford shall include a provision stating that no materials containing natural gas or oil waste shall be provided to the Town of Stratford.
- C. The following statement, which shall be a sworn statement under penalty of perjury, shall be included in all bids related to the purchase or acquisition of materials to be used to construct or maintain any publicly owned and/or maintained road or real property within the Town of Stratford and all bids related to the retention of services to construct or maintain any publicly owned and/or maintained road or real property within the Town of Stratford:

"We ____ hereby submit a bid for materials, equipment and/or labor for the Town of Stratford. The bid is for bid documents titled _____. We hereby certify under penalty of perjury that no natural gas waste or oil waste will be used by the undersigned bidder or any contractor, subcontractor, agent or vendor agent in connection with the bid; nor will the undersigned bidder or any subcontractor, agent or vendor agent thereof apply any natural gas waste or oil waste to any road or real property within the Town of Stratford as a result of the submittal of this bid if selected."

CHANGE ORDERS

Approval Required: Except as specified herein, when any public work or improvement has been executed by contract, no changes in the terms, conditions or scope of said contract nor deviations from the specifications made a part of that contract which would result in any way in an increase in the cost of that contract to the Town shall be allowed except by the approval of the Council.

Review: Any request for change orders shall first be considered by an appropriate committee appointed and then referred to the Council for appropriate action.

Mayor's Approval: Notwithstanding any provision to the contrary herein, the Mayor, acting upon the advice of the Town Engineer, shall have the authority to approve any such changes or deviations without the approval of the Council, provided that the cost of any such changes or deviations does not exceed the sum of \$5,000, and further provided that, in the opinion of the Mayor, due to extraordinary conditions, unforeseen contingencies, market conditions or the nature of the requested change, it would not be feasible or in the best interest of the Town to delay approval of the requested change.

GUARANTEE

Equipment, materials and/or work executed shall be guaranteed for a minimum period of one (1) year against defective material and workmanship. The cost of all labor, materials, shipping charges and other expenses in conjunction with the replacement of defective equipment, and/or unsatisfactory work, shall be borne by the Contractor.

CATALOGUE REFERENCE

Unless expressly stated otherwise, any and all reference to commercial types, sales, trade names and catalogues are intended to be descriptive only and not restrictive; the intent is to indicate the kind and quality of the articles that will be acceptable. Bids on other equivalent makes, or with reference to other catalogue items will be considered. The bidder is to clearly state exactly what will be furnished. Where possible and feasible, submit an illustration, descriptive material, and/or product sample.

OSHA

The bidder will certify all equipment complies with all regulations and conditions stipulated under the Williams-Steiger Occupational Safety and Health Act of 1971, as amended. The successful bidder will further certify that all items furnished under this project will conform and comply with Federal and State of Connecticut OSHA standards. The successful bidder will agree to indemnify and hold harmless the Town of Stratford for any and all damages that may be assessed against the Town.

LIFE CYCLE COSTING

Where applicable, Life Cycle Costing will be used as a criterion for awarding bids. This is a method of calculating total cost of ownership of an item over the life of the product, which may include operation and maintenance expenses, transportation, salvage value, and/or disposal costs.

INSURANCE

The Contractor shall not commence any work under the Contract until all insurance required by this section has been obtained and Certificates of Insurance and any other evidence of required coverage requested by the Town, including a copy of the policy itself, have been received and approved by the Town.

Such policies shall stipulate that no coverage can be changed or canceled, including for non-payment of premium, unless the Town has had thirty (30) days prior notice in writing. Certificates of renewals or changes in policies shall be delivered to the Owner at least thirty (30) days prior to the expiration of the policy.

All insurance issuers chosen by the Contractor must be licensed to do business in the State of Connecticut and rated A- or better by A.M. Best Rating Services.

The Town always reserves the right to reject insurance companies, if approved insurance policies cannot be provided the contract shall be terminated.

The insurance requirements set forth below are minimum limits of coverage only and in no way limit the Contractor's liability.

The following insurance is required to be maintained in full force until all work required by the contract has been fully completed, except that Products/Completed Operations coverage shall be maintained for five (5) years.

Worker's Compensation Insurance: The Contractor shall carry Worker's Compensation and Employer's Liability Insurance in the form and in such amounts as may be currently required to comply with the Labor Laws of the State of Connecticut.

Automobile Insurance: The Contractor shall carry and maintain during the life of the Contract a policy with a combined single limit of \$1,000,000 and rider CA9948 or equivalent.

This policy shall include all liability of the Contractor arising from the operation of all self-owned motor vehicles used in the performance of the Contract; and shall also include a “non-Ownership” provision covering the operation of motor vehicles not owned by the Contractor, but used in the performance of the work.

Commercial General Liability:

- Bodily Injury and Property Damage \$2,000,000
- Products/Completed Operations \$2,000,000

This policy shall include Subcontractor's Liability coverage, protecting the Contractor and the Town against liability arising out of the activities of Subcontractors engaged by him in the performance of the work.

Umbrella Policy: An umbrella policy in the amount of \$5,000,000, covering general liability, auto liability, and employer liability is required.

Pollution Liability Insurance: Where applicable, a policy in the amount of \$5,000,000 including coverage for transport and other offsite risks. Such policy must be given to the Town for review and determination of acceptability before an award will be made.

Waiver of Subrogation: Waiver of subrogation is required on all policies.

Additional Insureds: The Town of Stratford, its officers, officials, employees, agents, boards, and commissions shall be named as Additional Insureds. The coverage shall be primary and non-contributory and contain no special limitations on the scope of protection afforded to the Town of Stratford. A waiver of subrogation applies under general liability, auto liability and workers compensation.

The coverage shall be primary and non-contributory and contain no special limitations on the scope of protection afforded to the Town of Stratford. A waiver of subrogation applies under general liability, auto liability and workers compensation.

Subcontractor's Insurance: Each Subcontractor engaged by the Contractor to perform any work under the Contract shall obtain all insurance required of the Contractor in the same amounts and subject to the same provisions specified above for the Contractor, including the Additional Insured requirement. Certificates of Insurance shall be submitted to the Contractor and the Town and approved by the Town, before commencing any work.

HOLD HARMLESS

Contractor shall defend, indemnify, and hold harmless the Town of Stratford, its officers, employees, agents or volunteers, from and against any and all claims and demands of any nature for any loss, damage or injury which any person may suffer by reason of, or in any way arising out of, this Agreement, unless caused by the sole negligence of the Town.

FEDERAL, STATE, AND LOCAL LAWS

All applicable Federal, State and local laws, rules and regulations of all authorities having jurisdiction over the locality of the project shall apply to the contract and are deemed to be included herein. If the total amount of the project, including any current or future change orders, exceeds \$100,000.00 all work is to be done in accordance with Connecticut Department of Labor (CT-DOL) rules and regulations. More information may be obtained from: www.ctdol.state.ct.us

The Davis-Bacon and Related Acts, shall apply to contractors and subcontractors performing on federally funded or assisted contracts in excess of \$2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. More information may be obtained from: <https://www.dol.gov/whd/govcontracts/dbra.htm>

NOTE: The Town shall apply the most current wage decision applicable at the time of contract award.

CONFLICT OF INTEREST

No officer or employee or member of any elective or appointive board, commission, committee or council of the Town, whether temporary or permanent, shall have or acquire any financial interest gained from a successful bid, direct or indirect, in any project, matter, contract or business within his/her jurisdiction or the jurisdiction of the board, commission, committee or council of which he/she is a member. Nor shall the officer / employee / member have any financial interest, direct or indirect, in any contract or proposed contract for materials or services to be furnished or used in connection with any project, matter or thing which comes under his/her jurisdiction or the jurisdiction of the board, commission, committee or council of which he/she is a member.

SCOPE OF WORK / SITE INSPECTIONS

The bidder declares that the scope of the work has been thoroughly reviewed and any questions resolved (see above for name and number of individual to contact for questions). If applicable, the bidder further declares that the site has been inspected as called for in the specifications (q.v.).

EXCEPTION TO SPECIFICATIONS

No protest regarding the validity or appropriateness of the specifications or of the Invitation for Bids will be considered, unless the protest is filed in writing with the Purchasing Agent prior to the closing date for the bids. All bid proposals rendered shall be considered meeting the attached specifications unless exceptions are noted on a separate page dated and signed by the bidder.

UNLESS OTHERWISE NOTED

It will be assumed that all terms and conditions and specifications will be complied with and will be considered as part of the Bid Proposal.

TAX EXEMPT

Federal Tax Exemption 06-6002103.

Exempt from State Sales Tax under State General Statutes Chapter 219-Section 12-412 Subsection A.

REFERENCES

Provide details of most recently performed and completed projects of equal scope:

REFERENCE #1:

Project Location		Contract Price	Completion Date
_____		_____	_____
Owner / Architect / Engineer	Contact Person	Phone	E-mail
_____	_____	_____	_____
Description of the Work			

REFERENCE #2:

Project Location		Contract Price	Completion Date
_____		_____	_____
Owner / Architect / Engineer	Contact Person	Phone	E-mail
_____	_____	_____	_____
Description of the Work			

REFERENCE #3:

Project Location		Contract Price	Completion Date
_____		_____	_____
Owner / Architect / Engineer	Contact Person	Phone	E-mail
_____	_____	_____	_____
Description of the Work			

This page must be fully completed and submitted with your proposal, including accurate contact names and contact details. Prospective bidders may opt to submit own formatted reference sheets with complete project details and contact information.

REFERENCES

Provide details of most recently performed and completed projects of equal scope:

REFERENCE #4:

Project Location		Contract Price	Completion Date
_____		_____	_____
Owner / Architect / Engineer	Contact Person	Phone	E-mail
_____	_____	_____	_____
Description of the Work			

REFERENCE #5:

Project Location		Contract Price	Completion Date
_____		_____	_____
Owner / Architect / Engineer	Contact Person	Phone	E-mail
_____	_____	_____	_____
Description of the Work			

REFERENCE #6:

Project Location		Contract Price	Completion Date
_____		_____	_____
Owner / Architect / Engineer	Contact Person	Phone	E-mail
_____	_____	_____	_____
Description of the Work			

This page must be fully completed and submitted with your proposal, including accurate contact names and contact details. Prospective bidders may opt to submit own formatted reference sheets with complete project details and contact information.

SUBCONTRACTORS

Provide subcontractor details if any are to be employed as part of this contract, including labor rates:

SUBCONTRACTOR #1:

Name of Company _____ Fed ID # _____
Contact Person _____ Title _____
Company Address _____ Phone _____
Trade _____ E-mail _____
Rates: Supervisor \$ _____/hr Foreman \$ _____/hr Journeyman \$ _____/hr Apprentice \$ _____/hr

SUBCONTRACTOR #2:

Name of Company _____ Fed ID # _____
Contact Person _____ Title _____
Company Address _____ Phone _____
Trade _____ E-mail _____
Rates: Supervisor \$ _____/hr Foreman \$ _____/hr Journeyman \$ _____/hr Apprentice \$ _____/hr

SUBCONTRACTOR #3:

Name of Company _____ Fed ID # _____
Contact Person _____ Title _____
Company Address _____ Phone _____
Trade _____ E-mail _____
Rates: Supervisor \$ _____/hr Foreman \$ _____/hr Journeyman \$ _____/hr Apprentice \$ _____/hr

SUBCONTRACTOR #4:

Name of Company _____ Fed ID # _____
Contact Person _____ Title _____
Company Address _____ Phone _____
Trade _____ E-mail _____
Rates: Supervisor \$ _____/hr Foreman \$ _____/hr Journeyman \$ _____/hr Apprentice \$ _____/hr

NOTE: All sub-contractors are subject to approval by the Town of Stratford and are required to provide Fed ID #.

BID FORM

Bids must be submitted to the Town of Stratford Purchasing Office, attention Phillip Ryan, Purchasing Agent, on the following form signed by an authorized company officer. Bids will be opened on **Tuesday, December 29, 2019, 11:00am.**

**Phillip Ryan, Purchasing Agent
Town of Stratford
2725 Main Street
Stratford, CT 06615**

**Renovations to:
The Baldwin Senior Center
1000 West Broad Street
Stratford, CT**

To Whom It May Concern:

(I, We) _____ the undersigned having visited the project site at **The Baldwin Senior Center** and having familiarized ourselves with the local conditions affecting the cost of the work and with Contract Documents and all addenda thereto, hereby propose to furnish all labor, materials, tools, equipment, insurance to pay all applicable taxes, and to do and perform all things as provided in the drawings and specifications for the following sum(s):

BASE BID:

Refer to enclosed drawings and specifications.

Contractor shall include all monies and fees to complete documented renovations at the Baldwin Senior Center as indicated in bid documents. Contractor shall include a \$12,000 allowance in base bid number for unforeseen conditions and changes to be used at Architect and Owners discretion. Any unused portion of allowance shall be credited back to owner.

*Written Form:

*Dollars: (\$_____)

***PLEASE NOTE THAT STATE OF CONNECTICUT AND FEDERAL PREVAILING WAGES APPLY WHICHEVER IS GREATER.**

ALTERNATES:

ALTERNATE #1 - (DEDUCT):

Omit all lighting scope of work as documented on drawings D-201, D-202, D-203, A-201, A-202, and A-203.

*Written Form:

*Dollars: (\$_____)

ALTERNATE #2 - (DEDUCT):

Omit electrical scope of work documented on drawings E-101, E-102, and E-103.

*Written Form:

*Dollars: (\$_____)

ALTERNATE #3 - (DEDUCT):

Omit all painting scope of work.

*Written Form:

*Dollars: (\$_____)

ALTERNATE #4 - (DEDUCT):

Omit all toilet partition replacement scope of work as documented on drawings A-601 and A-602.

*Written Form:

*Dollars: (\$_____)

ALTERNATE #5 - (DEDUCT):

Omit all column alteration scope of work per details 1B, 1BC, 2B, and 2BC on drawing A-701.

*Written Form:

*Dollars: (\$_____)

ALTERNATE #6 - (ADD / DEDUCT):

Provide Interface, Steady Stride Collection LVT for LVT-1 in lieu of Interface Studio Set LVT (basebid). Color from manufacturer's full line.

*Written Form:

*Dollars: (\$_____)

***Please note the ALTERNATE COST ONLY, not the basebid plus/minus alternate costs in Alternate bid numbers.**

UNIT PRICES:

Contractor must include unit prices for all items listed below, or bid could be rejected at client discretion.

- 1. LVT-1 - Luxury Vinyl Tile Installed: \$_____Per Square Foot
- 2. LVT-2, 3, & 4 - Luxury Vinyl Tile Installed: \$_____Per Square Foot
- 3. RSF – Resilient Sports Flooring Installed: \$_____Per Square Foot
- 4. EP-1 - Epoxy Chip Flooring Installed: \$_____Per Square Foot
- 5. WOCT-1 – Walk-Off Carpet Tile: \$_____Per Square Foot
- 6. 4” Rubber Base (RB-1) Installed: \$_____Per Linear Foot
- 7. Water Vapor Emission Control System Installed: \$_____Per Square Foot
- 8. Cementous Self-Leveling Slab - 1/8” (Installed): \$_____Per Square Foot

ADDENDA

In submitting this proposal, I have received and included in this Proposal, the following Addenda:

Addendum No.	Date
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Signed: _____

	Signature		Corporate Seal
Company Name	:	_____	
Address	:	_____	
City, St, Zip Code	:	_____	
Phone	:	(___ __) - ____ - _____	
Fax	:	(___ __) - ____ - _____	

Small, Minority, Women-Owned Business Concern Representation

The bidder represents and certifies as part of its bid/ offer that it –

(a) is, is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.

(b) is, is not a women-owned business. "Women-owned business enterprise," as used in this provision, means a business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

(c) is, is not a minority business enterprise. "Minority business enterprise," as used in this provision, means a business which is at least 51 percent owned or controlled by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals. For the purpose of this definition, minority group members are:

(Check the block applicable to you)

- Black Americans Asian Pacific Americans Hispanic Americans
- Asian Indian Americans Native Americans Hasidic Jewish Americans

(d) is, is not a bonafide Section 3 Business, and that it meets , does not meet one of the following criteria;

1. 51% or more of the ownership of this company is owned by Section 3 residents, as defined by HUD.
2. Currently, at least 30% of the employees of the company are Section 3 residents, as defined by HUD.
3. At least 30% of the employees of the company were Section 3 residents, within three years of their date of first hire with this company, as defined by HUD.
4. Provides evidence, as required, of a commitment to subcontract in excess of 25% of the total dollar award of all subcontracts to business concerns that meet one of the first three qualifications above, prior to the award of this contract.

The apparent low bidder will be required to submit documentation from a Certified Agency for any of the designations noted in the affirmative above prior to the award of the contract.

RESPECTFULLY SUBMITTED:

BY: _____
(type or print name and title) (authorized signature of bidder) (date)

Contact Cell Phone #: _____

Company Name: _____

Address: _____

Phone: _____ Fax: _____ Email: _____

FEIN or SSN#: _____ If bid is submitted by a corporation, its seal must appear.

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

SPECIMEN
BID BOND

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

_____ (Bidder's Name) as
Principal and _____ (Name of Surety) as Surety are hereby held
and firmly bound unto _____

in the penal sum of _____
for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves,
our heirs, executors, administrators, successors and assigns.

Signed this ____ day of _____, 20__.

The condition of the above obligation is such that whereas the Principal has submitted to a certain
Bid, attached hereto and hereby made a part hereof, to enter into a Contract in writing, for the
_____.

NOW, THEREFORE,

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

then, this obligation shall be void, otherwise the same shall remain in force and effect, it being
expressly understood and agreed that the liability of the Surety for any and all claims hereunder
shall, in no event, exceed the penal amount of this obligation as herein stated. The Surety, for
value received, hereby stipulates and agrees that the obligation of said Surety and its bond shall
be in no way impaired or affected by any extension of time within which the Obligee may accept
such Bid, and said Surety does hereby waive notice of any such extension.

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

By: _____ (L.S.)
PRINCIPAL

SURETY

By: _____

(SEAL)

SPECIMEN
CERTIFICATE OF SURETY

The undersigned hereby certify that they are the duly authorized agents of _____

duly authorized to do business in the State of Connecticut, and agree to furnish to _____

a surety bond for the faithful performance of any and all provision contained in the Specifications and Contract. The maximum amount that we will be surety for is \$_____.

SURETY COMPANY OR AGENT

ATTEST:

WITNESS

THE TERMS OF THE SURETY COMPANY FOR FURNISHING THE BOND ARE HEREBY ACCEPTED.

NAME OF BIDDER

BY: _____
TITLE

IMPORTANT! THIS FORM MUST BE FILLED IN BY BIDDER.

CERTIFICATE OF INSURANCE

_____ hereby
certifies _____ have
submitted to the _____ Proof of Carriage of
(Name of Municipality)
Insurance in the form required by the Contract Specifications.

CONTRACTOR

WITNESS

CERTIFICATE OF TOWN ATTORNEY

I, the undersigned _____ the duly authorized and, acting legal representative of and counsel to the Town of Stratford do hereby certify as follows:

I have examined the foregoing Contract, Performance Bond, Payment Bond, Insurance Policies and Certificates, the General Terms and Conditions of the Contract Specifications and the manner of the execution thereof. I am of the opinion that the aforesaid documents constitute valid and legally binding obligations upon the parties executing the same in accordance with the terms, conditions and provisions thereof.

ATTORNEY

Date: _____

STATEMENT OF COMPLIANCE WITH BIDDING REQUIREMENTS

_____ hereby
certify that _____ have furnished all

information required in the Proposal Form and the following have been executed:

- 1. BID BOND
- 2. CERTIFICATE OF SURETY

NAME OF BIDDER

By: _____

TITLE

WITNESS

IMPORTANT! THIS FORM MUST BE FILLED IN BY BIDDER.

Contractors Qualification/Experience Statement

The Bidder is required to fill out the following form to enable the Owner to make adequate inquiries and determine as to the Bidder's experience, skill, available financial resources, credit and business standing.

Bidders that fail to provide all requested information, or who misrepresent such information, may have their bid rejected as non-responsive and, if they become the apparent successful bidder for a contract, may be deemed non-responsive for such. The Owner may reject a contractor based on the contractor's performance record with regard to quality of work, timely completion, debarment by others, changed financial status, or other pertinent factors as determined solely by the Owner.

Confidentiality: The Contractor's Qualification Statement submitted to the Owner will be treated as confidential, for official use only, and will not be open to public inspection, except as required by law. It is the Owner's position that pursuant to Connecticut General Statutes Section 1-210(b) (5), such documents are exempt from disclosure under the Connecticut Freedom of Information Act, and that the Owner will not disclose such documents in response to requests made under the Act.

The Bidder recognizes and acknowledges that the Owner has the sole authority to determine the Bidder's eligibility and qualification of its bid and performance in order to determine that the Bidder qualifies.

The undersigned certifies under oath the truth and correctness of all statement and all answers to questions made hereinafter.

SUBMITTED BY:

NAME: _____ [] CORPORATION
[] PARTNERSHIP
ADDRESS: _____ [] LLC
[] OTHER _____
PRINCIPAL OFFICE: _____

(NOTE: Attach separate sheets as required)

1. How many years has your organization been in business? _____
2. How many years has your organization been in business under its present business name? _____
If business was under a different name, give previous name. _____
3. If a Corporation, answer the following:
Date of Incorporation: _____ State of Incorporation: _____
President: _____
Vice President (s): _____
Secretary: _____
Treasurer: _____
4. If a partnership, answer the following:
Date of Organization: _____ Type of Partnership: _____
(General/Limited/Association)
Name and address of all partners: _____

5. If other than a Corporation or Partnership, describe Organization and name Principals:

6. What percent of the work do you plan to perform with your own forces? _____

List trades:

Does the Bidder plan to sublet any part of this work; and if so, provide a list of trades and selected subcontractors/vendors.

7. Have you ever failed to complete any work awarded to you? If so, indicate when, where and why:

8. Has any Officer or Partner of your Organization ever been an Officer or Partner of another Organization that failed to complete a construction contract? If so, state details of circumstances:

9. List major construction projects your Organization has under contract on this date:

PROJECT NAME:	OWNER:	CONTRACT AMOUNT:	CONTRACT DATE:	ANTICIPATED COMPLETION DATE:
------------------	--------	---------------------	-------------------	---------------------------------

10. List any bids for which awards are pending:

11. Have any time extensions for projects awarded to you in the last 5 years ever been necessary? If so, explain:

12. Has the Bidder ever failed to complete work awarded or been terminated on a project offer award prior to completion; If so, provide detail and relevant data:

13. Have any financial or other penalties ever been imposed? If so, please explain:

14. Has the Bidder ever filed or had filed against it suits, claims or any other type of a project awarded or under contract within the last 5 years; if so, list prior or pending suits and provide details and relevant dates:

15. Attach a narrative of the plant and equipment available to properly and expeditiously perform the work.

16. Name of Bonding and Insurance Companies and Name, Telephone and Address of Agents:

The undersigned hereby authorizes the Owner or its agents or representatives to request information from any person, firm, or corporation to furnish any information required by the Owner in verification of the previous recitals comprising this Statement of Bidder's Construction Qualification/Experience.

Dated at _____ this _____ day of _____, 20____.

NOTARIZATION: State of _____ County of _____

M _____ being fully sworn deposes and says that he (she) is the _____ of _____ Contractor (s), and that the answers to the foregoing questions and all statements therein contained are true and correct.

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

Notary Public: _____

(Notary Seal)

My commission expires: _____

SPECIMEN
PERFORMANCE AND LABOR AND MATERIAL BOND

KNOW ALL MEN BY THESE PRESENTS,

That we, _____ of

_____ (hereinafter called the Principal) as Principal, and a corporation organized and existing under the laws of the State of _____ and duly authorized to transact a surety business in the State of Connecticut (hereinafter called the Surety), as Surety, are held and firmly bound unto the TOWN OF STRATFORD as Obligee, in the sum of \$ _____ lawful money of the United State of America, for the payment of which, well and truly to be made to the Obligee, we bind ourselves, our heirs, successors and assigns, jointly and severally, firmly by these presents.
Signed, Sealed and Delivered this ____ day of _____, 20__.

THE CONDITION OF THIS OBLIGATION is such that Whereas said Principal has entered into a certain written Contract with said Obligee, dated the ____ day of _____, 20__, which contract provides for the construction of _____, and which contract, together with all plans and specifications now or hereafter made in extension, modification or alteration thereof, are incorporated in and made a part of this bond as though herein fully set forth.

NOW, THEREFORE, if the said Principal shall well and truly keep, perform, and execute all the terms, conditions, and stipulations of the bid contract on his (its) part to be kept, performed, and executed according to the provisions of said contract and shall promptly pay for all materials furnished and labor supplied or performed in the prosecution of the work included in and under the aforesaid Contract, whether or not the material or labor enters into and becomes a component part of the real property, and shall indemnify and reimburse the Obligee for any loss that it may suffer through the failure of the Principal to faithfully observe and perform each and every obligation and duly imposed upon the Principal by said Contract at the time and in the manner therein specified or to pay for all such materials furnished and labor supplied or performed, then this obligation shall be null and void, otherwise it shall remain and be in full force and effect.

PROVIDED, HOWEVER, that any alterations which may be made in the terms of said Contract, or in the work done or to be done under it, or the giving by the Obligee of any extension of time for the performance of said Contract or any other forbearance on the part of either the Obligee or the Principal one to the other, shall not in any way release the Principal and the Surety, or either of their representatives, heirs, executors, administrators, successors or assigns from liability hereunder, notice to the surety of any such alterations, extensions or forbearance being hereby specifically and absolutely waived.

AND FURTHER PROVIDED that any party, whether a subcontractor or otherwise, who furnishes materials or supplies or performs labor or services in the prosecution of the work under said Contract, and who is not paid therefore, may bring a suit on this bond in the name of the Obligee, prosecute the same to a final judgment and have execution thereon for such sum or sums as may be justly due, provided, however, that the Obligee shall not be liable to furnish counsel nor to pay any costs or expenses of any such suit.

IN WITNESS WHEREOF, _____, (Principal) has hereunto affixed his hand and seal causes this Instrument to be signed by _____, its _____ (Title) duly authorized, and its corporate seal to be hereunder affixed, and has caused this Instrument to be signed by _____ its _____ (Title) duly authorized and its corporate seal to be here unto affixed this ____ day of _____, 20__.

WITNESSED:

_____	_____ (SEAL)
_____	PRINCIPAL
_____	By: _____
_____	ITS
_____	_____
	SURETY

FEDERAL CONTRACT REQUIREMENTS

This contract is being funded in whole or in part by the Town of Stratford using Federal funds from the U.S. Department of Housing and Urban Development (HUD) under the Community Development Block Grant (CDBG) Program. The Office of Community Development of the Town of Stratford is the appointed administering agency for the Town's Community Development Block Grant Program authorized to ensure compliance with all applicable Federal contract requirements. The following Federal contract requirements must be complied with by the Contractor and all Sub-Contractors in connection with the performance of work under this contract.

1. Wages and Salaries

Attention of Bidders is particularly called to the requirements concerning the payment of not less than the prevailing wage and salary rates specified in the Contract Documents and the conditions of employment with respect to certain categories and classifications of employees. (See Exhibit "A")

The rates of pay set forth within the Contract Documents are the minimum to be paid during the life of the Contract. **Please note that Federal prevailing wages apply to this project.** It is therefore the responsibility of Bidders to inform themselves as to local labor conditions, such as the length of work day and work week, overtime compensation, health and welfare contributions, labor supply and prospective changes or adjustments of rates.

2. Federal Labor Standards

The Bidder is advised of the requirement under this Contract for compliance with the Federal Labor Standards Provisions including the "Anti-Kickback Act", Labor Standards for Ratios of Apprentices and Trainees to Journeymen and the Contract Work Hours and Safety Standards Act. (See Exhibit "B")

3. Implementation of Section 3 of the Housing and Urban Development Act of 1968

The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development Act of 1968, as amended. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project. (See Exhibit "G")

4. Patents/Copyrights

- a. The Contractor shall hold and save the Town and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of, any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the contract including its use by the Town unless otherwise specifically stipulated in the Contract Documents.

- b. License and/or Royalty Fees for the use of a process which is authorized by the Town must be reasonable, and paid to the holder of the patent, or his authorized licensee, direct by the Town and not by or through the Contractor.
- c. If the Contractor uses any design, device or materials covered by letters, patent or copyright, he shall provide for such use by suitable agreement with the Town of such patented or copyrighted design, device or material. It is mutually agreed and understood that, without exception, the contract prices shall include all royalties or costs arising from the use of such design, device or materials, in any way involved in the work. The Contractor and/or his Sureties shall indemnify and save harmless the Town of the project from any and all claims for infringement by reason of the use of such patented or copyrighted design, device or materials or any trademark or copyright in connection with work agreed to be performed under this contract, and shall indemnify the Town for any cost, expense or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after completion of the work.

5. Conflict of Interest

No employee, officer or agent of the Town of Stratford or subgrantee, shall participate in the selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest real or apparent, would be involved. Such a conflict would arise when:

- (i) The employee, officer or agent,
- (ii) Any member of his/her immediate family,
- (iii) His or her partner, or
- (iv) An organization which employs, or is about to employ, any of the above has a financial or other interest in the firm selected for award. The Town's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subagreements.

6. Inspection and Retention of Records

The Contractor shall allow for access by the Owner, HUD, the Comptroller General or any of their duly authorized representatives to any books, documents, papers, correspondence, construction drawings, receipts, vouchers, payrolls, and agreements with subcontractors which are duly pertinent to the Contract for the purpose of making audits, examinations, excerpts and transcripts. The Contractor shall preserve all such records for a period of three (3) years after the final payments hereunder.

The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as the paragraph above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.

The periods of access and examination in the above paragraphs for records relating to (1) appeals under the Disputes clause of this contract, (2) litigation or settlement of claims arising from the performance of this contract, or (3) costs and expenses of this contract to which the Town, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

7. Equal Employment Opportunity

Contractors must comply with Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967 and as supplemented in Department of Labor Regulation (41 CFR Part 60)(See Exhibit "D").

8. Implementation of Sections 1512 and 1605 of the American Recovery and Reinvestment Act

Contractors must comply with applicable sections of 2 CFR Part 176, entitled "Requirements for Implementing Sections 1512, 1605, and 1606 of the American Recovery and Reinvestment Act of 2009 for Financial Assistance Awards" as promulgated by the Office of Management and Budget and as may be further detailed by the U. S. Department of Housing and Urban Development during the bid period or during the course of the project. (See Exhibit "E").

9. Lobbying

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- c. The Contractor will require that the language of this paragraph (b) be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

10. Clean Air and Water (Applicable to Contracts in Excess of \$100,000)

- a. Definition. "Facility" means any building, plant, installation, structure, mine, vessel or other floating craft, location, or site of operations, owned, leased, or supervised by the Contractor or any subcontractor, used in the performance of the contract or any subcontract. When a location or site of operations includes more than one building, plant, installation, or structure, the entire location or site shall be deemed a facility except when the Administrator, or a designee, of the Environmental Protection Agency (EPA) determines that independent facilities are collocated in one geographical area.

- b. In compliance with regulations issued by the United States Environmental Protection Agency (EPA), 40 CFR Part 15, pursuant to the Clean Air Act, as amended ("Air Act"), 42 U.S.C. 7401, et seq., the Federal Water Pollution Control Act, as amended ("Water Act"), 33 U.S.C. 1251, et seq., and Executive Order 11738, the Contractor agrees to--
1. Not utilize any facility in the performance of this contract or any subcontract which is listed on the EPA List of Violating Facilities pursuant to Part 15 of the regulations for the duration of time that the facility remains on the list;
 2. Promptly notify the Contracting Officer if a facility the Contractor intends to use in the performance of this contract is on the EPA List of Violating Facilities or the Contractor knows that it has been recommended to be placed on the list;
 3. Comply with all requirements of the Air Act and the Water Act, including the requirements of Section 114 of the Air Act and Section 308 of the Water Act, and all applicable clean air and clean water standards; and,
 4. Include or cause to be included the provisions of this clause in every subcontract, and take such action as HUD may direct as a means of enforcing such provisions.

11. Energy Efficiency

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

12. Termination for Cause and for Convenience (Applicable to Contracts in excess of \$10,000)

- a. The Town may terminate this contract in whole, or in part, whenever the Town determines that such termination is in its best interest. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which the performance of the work under the contract is terminated, and the date upon which such termination becomes effective.
- b. If the performance of the work is terminated, either in whole or in part, the Town shall be liable to the Contractor for reasonable and proper costs resulting from such termination upon the receipt by the Town of a properly presented claim setting out in detail: (1) the total cost of the work performed to date of termination less the total amount of contract payments made to the Contractor; (2) the cost (including reasonable profit) of settling and paying claims under subcontracts and material orders for work performed and materials and supplies delivered to the site, payment for which has not been made by the Town to the Contractor or by the Contractor to the subcontractor or supplier; (3) the cost of preserving and protecting the work already performed until the Town or assignee takes possession thereof or assumes responsibility therefor; (4) the actual or estimated cost of legal and accounting services reasonably necessary to prepare and present the termination claim to the

Town; and (5) an amount constituting a reasonable profit on the value of the work performed by the Contractor.

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

13. Default

- a. If the Contractor refuses or fails to prosecute the work, or any separable part thereof, with the diligence that will insure its completion within the time specified in this contract, or any extension thereof, or fails to complete said work within this time, the Town may, by written notice to the Contractor, terminate the right to proceed with the work (or separable part of the work) that has been delayed. In this event, the Town may take over the work and complete it, by contract or otherwise, and may take possession of and use any materials, equipment, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Town resulting from the Contractor's refusal or failure to complete the work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Town in completing the work.
- b. The Contractor's right to proceed shall not be terminated or the Contractor charged with damages under this clause if--
 - 1. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (i) acts of God, or of the public enemy, (ii) acts of the Town or other governmental entity in either its sovereign or contractual capacity, (iii) acts of another contractor in the performance of a contract with the Town, (iv) fires, (v) floods, (vi) epidemics, (vii) quarantine restrictions, (viii) strikes, (ix) freight embargoes, (x) unusually severe weather, or (xi) delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and the subcontractors or suppliers; and
 - 2. The Contractor, within ____ days (10 days unless otherwise indicated) from the beginning of such delay (unless extended by the Town) notifies the Town in writing of the causes of delay. The Town shall ascertain the facts and the extent of the delay. If, in the judgment of the Town, the findings of fact warrant such action, time for completing the work shall be extended by written modification to the contract. The findings of the Town shall be reduced to a written decision.
- c. If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been for convenience of the Town.

14. Reports, Records and Data

The Contractor shall submit to the Town such schedule of quantities and costs, progress

schedules, payrolls, reports, estimates, records and other data as the Town may request concerning work performed or to be performed under this contract.

GENERAL CONDITIONS

1. DEFINITIONS:

The following terms as used in this document are specifically defined as follows:

- A. **Contractor** means a person, firm or corporation with whom this contract is made.
- B. **Subcontractor** means a person, firm or corporation supplying labor and materials or labor only for work at the project under separate contract or agreement with the contractor.
- C. **Owner** means either (Name of Subrecipient) or their authorized representative.
- D. **Municipality** means the Town of Stratford or the person employed by the Town of Stratford.
- E. **Project Manager** means the person employed by the Town of Stratford on behalf of the owner. All major decisions and determinations required during the work will be made jointly by the owner, and the project manager; and if applicable, the architect/engineer, however, instructions to the contractor are to be from the Project Manager. If the contractor performs work beyond the scope of the project at the direction or request of any person other than the Project Manager, it will be at his own risk and expense. If this work must be removed or revised, that also will be at the expense of the contractor.
- F. **Work on or at the project** means all work to be performed at the location of the project, including the transportation of materials and supplies to or from the location of the project by employees of the contractor and any subcontractor.
- G. **Apprentice** means: 1) a person employed and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau or 2) a person in his first 90 days of probationary employment as an apprentice in such an apprenticeship program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Council (where appropriate) to be eligible for probationary employment as an apprentice.
- H. **Trainee** means a person receiving on-the-job training in a construction occupation under a program which is approved (but not necessarily sponsored) by the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training, and which is reviewed from time to time by the Manpower Administration to ensure that the training meets adequate standards.
- I. **Covered Area** means the geographical area described in the solicitation from which this contract resulted.
- J. **Director** means Director of the Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority.
- K. **Employer Identification Number** means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
- L. **Minority** includes:
 - 1. **Black** (all persons having origins in any of the Black African racial groups not of Hispanic origin).
 - 2. **Hispanic** (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race).
 - 3. **Asian and Pacific Islander** (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands).
 - 4. **American Indian or Alaskan Native** (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
 - 5. **Portuguese** (all persons having origins in the Iberian Peninsula, including Portugal, regardless of race).

2. REQUIRED PROVISIONS DEEMED INSERTED:

Each and every provision of law required to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein. If through mistake or otherwise any provision is not inserted, or is inserted incorrectly then upon the application of either party the contract shall be amended to make such insertion or correction.

3. EMPLOYMENT OF CERTAIN PERSONS PROHIBITED:

No person under the age of sixteen and no person who at the present time is serving sentence in a penal or correctional institute shall be employed on the work covered by this contract.

4. REPORTS, RECORDS AND DATA:

It is imperative that the contractor keep records and submit reports in strict accordance with all sections of these General Conditions. Several different sections require specific information which may be addressed individually or in aggregate with other sections at the contractor's option. Provided all information is available, the Municipality will not mandate a specific format to be followed. If information submitted by the contractor is unclear or incomplete, the Municipality may request that the records/reports be re-submitted.

The contractor shall submit to the owner such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records, daily construction work logs and other data as the owner may request concerning work performed or to be performed under this contract.

Payrolls and basic records relating thereto will be maintained during the course of the work and preserved for a period of three (3) years thereafter for all laborers and mechanics working at the site of the work, or under the United States Housing Act of 1937 or under the Housing Act of 1949, in the construction or development of the project. Such records will contain for each employee, their name, address, correct classification, rate(s) of pay (including rates of contributions or costs anticipated of the types described in section 1(b)(2) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers and mechanics affected, and which show the costs anticipated or the actual cost incurred in providing such benefits.

The contractor will submit original weekly certified payrolls to the Town until project completion. The payroll shall be accompanied by a Federal Statement of Compliance form as well as the State Fringe Benefits Explanation form, signed by the employer or authorized representative indicating that the payrolls are correct and complete, that the wage rates contained therein are not less than those determined by the Secretary of Labor and that the classifications set forth for each laborer or mechanic conform with the actual work performed. The submission of a "Weekly Statement of Compliance" which is required under this contract and the Copeland regulations of the Secretary of Labor (29CFR Part 3) and the filing with the initial payroll or any subsequent payroll of a copy of any findings by the Secretary of Labor under 29 CFR 5.5(a)(1)(iv) shall satisfy this requirement. The prime contractor shall be responsible for the submission of the Certified payrolls of all subcontractors (all tiers). The contractor will make the required records available for inspection by authorized representatives of the Municipality, its agents, State of CT Department of Housing and the Department of Labor, and will permit such representatives to interview employees during working hours on the job.

A. PAYROLLS AND BASIC RECORDS. Payrolls and basic records relating to such payrolls shall be maintained by each employer with respect to his/her own workforce employed on the site of the work. The principal contractor shall maintain such records relative to all laborers and mechanics working on the site of the work. Payrolls and related records shall be maintained during the course of the construction work and preserved by the contractor and all employers for at least 3 years following the completion of the work. Such records shall contain:

1. The name, address and the last 4 digits of the social security number of each person/worker and applicable section (A/B);
2. His or her correct work classification(s); Trade license type and number, and OSHA 10 Certification Number;
3. Hourly rates of pay including rates of contributions or costs anticipated for fringe benefits;
4. Daily and weekly number of hours worked, including any overtime hours;
5. Deductions made and actual net wages paid;

6. Evidence pertaining to any costs listed in the “other” deduction column;
7. Evidence of the approval of any apprenticeship or trainee program, the registration of each apprentice or trainee and the ratios and wage rates contained in the program.
8. Evidence that each worker has completed the required 10 hour federal OSHA safety & health course.

B. CERTIFIED PAYROLL REPORTS. Certified weekly payroll reports (CPR’s) shall be submitted with respect to each week any contract work is performed, including “No Work” payrolls; and in a sequential order. Each contractor and subcontractor (employer) shall prepare and certify such payroll reports to demonstrate compliance with the labor standards requirements. The principal contractor is responsible for full compliance with regard to its own workforce and with regard to the compliance of every subcontractor. The principal contract is responsible for making any Subcontractor aware of these State & Federal requirements. All CPR’s and any related records are submitted to the Town through the principal contractor.

1. CPR Format. CPR information may be submitted in any form provided that the LCA can reasonable interpret the information to monitor employer compliance with the labor standards. Employers are encouraged to utilize DOL Payroll Form WH-347. The Town shall make available to each principal contractor a limited number of copies of the WH-347 for the contractor’s reproduction and use.
2. Filing of Certified Payroll/Failure to File Certified Payroll. An employer subject to the prevailing wage law must file the weekly certified payroll **weekly** with the contracting agency by mail, first class prepaid. CPRs shall be submitted for each contractor/subcontractor (employer) beginning with the first week such employer performs work on the site of the work. CPRs shall be submitted promptly following the close of each such pay week. Failure to file a certified payroll pursuant to subdivision (2) of section 31-53(f) is a class D felony for which the employer may be fined up to five thousand dollars, imprisoned for up to five years, or both.
3. CPR Preparation. CPRs for each employer shall be numbered sequentially beginning with “1.” The CPR for the last week of work to be performed on the project by each employer shall be clearly marked Final.
 - a. Employee Information. The first payroll on which each employee appears shall contain the employee’s name, address and Section. The last four digits of the Social Security Numbers shall be provided one time on company letterhead, as this is a Federal requirement and are not permissible on the State of CT Department of Labor Certified Payroll Report forms.
 - b. Apprentices or Trainees. The first payroll on which any apprentice or trainee appears shall be accompanied with a copy of that apprentices’ or trainee’s registration in an approved program. A copy of the approved program pertaining to the wage rates and rations shall also accompany the first CPR on which the first apprentice or trainee appears
 - c. OSHA Safety and Health Certification. Any contract awarded on or after July 1, 2009 requires any mechanic, laborer, or worker who performs work in a classification listed on the prevailing wage rate schedule on any public works project is required to complete a ten (10) hour federal OSHA safety and health course and provide proof of completion. Contractors must provide proof of completion by attaching a copy of each certification card with the first certified payroll in which such mechanic, laborer, or worker performed work.
 - d. Split Classifications. The division of hours worked in different classifications shall be accurately maintained and clearly reported. The employer may list the employee once for each classification, distributing the hours of work accordingly, and reflecting the rate of pay and gross earnings for each classification. Deductions and net pay may be based upon the total gross amount earned for all classifications.
 - e. Hours Worked at Other Job Sites. The CPR’s should reflect ONLY hours worked at the site of work. If an employee performs work at job sites other than the project for which the CPR is prepared, those hours *should not* be reported on the CPR. In these cases the employer should list the employee’s

name, classification, hours this project only, and the rate of pay and gross earnings at this project. Deductions and net pay may be reflected based upon the employee's total earnings (for all projects) for the week.

4. "No Work" Payrolls. Employers should submit CPR's for weeks during which no work was performed on the site of the work; and the CPR's shall be numbered sequentially; unless the employer has provided written notice that its work on the project has been suspended, or otherwise instructed by the Town.
5. Weekly Payroll Certification. Each weekly payroll shall be accompanied by a Federal "*Statement of Compliance*" form as well as a State Fringe Benefits Explanation form, or as determined by LCA. The Statements of Compliance shall be executed by the original signature of the principal executive of the contractor/subcontractor. The Statement shall contain the language prescribed on DOL Form WH-348 or the reverse side of Form WH-347 which shall certify to the following:
 - a. That the payroll for the payroll period contains the information required to be maintained (see &2-7) and that the information is correct and complete;
 - b. That each laborer or mechanic (including each helper, apprentice and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set for in Regulations, 29 CFR Part 3;
 - c. That any mechanic, laborer, or worker employed during the contract period has completed the 10 OSHA course and has provided proof of completion.
 - d. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
6. Falsification. The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

5. OTHER PROHIBITED INTERESTS:

No official of the Owner who is authorized solely or jointly to negotiate, make, accept, or approve any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of or for the Owner who is authorized in a capacity to exercise any legislative, executive, supervisory or other similar functions in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or any part thereof.

6. NO CONFLICT

No member or Delegate to Congress of the United States, and no Resident Commissioner, shall be admitted to any share or part of this contract or to any benefit to arise from the same.

7. NATIONAL HISTORIC PRESERVATION ACT OF 1966:

The contractor agrees to contribute to the preservation and enhancement of structures and objects of historical, architectural or archaeological significance when such items are found and/or unearthed during the course of project construction and to consult with the State Historic Preservation Officer for recovery of the items. [Reference: National Historic Preservation Act of 1966 (80 Stat 915.16 USC 470) and Executive Order No. 11593 of May 31, 1971.]

8. CLEAN AIR ACT and FEDERAL WATER POLLUTION CONTROL ACT:

The contractor agrees to comply with Federal clean air and water standards during the performance of this contract and specifically agrees to the following:

- A. The term "facility" means any building, plant, installation, structure, mine, vessel or other floating craft, location or site of operations owned, leased, or supervised by the contractor and the subcontractors for the construction, supply and service contracts entered into by the contractor;
- B. Any facility to be utilized in the accomplishment of this contract is not listed on the Environmental Protection Agency's List of Violating Facilities pursuant to 40 CFR, Part 15.20;
- C. In the event a facility utilized in the accomplishment of this contract becomes listed on the EPA list, this contract may be canceled, terminated or suspended in whole or in part;
- D. It will comply with all the requirements of Section 308 of the Water Act relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308, respectively, and all regulations and guidelines issued thereunder;
- E. It will promptly notify the Municipality of the receipt of any notice from the Director of the Office of Federal Activities, Environmental Protection Agency, indicating that any facility utilized or to be utilized in the accomplishment of the contract is under consideration for listing on the EPA list of Violating Facilities;
- F. It will include the provisions of the foregoing paragraphs in every subcontract or purchase order entered into for the purpose of accomplishing this contract, unless otherwise exempted pursuant to the EPA regulations implementing the Air or Water Act (40 CFR, Part 15.5), so that such provisions will be binding upon each subcontractor or vendor;
- G. In the event that the contractor or the subcontractors for the construction, supply and service contracts entered into for the purpose of accomplishing this contract were exempted from complying with the above requirements under the provisions of 40 CFR, Part 15.5(a), the exemption shall be nullified should the facility give rise to a criminal conviction (see 40 CFR, 15.20) during the accomplishment of this contract. Furthermore, with the nullification of the exemption, the above requirements shall be effective. The contractor shall notify the Municipality, as soon as the contractor or the subcontractors' facility is listed for having given rise to a criminal conviction noted in 40 CFR, Part 15.20.

9. USE OF LEAD-BASED PAINTS:

If the work under this contract involves construction or rehabilitation of residential structures, or other structures in which children congregate, the contractor shall comply with the Lead-Based Poisoning Prevention Act (see 42 U.S.C. 4831). The contractor shall assure that paint used on the project on applicable surfaces does not contain lead in excess of the percentages set forth in "A" & "B" below. In determining compliance with these standards, the lead content of the paint shall be measured on the basis of the total non-volatile content of the paint or on the basis of an equivalent measure of lead in the dried film of paint already applied.

- A. For paint manufactured on or before June 22, 1977, paint may not contain lead in excess of five tenths of one percent (0.5%) lead by weight.
- B. For paint manufactured after June 22, 1977, paint may not contain lead in excess of six one-hundredths of one percent (0.06%) lead by weight.

As a condition of receiving assistance under the Act, recipients shall assure that the restriction against the use of lead-based paint is included in all contracts and subcontracts involving the use of Federal funds.

10. RIGHT OF THE OWNER TO TERMINATE THE CONTRACT:

See Federal Contract Requirements

11. SAFETY AND HEALTH REGULATIONS FOR CONSTRUCTION:

In order to protect the life and health of his employees under the contract, the contractor shall comply with all pertinent provision of the Contract Work Hours and Safety Act commonly known as the Construction Safety Act as pertains to health and safety standards; and shall maintain an accurate record of all cases of death, occupational disease, and injury

requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under this contract.

The contractor alone shall be responsible for the safety, efficiency, and adequacy of his plant, appliances, and methods, and for any damage which may result from their failure or their improper construction, maintenance, or operation.

12. CONTRACT AND CONTRACT DOCUMENTS:

The plans, specifications and addenda form part of the contract, and the provisions thereof are as binding upon the contracting parties as if they were herein fully set forth. The tables of contents, titles, headings, running headlines and marginal notes contained herein and said documents are solely to facilitate reference to various provisions of the contract documents and in no way affect, limit, or cast light on the interpretation of the provisions to which they refer.

13. TIME FOR COMPLETION AND LIQUIDATED DAMAGES:

It is hereby understood and mutually agreed by and between the contractor and the Owner that the date of beginning and the time for completion as specified in the contract of work to be done hereunder are essential conditions of the contract and it is further mutually understood and agreed that the work embraced in this contract shall be commenced on a date to be specified in the Notice to Proceed.

The contractor agrees that said work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will ensure full completion thereof within the time specified. It is expressly understood and agreed, by and between the contractor and the Owner, that the time for completion of the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

If the contractor neglects, fails or refuses to complete the work within the time herein specified, or any proper extension thereof granted by the Owner, then the contractor agrees, as a part consideration for the awarding of this contract, to pay to the Owner the amount specified in the contract, not as a penalty but as liquidated damages for breach of contract as hereinafter set forth, for each and every calendar day that the contractor shall be in default after the time stipulated in the contract for completing the work.

The liquidated damages amount is fixed and agreed upon by and between the contractor and the Owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain, and said amount is agreed to be the amount of damages which the Owner would sustain and said amount shall be retained from time to time by the Owner from current periodical estimates.

It is further agreed that time is of the essence of each and every portion of this contract and of the specification wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the contract an additional time is allowed for the completion of any of the work, the new time limit fixed by such extension shall be of the essence of this contract, provided that the contractor shall not be charged with liquidated damages or any excess cost when the Owner determines that the contractor is without fault and the contractor's reasons for the time extension are acceptable to the Owner, provided further that the contractor shall not be charged with liquidated damages or any excess cost when the delay of completion of the work is due:

- A.** to any preference, priority or allocation order duly issued by the government;
- B.** to unforeseeable cause beyond the control and without the fault or negligence of the contractor, including but not restricted to, acts of the Owner, acts of another contractor in the performance of a contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and severe weather; and/or
- C.** to any delays of subcontractors or suppliers occasioned by any of the causes specified in the preceding two paragraphs, provided further that the contractor shall, within ten (10) days from the beginning of such delay, unless the Owner shall grant a further period of time prior to the date of final settlement of the contract, notify the Owner, in writing, of the cause of delay, who shall ascertain the facts and extent of the delay and notify the contractor within a reasonable time of its decision in the matter.

LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT:

The successful bidder, upon his failure or refusal to execute and deliver the contract, bonds and certificates of insurance required within 10 days after he has received notice of the acceptance of his bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his bid.

TIME OF COMPLETION AND LIQUIDATED DAMAGES:

The bidder must agree to commence work on or before a date to be specified in a written "Notice To Proceed" of the Owner and to fully complete the project within X consecutive calendar days thereafter. The bidder must agree also to pay as liquidated damages, the sum of \$ \$200 for each consecutive calendar day thereafter.

Simultaneously with his delivery of the executed contract, the Contractor shall furnish a 100% surety bond or bonds as security of faithful performance of his contract and for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract, as specified in the General Conditions included herein. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the Owner, and listed in the Department of Treasury's Listing of Approved Sureties (Circular 570).

14. PROJECT MANAGER'S AUTHORITY:

The project manager shall give all orders and directions contemplated under this contract and specifications relative to the execution of the work. The project manager shall determine the amount, quality, acceptability and fitness of the several kinds of work and materials which are to be paid for under this contract and shall decide all questions which may arise in relation to the work. The project manager's estimates and decisions shall be final and conclusive, except as otherwise provided. In case any question shall arise between the parties hereto relative to the contract or specifications, the determination or decision of the project manager shall be a condition precedent to the right of the contractor to receive any money or payment for work under this contract affected in any manner or to any extent by such question.

The project manager shall decide the meaning and intent of any portion of the specifications and of any plan or drawing where the same may be found obscure or be in dispute. Any differences or conflicts in regard to their work which may arise between the contractor and any other contractors performing work for the Owner shall be adjusted and determined by the project manager.

15. NOTICE AND SERVICE THEREOF:

Any notice from the Owner to any contractor regarding any part of this contract shall be in writing and considered delivered and the service thereof completed when the notice is posted by certified or registered mail to the contractor at his last given address, or delivered in person to the contractor or his authorized representative on the work site.

16. SUSPENSION OF WORK:

Should the Owner be prevented from proceeding with the work or from authorizing its prosecution by reason of any litigation, the contractor shall not be entitled to make or assert claim for damage by reason of said delay, but time for completion of the work will be extended to such reasonable time as the Owner may determine will compensate for time lost by the delay. Determination will be sent in writing from the Owner to the contractor.

17. ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS:

The contractor may be furnished additional instructions and detail drawings as necessary to carry out the work included in the contract.

The additional drawings and instructions thus supplied to the contractor will coordinate with the contract documents. The contractor shall carry out the work in accordance with the additional detail drawings and instructions. The contractor and the project manager will prepare jointly (a) a schedule, fixing the dates at which specific detail drawings will be required, such drawings, if any, to be furnished by the project manager in accordance with said schedule and (b) a schedule fixing the respective dates for the submission of shop drawings, the beginning of manufacturer's testing, installation of materials, supplies and equipment, and the completion of the various parts of the work; each such schedule is subject to change in accordance with actual work progress.

18. SHOP OR SETTING DRAWINGS:

The contractor shall submit promptly to the project manager two copies of each shop or setting drawing prepared in accordance with the above, predetermined schedule. After examination of such drawings by the project manager, and the return thereof, the contractor shall make such corrections to the drawings as have been indicated and shall furnish the project manager with two corrected copies. Regardless of corrections made in, or approval given to, such drawings by the project manager, the contractor will nevertheless be responsible for the accuracy of such drawings and for their conformity to the plans and specifications, unless he notifies the project manager, in writing, of any deviations at the time he furnishes such drawings.

19. MATERIALS, SERVICES AND FACILITIES:

It is understood that, except as otherwise specifically stated in the contract documents, the contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, superintendence, temporary construction of every nature, and all other services and facilities of every nature whatsoever necessary to execute, complete, and deliver the work within the specified time.

The Owner will not pay for any materials stored on or off site and will not be responsible for any late fees, or additional fee's incurred from any suppliers/vendors.

Any work necessary to be performed after regular hours, on Sundays or legal holidays, shall be performed without additional expense to the Owner.

20. CONTRACTOR'S TITLE TO MATERIAL:

No materials or supplies for the work shall be purchased by the contractor or by any subcontractor subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller. The contractor warrants that he has good title to all materials and supplies used in the work, free from all liens, claims or encumbrances.

21. INSPECTION AND TESTING OF MATERIALS:

All materials and equipment used in the construction of the project shall be subject to adequate inspection and testing in accordance with accepted standards. The laboratory or inspection agency shall be retained by the contractor as part of his obligation. The Owner reserves the right to approve/disapprove the firm(s) selected to perform any and all tests/inspections and to be given a copy of any reports thus generated.

Materials of construction, particularly those upon which the strength and durability of the structure may depend, shall be subject to inspection and testing to establish conformance with specifications and suitability for uses intended.

Any authorized agent of the Municipality shall be permitted to inspect the project in general or any of its phases.

22. "OR EQUAL" CLAUSE:

Whenever a material, article or piece of equipment is identified on the plans or in the specifications by reference to manufacturers' or vendors' names, trade names, catalogue numbers, etc., it is intended merely to establish a standard. Any material, article, or equipment of other manufacturers or vendors which will adequately perform the duties imposed by the general design will be considered equally acceptable provided the material, article or equipment so proposed is, in the opinion of the project manager, of equal substance and function. It shall not be installed by the contractor without the project manager's written approval.

23. CONTRACTOR'S OBLIGATIONS:

The contractor will, in good workmanlike manner, perform all work and furnish all supplies and materials, machinery, equipment, facilities and means, except as herein otherwise expressly specified, necessary to complete all the work required by this contract, within the time herein specified, in accordance with the provisions of the plans and specifications (including any and all supplemental plans and drawings), and in accordance with the direction of the project manager as given during the progress of the work. He shall furnish, erect, maintain and remove such construction plant(s) and such temporary works as may be required. The contractor shall observe, comply with, and be subject to all

terms, conditions, requirements, and limitations of the contract and specifications, and shall do, carry on, and complete the entire work to the satisfaction of the project manager.

All rehabilitation, alterations, repairs, or extensions shall be in compliance with all applicable codes of the Municipality. All electrical, heating, and plumbing work shall comply with the rules and regulations of the National, State and Local Codes. Before commencing work, contractors and/or subcontractors shall obtain all necessary permits.

The contractor certifies that he has familiarized himself with the requirements of the specifications and/or plans and understands the extent and character of the work to be done, and inspected the premises and given his full attention to any and all areas with which he might become specifically involved. He must familiarize himself with all conditions relating to and affecting his work and bid. It is the contractor's responsibility to obtain the annual prevailing wage rate increases directly from the State Department of Labor website. The Owner will not allow additional costs for Labor rate increase during the course of the project.

24. SEPARATE CONTRACTS:

The contractor shall coordinate his operations with those of other contractors. Cooperation will be required in the arrangement for the storage of materials and in the detailed execution of the work. The contractor and his subcontractors shall keep informed of the progress and the detail work of other contractors and shall notify the project manager immediately of lack of progress or defective workmanship on the part of other contractors. Failure of a contractor to keep informed of the work progressing on the site and failure to give notice of lack of progress or defective workmanship by others shall be construed as acceptance by him of the status of the work as being satisfactory for proper coordination with his own work.

25. SUBCONTRACTING:

The contractor may utilize the services of specialty subcontractors on those parts of the work which, under normal contracting practices, are performed by specialty subcontractors.

The contractor shall not award any work to any subcontractor without the approval of the Owner. Approval will not be given until the contractor submits to the Owner a written statement including appropriate certifications concerning the proposed award to the subcontractor, which statement will contain such information as the Owner may require.

The contractor shall be as fully responsible to the Owner for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons employed directly by him.

The contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the contractor by the terms of the general conditions and other contract documents insofar as applicable to the work of subcontractors and to give the contractor the same power as regards terminating any subcontract that the Owner may exercise over the contractor under any provision of the contract documents.

Nothing contained in this contract shall create any contractual relation between any subcontractor and the Owner.

The Prime Contractor shall make any Subcontractor aware of the Sole-Proprietor Federal reporting requirements (attached to these conditions).

The contractor shall insert these same general and supplemental conditions in any subcontract he awards.

26. MUTUAL RESPONSIBILITY OF CONTRACTORS:

If through acts of neglect on the part of the contractor, any other contractor or subcontractor shall suffer loss or damage on work, the contractor agrees to settle with such other contractor or subcontractor by agreement or arbitration if the other contractor or subcontractor shall assert any claim against the Owner on account of any damage alleged to have been sustained, the Owner shall notify the contractor, who shall indemnify and save harmless the Owner against any such claim.

27. SUPERINTENDENCE BY CONTRACTOR:

At the site of the work, the contractor shall employ a construction superintendent or foreman who has full authority to act for the contractor. It is understood that the contractor's representative shall be acceptable to the architect/engineer and to the Owner.

28. CORRECTION OF WORK:

All work, materials, processes of manufacture and methods of construction shall be subject to inspection by, and the acceptability of the project manager at all times. Should they fail to meet his approval, they shall be reconstructed, made good, replaced and/or corrected by the contractor at his own expense. Rejected material shall be immediately removed from the site. If, in the opinion of the project manager, it is undesirable to reconstruct or correct any portion of the work injured or not performed in accordance with the contract documents, the compensation paid to the contractor shall be reduced by an equitable amount established by the project manager.

Should the contractor encounter subsurface and/or latent conditions at the site which differs materially from those shown on the plans or indicated in the specifications, he shall immediately notify the project manager of the condition prior to its disturbance. The project manager will promptly investigate the condition and make the required changes in the plans and specifications. Any change to the contract cost will be determined in accordance with paragraph 37.

29. PROTECTION OF WORK AND PROPERTY - EMERGENCY:

The contractor shall, at all times, protect the Owner's property from injury or loss in connection with this contract. He shall, at all times, safely guard and protect his own work, and that of adjacent property, from damage. The contractor shall replace or make good any such damage, loss or injury unless it was caused directly by errors contained in the contract or by the Owner, or the Owner's duly authorized representative.

In case of an emergency which threatens loss or injury of property and/or safety of life, the contractor will be allowed to act, without previous instructions from the project manager immediately thereafter. Any claim for compensation by the contractor due to such extra work shall be promptly submitted to the project manager for approval.

Where the contractor has not taken action but has notified the project manager of an emergency threatening injury to persons or damage to the work or any adjoining property, he shall act as instructed or authorized by the project manager.

The amount of reimbursement paid to the contractor on account of any emergency action shall be determined by the project manager and Owner based on their review of submitted documentation of actual costs incurred by the contractor.

30. CONFLICTING CONDITIONS:

Any provision in any of the contract documents which may be in conflict or inconsistent with any of the paragraphs in these general conditions shall be void to the extent of such conflict or inconsistency.

31. CHANGES IN THE WORK:

No change in the work covered by the approved contract documents shall be made without having written approval of the project manager. All changes (increasing or decreasing the contract amount) shall be determined by one or more, or a combination of the following methods;

- A. Unit bid prices previously established and approved,
- B. An agreed lump sum with back-up data,

32. EXTRAS:

Without invalidating the contract, the project manager may order extra work of the kind bid upon or make changes by altering, adding to or deducting from the work. The contract sum will be adjusted accordingly, and the consent of the surety will be obtained as required. All of the work of the kind bid upon shall be paid for at the prices stipulated in the proposal, and no claims for any extra work or materials shall be allowed unless the work is ordered in writing by the project manager and the cost therefore is stated in the order.

33. ANTI-LOBBYING:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- C. It will require that the language of paragraph (n) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

34. CONSTRUCTION SCHEDULE AND PERIODIC ESTIMATES:

Immediately after execution and delivery of the contract, and before the first partial payment is made, the contractor shall deliver to the Owner an estimated construction progress schedule in form satisfactory to the Owner, showing the proposed dates of commencement and completion of each of the various subdivisions of work required under the contract documents and the anticipated amount of each monthly payment that will become due the contractor in accordance with the progress schedule. The contractor shall also furnish; A) a detailed estimate (Schedule of Values) giving a complete break-down of the contract price and B) periodic itemized estimates of work done for the purpose of making partial payments thereon. The costs employed in making up any of these schedules will be used only for determining the basis of partial payments and will not be considered as fixing a basis for additions to or deduction from the contract price.

35. QUANTITIES OF ESTIMATE:

Wherever the quantities of work to be done and materials to be furnished on a unit basis under this contract are shown in any of the documents including the proposal, they are given for use in comparing bids. The Owner reserves the right to increase or decrease the units as may be deemed reasonably necessary or desirable to complete the work in this contract. Any such increase/decrease shall in no way invalidate this contract, nor shall any such increase/decrease give cause for claims or liability for damages.

36. PAYMENT TO THE CONTRACTOR:

The Owner shall make periodic progress payments to the contractor on the basis of a duly certified and approved estimate of the work performed during the preceding work period under the contract. To ensure proper performance under the contract, the Owner shall retain 5% of the amount of each estimate until final completion and acceptance of all work covered by the contract.

Progress payments shall be made within 60 days of final approval by the Owner's agent (grant consultant) each month provided all terms under the contract have been satisfied.

All material and work covered by partial payments made shall thereupon become the sole property of the Owner, but this provision shall not be construed as relieving the contractor from his responsibility for the care and protection of materials and work upon which payments have been made or the restoration of any damaged work, or as a waiver of the right of the Owner to require fulfillment of all the terms of the contract.

The contractor agrees that he will indemnify and hold the Owner and its agents all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, materialmen, and furnishers of machinery and parts thereof, equipment, power tools, and all supplies, including commissary, incurred in the furtherance of the performance of this contract. The contractor shall, at the Owner's request, furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged or waived. If the contractor fails to do so, then the Owner may, after

having served written notice on the contractor, either pay unpaid bills of which the Owner has written notice, direct or withhold from the contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the contractor shall be resumed in accordance with the terms of this contract, but in no event shall the provisions of this sentence be construed to impose any obligations upon the Owner to either the contractor or his surety.

In paying any unpaid bills of the contractor, the Owner shall be deemed the agent of the contractor, and any payment so made by the Owner shall be considered as a payment made under the contract by the Owner to the contractor, and the Owner shall not be liable to the contractor for any such payment made in good faith.

37. LIEN WAIVERS

The Contractor agrees with each monthly payment request, to submit lien waivers of mechanic's lien from every entity who is lawfully entitled to file a mechanic's lien arising out of the Contract and related to the work covered by the payment.

- Submit partial lien waivers on each item for amount requested in a previous payment application.
- When an application shows completion of an item, submit final or full lien waivers.
- Owner or Owner's agent reserves the right to designate which entities involved in the work must submit lien waivers.
- Waiver Forms: Submit waivers of Lien on forms, executed in a manner acceptable to the Owner.

38. WITHHOLDING OF PAYMENTS:

The Owner may withhold payments necessary to pay laborers, mechanics, apprentices and trainees employed by the contractor or subcontractor on the work, the full amount of wages required by the contract or for any other reasons having to do with failure to provide compliance documentation or other material to meet DBRA requirements or other non-construction requirements of this contract. In the event of failure to pay any laborer, mechanic, apprentice or trainee employed or working on the site of the project or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project, all or part of the wages required by the contract, the Owner may, after written notice to the contractor, sponsor, applicant or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

39. ASSIGNMENTS:

The contractor shall not assign the whole or any part of this contract or any monies due or to become due hereunder without the express, written consent of the Owner. In case the contractor assigns all or any part of any monies due or to become due under this contract, the instruments of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to the contractor shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the work called for in this contract.

40. ACCEPTANCE OF FINAL PAYMENT AS RELEASE:

The acceptance by the contractor of final payment shall be and shall operate as a release to the Owner of all claims and all liability to the contractor for all things done or furnished in connection with this work and for every act and neglect of the Owner and others relating to or arising out of this work. No payment, final or otherwise, shall operate to release the contractor or his subcontractors or his surety from any obligation under this contract or the bonds affixed thereto.

41. GENERAL GUARANTY:

Neither the final payment nor partial or entire occupancy of the premises constitute an acceptance of any work not done in accordance with the contract documents; nor does either condition relieve the contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The contractor shall remedy any defects in the work and pay for any damage to other work resulting therefrom, which shall appear within a period of one year from the date of final acceptance of the work unless a longer period is specified. The Owner will give notice of observed defects with reasonable promptness.

42. USE AND OCCUPANCY PRIOR TO ACCEPTANCE BY THE OWNER:

The contractor agrees to the use and occupancy of a portion of the project by the Owner before formal acceptance.

43. USE OF PREMISES AND REMOVAL OF DEBRIS:

The contractor expressly undertakes at his own expense:

- A. To take every precaution against injuries to persons or damage to property;
- B. To store his apparatus, materials, supplies and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of his work or the work of any other contractors;
- C. To place upon the work or any part thereof only such loads as are consistent with the safety of that portion of the work;
- D. To clean up all refuse, rubbish, scrap materials, and debris caused by his operations on a daily basis so that the site of the work shall present a neat, orderly and workmanlike appearance at all times;
- E. To remove all surplus material, false work, temporary structures, including foundations thereof, plant of any description and debris of every nature resulting from his operations, and to put the site in a neat and orderly condition before final payment;
- F. To effect all cutting, fitting or patching of his work required to make the same conform to the plans and specifications and, except with the consent of the project manager, not to cut or otherwise alter the work of any other contractor.

44. INDEMNIFICATION:

The contractor and all of his subcontractors agree to defend, indemnify and hold harmless the Owner, Municipality, its Departments, agents and employees from any and all claims, liabilities, obligations and causes of action of whatsoever kind and nature for injury to, or death, including contractor employees, of any person and for damages to or destruction of property, or loss of use, including property of the Owner, resulting in connection with work services or activities under this agreement regardless of cause except that the contractor shall not be required to assume responsibility or indemnify the Owner, Municipality of such injuries, damages or claims deemed by law to be due to the sole negligence of the Municipality, its employees or agents.

The Contractor agrees that all services offered by the Town, which may affect the Contractor, are offered by the Municipality and not to the contractor in order to assist in the project implementation and the necessary program compliance. The Contractor agrees to, upon review and acceptance of such services provided, indemnify, defend, save and hold harmless the Municipality and Consultant, their officers, agents and employees from and against any and all damage, liability, loss, expense, judgment or deficiency of any nature whatsoever (including, without limitation, reasonable attorney's fees and other costs and expenses incident to any suit, action or proceeding) incurred or sustained by Municipality or Consultant which shall arise out of or result from Consultant's performance in good faith of services pursuant to the Professional Services Contract. The Contractor agrees that the Consultant shall not be liable to the Contractor, its heirs, successors or assigns, for any act performed within the duties and scope of employment pursuant to Professional Services Contract.

45. INSURANCE REQUIREMENTS:

See Instructions for Bidders – Terms and Conditions

EXHIBIT “A”

FEDERAL PREVAILING WAGE AND SALARY RATES

**(NON-HOUSING, CONSTRUCTION PROJECTS OVER \$2,000)
SEE ATTACHED RATES/SCHEDULES**

PAYROLL

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)



U.S. Wage and Hour Division

Rev. Dec. 2008

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

NAME OF CONTRACTOR <input type="checkbox"/> OR SUBCONTRACTOR <input type="checkbox"/>	ADDRESS
PAYROLL NO. <input type="text"/>	FOR WEEK ENDING <input type="text"/>
PROJECT AND LOCATION <input type="text"/>	PROJECT OR CONTRACT NO. <input type="text"/>

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF HOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS					(9) NET WAGES PAID FOR WEEK
			OT OR ST.	HOURS WORKED EACH DAY									FICA	WITH- HOLDING TAX	OTHER	TOTAL DEDUCTIONS		
				S	M	T	W	T	F								S	
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While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

Date

I,
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by on the (Contractor or Subcontractor) ; that during the payroll period commencing on the (Building or Work) day of , and ending the day of all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said from the full (Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

— in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

— Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION
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REMARKS:

NAME AND TITLE SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

"General Decision Number: CT20200020 09/11/2020

Superseded General Decision Number: CT20190020

State: Connecticut

Construction Type: Building

County: Fairfield County in Connecticut.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.80 for calendar year 2020 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.80 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/03/2020
1	01/17/2020
2	01/24/2020
3	02/21/2020
4	04/24/2020
5	05/08/2020
6	05/15/2020
7	05/22/2020
8	06/05/2020
9	07/03/2020
10	07/10/2020
11	09/11/2020

ASBE0033-002 06/01/2019

Rates Fringes

HEAT & FROST INSULATOR
(Includes Duct, Pipe and
Mechanical Systems).....\$ 40.21 30.99

BRCT0001-006 01/06/2020

Rates Fringes

BRICKLAYER.....	\$ 35.71	34.34

BRCT0001-007 01/06/2020		
	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 35.71	34.34

CARP0326-024 05/04/2020		
	Rates	Fringes
FLOOR LAYER: Carpet Only.....	\$ 34.53	25.64

CARP0326-025 05/04/2020		
	Rates	Fringes
FLOOR LAYER: Hardwood Floors Only.....	\$ 34.53	25.64

CARP0326-026 05/04/2020		
	Rates	Fringes
METAL BUILDING ERECTOR (Metal Siding / Wall Panels).....	\$ 34.53	25.64

CARP0326-027 05/04/2020		
	Rates	Fringes
CARPENTER (Scaffold Builder).....	\$ 34.53	25.64

CARP0326-028 05/04/2020		
	Rates	Fringes
CARPENTER (Includes Acoustical Ceiling Installation, Drywall Hanging, Form Work, and Metal Stud Installation).....	\$ 34.53	25.64

CARP0326-029 05/04/2020		
	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 34.53	25.64

CARP0326-030 05/04/2020		
	Rates	Fringes
FLOOR LAYER: Vinyl Flooring Only.....	\$ 34.53	25.64

CARP1121-006 01/06/2020		
	Rates	Fringes
MILLWRIGHT.....	\$ 34.94	26.19

ELEC0003-006 04/28/2016		

	Rates	Fringes
ELECTRICIAN (Includes Low Voltage and Installation of Alarms and Sound and Communication Systems).....	\$ 50.75	43.704

ELEC0488-003 06/01/2020		

	Rates	Fringes
ELECTRICIAN (HVAC/Temperature Controls Installation).....	\$ 39.92	3%+28.75

ELEV0091-002 01/01/2020		

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 55.12	34.765

ENGI0478-004 04/05/2020		

	Rates	Fringes
POWER EQUIPMENT OPERATOR (Backhoe/Excavator/Trackhoe).....	\$ 42.11	25.30
<p>PAID HOLIDAYS: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, provided the employee works 3 days during the week in which the holiday falls, if scheduled, and if scheduled, the working day before and the working day after the holiday.</p>		

ENGI0478-005 04/05/2020		

	Rates	Fringes
POWER EQUIPMENT OPERATOR (Bulldozer)		
Finegrade (Slopes, Shaping, laser or GPS, etc.).....	\$ 41.32	25.30
Rough Grade Dozer.....	\$ 39.95	25.30
<p>PAID HOLIDAYS: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, provided the employee works 3 days during the week in which the holiday falls, if scheduled, and if scheduled, the working day before and the working day after the holiday.</p>		

ENGI0478-012 04/05/2020		

	Rates	Fringes
POWER EQUIPMENT OPERATOR (Crane under 100 ton rated capacity).....	\$ 41.32	25.30

When crane operator is operating equipment that requires a fully licensed crane operator to operate he receives an

extra \$4.00 premium in addition to the hourly wage rate and benefit contributions:

PAID HOLIDAYS: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, provided the employee works 3 days during the week in which the holiday falls, if scheduled, and if scheduled, the working day before and the working day after the holiday.

ENGI0478-016 04/05/2020

	Rates	Fringes
POWER EQUIPMENT OPERATOR (Loader - 7 cubic yards or over).....	\$ 42.45	25.30

PAID HOLIDAYS: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, provided the employee works 3 days during the week in which the holiday falls, if scheduled, and if scheduled, the working day before and the working day after the holiday.

IRON0424-001 06/01/2020

	Rates	Fringes
IRONWORKER (Reinforcing, Structural, Ornamental).....	\$ 36.67	37.62

LABO0230-002 04/05/2020

	Rates	Fringes
LABORER (Mason Tender-Cement/Concrete).....	\$ 31.50	22.15

PAIN0011-014 06/01/2020

	Rates	Fringes
GLAZIER.....	\$ 39.18	22.55

PAIN0011-021 06/01/2020

	Rates	Fringes
PAINTER (Brush and Roller).....	\$ 35.62	22.55

PAIN0011-023 06/01/2020

	Rates	Fringes
DRYWALL FINISHER/TAPER.....	\$ 36.37	22.55

PLUM0777-001 06/01/2020

	Rates	Fringes
PLUMBER.....	\$ 44.63	32.95

PLUM0777-003 06/01/2020

	Rates	Fringes
PIPEFITTER.....	\$ 44.63	32.95

PLUM0777-009 06/01/2020

	Rates	Fringes
PIPEFITTER (HVAC Pipe Installation Only).....	\$ 44.63	32.95

ROOF0009-001 06/01/2020

	Rates	Fringes
ROOFER		
Composition.....	\$ 38.40	21.89
Slate and Tile.....	\$ 38.90	21.89

* SHEE0038-006 07/01/2020

	Rates	Fringes
SHEET METAL WORKER (Metal Flashing and HVAC Duct Installation Only).....	\$ 46.92	42.80

SHEE0040-001 07/01/2020

	Rates	Fringes
SHEET METAL WORKER (Including HVAC Unit Installation).....	\$ 38.90	39.46

SHEE0040-008 07/01/2020

	Rates	Fringes
SHEET METAL WORKER (Metal Roofs Installation).....	\$ 38.90	39.46

TEAM0677-001 04/05/2020

	Rates	Fringes
TRUCK DRIVER (Dump Truck).....	\$ 30.08	25.79

* UAVG-CT-0001 01/01/2019

	Rates	Fringes
LABORER: Common or General.....	\$ 31.00	22.15

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this

contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

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

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007

in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.

Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

EXHIBIT “B”

LABOR STANDARDS COMPLIANCE REQUIREMENTS

Labor Standards Compliance Requirements

Date: December 2, 1996

(Rev 1) Letter No. LR-96-01

Subject: Labor standards compliance requirements for self-employed laborers and mechanics (aka *Working Subcontractors*)

- I. HUD policy on prevailing wage applicability.
- II. Compliance and certification parameters.
- III. Owners of businesses working with their crews.
- IV. Owner-Operators of power equipment.
- V. Truck drivers.

The Federal prevailing wage requirements and compliance standards for self-employed laborers and mechanics (also referred to as "working subcontractors") have long been a confusing and contentious area for the Department of Labor (DOL), HUD, the Internal Revenue Service and contractors and subcontractors.

The following policy represents an effort to provide practical guidance for field application. The guidance more specifically concerns the wage certification requirements for self-employed mechanics and laborers on projects subject to Federal labor standards provisions including Davis-Bacon and HUD-determined maintenance and nonroutine maintenance prevailing wage rate determinations. This policy does not attempt to establish whether working subcontractors are subject to Federal labor standards nor whether such working subcontractors are *bona fide*. The clear meaning of statutory provisions and regulatory definitions does not require further examination of applicability. Additionally, statutory and regulatory language are clear that the question of whether certain self-employed laborers and mechanics are bona fide subcontractors is not germane to the issue of prevailing wage standard applicability.

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I. HUD policy on prevailing wage applicability.

The Davis-Bacon Act (DBA), HUD program Related Acts (DBRA) concerning the payment of prevailing wages as determined by the Secretary of Labor, and the U.S. Housing Act of 1937 concerning the payment of prevailing wage rates established by HUD provide that the wage protections afforded in these statutes apply to laborers and mechanics employed on the covered work. The DBA and DBRA implementing regulations (29 CFR Part 5) specifically stipulate that these protections are provided **regardless of any contractual relationship which may be alleged to exist** between the contractor and such laborers and mechanics. Additionally, all laborers and mechanics must be paid unconditionally and not less often than once per week. HUD has followed DBA/DBRA prevailing wage parameters in its implementation, administration and enforcement of HUD-determined maintenance and nonroutine maintenance prevailing wage standards. (*NOTE: The requirement to pay weekly wages is not applicable to the payment of prevailing routine maintenance wage rates related to laborers and mechanics engaged in the operation of PHA and IHA housing developments.*)

Therefore, it is HUD policy that in all cases where laborers and mechanics are employed on Federal prevailing wage-covered construction, maintenance and nonroutine maintenance work, laborers and mechanics shall be entitled to compensation (in the case of Davis-Bacon wages, *weekly* compensation) at wage rates not less than the prevailing rate for the type of work they perform **regardless of any contractual relationship alleged to exist between a contractor or subcontractor and such laborers or mechanics.**

The above policy statement is not a departure from previous HUD directives. The guidance presented below establishes uniform HUD-assisted program contract administration and enforcement parameters for labor standards compliance and prevailing wage certification.

II. Compliance and certification parameters.

HUD policy clearly affords prevailing wage protection for all laborers and mechanics, regardless of contractual relationship. There is no exception to this protection for self-employed laborers or mechanics, including Owners of businesses, sole-proprietors, partners, corporate officers, or others. This policy in no way precludes or limits any business or individual from participating in HUD-assisted construction, maintenance, or nonroutine maintenance work. The

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issue is not one of *eligibility*, whether such persons are permitted to work on HUD-assisted projects, but of compliance standards - what HUD will accept from contractors and subcontractors to demonstrate that proper compliance has been achieved.

In this context, this Letter establishes a HUD administrative policy that laborers and mechanics may not certify to the payment of their **own** prevailing wages **EXCEPT** where the laborer or mechanic is the Owner of a business working on the site of the work with his/her own crew. (This exception is described in detail in Paragraph III. Owner-operators of power equipment are discussed in Paragraph IV; Truck drivers are discussed in Paragraph V.)

The most frequent occurrence of self-employed workers on HUD-assisted projects involves mechanic/trade classifications (i.e., not laborer classifications). (For ease of reference, laborers and mechanics in this context are referred to as "mechanics" and include any case involving laborers.) These mechanics may be represented as sole-proprietors, self-employed mechanics, partners, or corporate officers - all with no direct employees engaged in the covered work.

Accordingly, HUD, and program participants responsible for labor standards administration and enforcement (e.g., PHAs, IHAs, CDBG recipients), may not accept certified payrolls reporting single or multiple Owners (e.g., partners) certifying that they have paid to themselves the prevailing wage for their craft. For example, a sole-proprietor may not submit a payroll reporting himself or herself as simply "Owner" signing the certification as to his/her own wage payment from "draws" or other payment methods. Neither may several mechanics submit a payroll reporting themselves as "partners" with one or more certifying as to the payment of their wages or salaries. Such mechanics must instead be carried on the certified payroll of the contractor or subcontractor (the "responsible employer") for whom they are working and with whom they have executed a "contract" for services.

In these cases, maintenance of an accurate accounting of weekly work hours including any overtime hours for such mechanics is essential. Whatever method of compensation computation is utilized (piecework, weekly contract draw for performance), the amount of weekly compensation divided by the actual hours of work performed for that week must result in an "effective" hourly wage rate for that week that is not less than the prevailing hourly rate for the type of work involved. This computation must take into account overtime pay rates (i.e., one and one half) for all hours worked in excess of 40 hours per

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week, pursuant to the Contract Work Hours and Safety Standards Act (CWHSSA), where applicable, and pursuant to the Fair Labor Standards Act where CWHSSA is not applicable.

The name, work classification, actual hours of work, effective hourly wage rate, and wage payment for each such mechanic must be reported and certified on the responsible employer's weekly payroll. Note that the effective hourly wage rate for such mechanics may fluctuate from week to week. However, the effective hourly wage rate **may not** be less than the minimum prevailing rate for the respective craft. In any case where the effective rate falls below the corresponding craft prevailing wage rate, the responsible employer must compensate the mechanic at no less than the prevailing rate on the wage determination for that craft.

III. *Owners of businesses working with their crew.*

Owners of businesses working with their crew on the same HUD-assisted job site may certify to the payment of their own prevailing wages in conjunction with the prevailing wages paid to their employees. This exception to reporting standards *does not* suggest that such owners are not likewise entitled to prevailing wages for their labor. Rather, it accepts the wage payment certification on weekly payroll reports by the owner for his/her own wages as that certification *accompanies* the certification offered for the payment of prevailing wages to his/her employees. Such owners need only list their name, work classification including "owner," and the daily and total hours worked. (Such owners *do not* need to list a rate of pay or amounts earned.)

IV. *Owner-operators of power equipment.*

Frequently, *owner-operators of power equipment* (e.g., backhoes, front-end loaders) will contract for services at a rate for both "man and machine." In these cases, the owner-operator includes liability, equipment maintenance, and salary in an hourly or contract rate for services. Because of the prevalence of such practice and the inherent difficulty in ascribing costs for liability and maintenance costs versus hourly *labor* salary, HUD and its program clients may accept a combined ("man and machine") hourly rate on the responsible contractor's certified payroll provided that such hourly rate may not be less than the rate on the wage determination for the respective power equipment operator.

Note: Owner-operators of power equipment, like self-employed mechanics, may not submit their own payrolls certifying to the payment of their own wages BUT must be carried on the responsible contractor's certified payroll report.

V. Truck drivers.

As outlined earlier in this Letter, a DOL administrative policy excludes *bona fide owner-operators of trucks who are independent contractors* from DBRA/CWHSSA provisions concerning their own hours of work and rate(s) of pay. These truck "owner-operators" must be reported on weekly payrolls *but* the payrolls do not need to show the hours worked or rates - only the notation "Owner-operator." **Note** that any laborers or mechanics, including truck drivers, employed by the owner-operator/independent contractor are subject to DBRA/CWHSSA provisions in the usual manner.

This policy **does not** pertain to owner-operators of other equipment such as backhoes, bulldozers, cranes and scrapers (i.e., power equipment as noted in paragraph IV, above).

These compliance standards shall take effect immediately. Any exceptions to these standards must be approved in advance in writing by HUD Headquarters Office of Labor Relations.

Any questions concerning this *Letter* may be directed to the Office of Labor Relations at (202)708-0370 or, in the case of HUD program participants, to the HUD Field Labor Relations Staff with jurisdiction for your area.

Visit the **Office of Labor Relations** on the World Wide Web HUD Home Page

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EXHIBIT “C”

SUPPLEMENTAL GENERAL CONDITIONS

SUPPLEMENTAL GENERAL CONDITIONS

1. APPRENTICES AND TRAINEES:

Apprentices will be permitted to work as such only when they are registered, individually, under a bona fide program registered with a State Apprenticeship Agency which is recognized by the Bureau of Apprenticeship and Training, U.S. Department of Labor; or, if no such Agency exists in a State, under a program registered with the Bureau of Apprenticeship and Training, U.S. Department of Labor. The allowable ratio of apprentices to journeymen in any craft classification shall not be greater than the ratio permitted to the contractor as to his entire workforce under the registered program. Any employees listed on a payroll at an apprentice wage rate, who is not a trainee as defined in paragraph 2(G), or is not registered as above, shall be paid the wage rate determined by the Secretary of Labor for the classification of work he actually performs. The contractor or subcontractor will be required to furnish written evidence of the registration of his program and apprentices as well as of the appropriate ratios and wage rates, for the area of construction prior to using any apprentices on the contract work.

Trainees will be permitted to work as such when they are bona fide trainees employed in accordance with a program approved by the U.S. Department of Labor, Manpower Administration Bureau of Apprenticeship and Training, and where the subparagraph below is applicable, in accordance with the provisions of Part 5a, Subtitle A, Title 29, Code of Federal Regulations (CFR).

On contracts in excess of \$10,000, the employment of all laborers and mechanics, including apprentices and trainees shall also be subject to the provisions of Part 5a, Subtitle A, Title 29, CFR. Apprentices and trainees shall be hired in accordance with the requirements of Part 5a.

2. MINIMUM WAGES:

All mechanics and laborers employed or working upon the site of the work, or under the United States Housing Act of 1937, or under the Housing Act of 1949 in the construction or the development of this project, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions permitted by regulations issued by the Secretary of Labor under the Copeland Act (29CFR Part 3), the full amounts due at the time of payment computed at wage rates not less than those contained in the wage determination decision of the Secretary of Labor contained herein, regardless of any contractual relationship which may be alleged to exist between the contractor and subcontractor and such laborers and mechanics; and the wage determination decision shall be posted by the contractor at the site of the work in a prominent place where it can be easily seen by the workers. The posted wage determination shall contain a statement showing all deductions in accordance with the provisions of this contract, to be made from wages actually earned by persons employed in each classification. For the purpose of this clause, contributions made or costs reasonably anticipated under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5 (a)(1)(iv).

The transporting of materials and supplies to or from the work site, and the manufacturing or furnishing of materials, articles, supplies, or equipment on or to the site by employees of the contractor or any subcontractor, is work to which these Federal Labor Standards Provisions apply.

Also for the purpose of this clause, regular contributions made or costs incurred for more than a weekly period under plans, funds, or programs, but covering the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

The owner shall require that any class of laborers or mechanics, including apprentices and trainees, which is not listed in the wage determination and which is to be employed under this contract, shall be classified or reclassified conforming to the wage determination classification and a report of the action taken shall be sent by the local administering agency to the Secretary of Labor. In the event the interested parties cannot agree on the classification or reclassification of a particular class of laborers or mechanics (including apprentices and trainees) to be used, the question accompanied by the recommendation of the contracting officer shall be referred to the Secretary for final determination.

The owner shall require that whenever the minimum wage rate prescribed in the contract for a particular class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly wage rate and the contractor is obligated to pay the cash equivalent of such fringe benefit, an hourly cash equivalent thereto will be established. In the event the interested parties cannot agree upon a cash equivalent for that fringe benefit, the question and accompanying recommendation of the owner shall be referred to the Secretary of Labor for determination.

If the contractor does not make payments to a trustee or other third person, he may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing benefits under a plan or program of a type expressly listed in the wage determination decision of the Secretary of Labor which is a part of this contract; provided however, that the Secretary of Labor has found, upon written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside, in a separate account, assets for the meeting of obligations under the plan or program.

The contractor agrees to comply with Executive Order 11588 issued March 29, 1971, and any other Executive Order, statute, or regulation regarding the stabilization of wages and prices in the construction industry.

A. Complaints, Proceedings, or Testimony by Employees;

No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this contract are applicable shall be discharged or, in any other manner, discriminated against by the contractor or any subcontractor because the employee has filed a complaint or instituted (or caused to be instituted) any proceeding or who has testified (or is about to testify) in any proceeding under or relating to the applicable labor standards of this contract with his employer.

B. Claims and Disputes Pertaining to Wage Rates;

Claims and disputes pertaining to wage rates or to classifications of laborers and mechanics employed upon the work covered by this contract shall be promptly reported by the contractor in writing to the Town.

C. Questions concerning certain Federal statutes and regulations;

All questions arising under this contract which relate to the application or interpretation of any of the five following requirements shall be directed to the Town.

1. Anti-kickback Act,
2. Contract work hours and Safety Standards Act,
3. Davis-Bacon Act,
4. Secretary of Labor's regulations pertaining to 1, 2 and 3 above,
5. The labor standards provisions of any other pertinent Federal statute.

3. OVERTIME REQUIREMENTS:

No contractor or subcontractor shall require or permit any laborer or mechanic to work in excess of eight hours in any calendar day or in excess of forty hours in any workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times his basic rate of pay for all hours in excess of eight hours/day or in excess of forty hours/week, as the case may be.

In the event of any violation of the above, the contractor and any subcontractor responsible therefore, shall be liable to any affected employee for his unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Liquidated damages shall be computed at \$10.00 per calendar day for each laborer or mechanic required or permitted to work in excess of eight hours or in excess of the standard week of forty hours without payment of the overtime wages required.

The Municipality may withhold or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor, any sums necessary to satisfy any liabilities of the contractor or subcontractor for unpaid wages and liquidated damages.

The contractor shall insert the foregoing stipulation in all subcontracts. Furthermore, subcontractors are to include these same requirements in any lower-tier subcontracts into which they may enter.

4. EQUAL EMPLOYMENT OPPORTUNITY:

- A. 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, mental retardation 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. 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 with out regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, 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;
- B. 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;
- C. The contractor agrees to provide each labor union or representative of workers with such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the commission advising the labor union or workers’ representative of the contractor’s commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;
- D. The contractor agrees to comply with each provision of Conn. Gen. Stat. §§ 4a-60, 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to Conn. Gen. Stat. §§ 46a-56, as amended by Section 5 of Public Act 89-253, 46a-68e;
- E. The contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor as relate to the provisions of this section and section 46a-56. If the contract is a public work contract, the contractor agrees and warrants that he will make good faith efforts to employ minority and women business enterprises as subcontractors and suppliers of materials on such public works project.

Pursuant to the provisions of Conn. Stat. Sect. 4a-60a.

- A. 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 orientations, in any manner prohibited by the laws of the United States or of the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation;
- B. 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;
- C. The contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f of the general statutes and with each regulation or relevant order issued by said Commission pursuant to section 46a-56, 46a-68e and 46a-68f of the general statutes;
- D. The contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor as relate to the provisions of this section and section 46a-56 of the general statutes.

Executive Order 11246.30 Federal Regulations 12319 (1965) Equal Opportunity Clause.

“During the performance of this contract, the contractor agrees as follows:

- A. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertisement; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, and to make available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- C. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the contractor's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The contractor will comply with all provisions of (Federal) Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the (United States) Secretary of Labor.
- E. The contractor will furnish all information and reports required by (Federal) Executive Order 11246 of September 24, 1965, and by the rules and regulations, and orders of the (United States) Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by HUD, by the State Department of Housing and by the (United States) Secretary of Labor, for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- F. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further (United States) Government contracts or federally assisted construction contracts procedures authorized in (Federal) Executive Order 11246 of September 24, 1965, or order of the (United States) Secretary of Labor, or as otherwise provided by law.
- G. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the (United States) Secretary of Labor issued pursuant to Section 204 of (Federal) Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as HUD (or the Commissioner of the Connecticut Department of Economic and Community Development) shall 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 vendor as a result of such direction by HUD (or the Commissioner of the Connecticut Department of Economic and Community Development), the contractor may request the United States to enter into such litigation to protect the interest of the United States"

Exemptions from above Equal Employment Opportunity Clause (4)(CFR Chap. 60):

- A. Contracts and subcontracts of \$10,000 or less (other than Government bills of lading) are exempt. The amount of the contract, rather than the amount of the Federal financial assistance shall govern in determining the applicability of this exemption.
- B. Except in the case of subcontracts for the performance of construction work at the site of construction, the clause shall not be required to be inserted in subcontracts below the second tier.
- C. Contracts and subcontracts of \$100,000 or less for standard commercial supplies or raw materials are exempt.

The contractor shall not be nor enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

The contractor shall carry out sanctions and penalties for violation of these specifications and the Equal Employment Clause, including suspension, termination and cancellation of existing subcontracts, as imposed or ordered by the Office of Federal Contract Compliance in accordance with Executive Order 11246. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in the sub-paragraphs above, so as to achieve maximum results from its employees to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

The contractor shall designate a responsible official to monitor all employment-related activity in order to ensure that the company EEO policy is being carried out. The designated official must keep records and submit reports relating to the provisions hereof as required by the Municipality. Records shall include for each employee the name, address, telephone numbers, construction trade union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g. mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

Nothing herein shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application or requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

Executive Order Number 3.

This contract is subject to the provisions of Executive Order No. 3 of Governor Thomas J. Meskill promulgated June 16, 1971, and, as such, this contract may be canceled, terminated, or suspended by the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Three, or any State or Federal law concerning nondiscrimination, notwithstanding that the Labor Commissioner is not a party to this contract. The parties to this contract, as part of the consideration hereof, agree that said Executive Order No. Three is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to contract performance in regard to nondiscrimination, until the contract is completed or terminated prior to completion.

Executive Order Number 17.

This contract is subject to the provision of Executive Order No. 17 of Governor Thomas J. Meskill, promulgated February 15, 1973, and, as such, this contract may be canceled, terminated, or suspended by the Commissioner of Department of Housing or the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Seventeen, notwithstanding that the Labor Commissioner may not be a party to this contract. The parties to this contract, as part of the consideration hereof, agree that Executive Order No. Seventeen is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the Commissioner of Department of Housing and the State Labor Commissioner shall have joint and continuing jurisdiction in respect to listing all employment openings with the Connecticut State Employment Service.

Certification of Nonsegregated Facilities as required by 41CFR 60-1.8, must be submitted prior to the award of federally assisted construction contracts exceeding \$10,000 which are not exempt from the provisions of the Equal Employment Clause.

Contractors receiving federally assisted construction contract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Employment Clause shall be required to provide for the forwarding of the following notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Employment Clause:

- A. A certification of non-segregated facilities as required by the 32CFR 7439, May 19, 1967, must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Employment Opportunity Clause.

- B.** Contractors receiving subcontract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Employment Opportunity Clause shall be required to provide for the forwarding of this notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Employment Opportunity Clause.

5. COPELAND "ANTI-KICKBACK" PROVISIONS:

The provisions of this section prescribe "Anti-Kickback" regulations under Section 2 of the Act of June 13, 1964, as amended (40 U.S.C. 276c), popularly known as the Copeland Act.

Each contractor or subcontractor shall furnish each week a Statement of Compliance, Form ED-162, to accompany the weekly submission of payroll forms.

Anyone making and/or using a fraudulent document or statement of entry, in any matter within the jurisdiction of any department or agency of the United States, is subject to being fined up to \$10,000 or imprisoned for up to five years, or both (refer to 18 USC 1001-72 Stat.967).

The provisions of this section shall not apply to any contract of \$2,000 or less.

Upon a written finding by the head of a Federal Agency, the Secretary of Labor may provide reasonable limitations, variations, tolerances, and exemptions from the requirements of this section subject to such conditions as the Secretary of Labor may specify.

Deductions made under the circumstances or in the situations described in the paragraphs below may be made without application to and approval of the Secretary of Labor.

- A.** Any deduction made in compliance with the requirements of Federal, State, or local law such as Federal or State withholding income taxes and Federal Social Security taxes.
- B.** Any deductions of sums previously paid to the employee as a bona fide prepayment of wages when such prepayment is made without discount or interest. A "bona fide prepayment of wages" is considered to have been made only when cash or its equivalent has been advanced to the employee in such a manner as to give the employee complete freedom of disposition of the advanced funds.
- C.** Any deduction of amounts required by court process to be paid to another unless the deduction is in favor of the contractor, subcontractor, or any affiliated person, or when collusion or collaboration exists.
- D.** Any deduction constituting a contribution on behalf of the employee to funds established by the employer or representative of the employees, or both, for the purpose of providing either from principal or income, or both, medical or hospital care, pensions or annuities or retirement, death benefits, compensation for injuries, illness, accidents, sickness, or disability, or for insurance to provide any of the foregoing, or unemployment benefits, vacation pay, savings accounts, or similar payments for the benefit of employees, their families and dependents; provided, however, that the following standards are met:
 - 1. The deduction is not otherwise prohibited by law.
 - 2. It is either voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of or for the continuation of employment, or provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees.
 - 3. No profit or other benefit is otherwise obtained, directly or indirectly, by the contractor or subcontractor or any affiliated person in the form of commission, dividend, or otherwise.
 - 4. The deductions shall serve the convenience and interest of the employee.
- E.** Any deduction contributing toward the purchase of United States Defense Stamps and Bonds when voluntarily authorized by the employee.

- F.** Any deduction requested by the employee to enable him to repay loans to or to purchase shares in credit unions organized and operated in accordance with Federal and State credit union statutes.
 - G.** Any deductions voluntarily authorized by the employee for making contributions to Community Chests, United Givers Funds and similar charitable organizations.
 - H.** Any deductions voluntarily authorized by the employee for making contributions to governmental or quasi-governmental agencies.
 - I.** Any deductions to pay regular union initiation fees and membership dues (not including fines or special assessments) as long as a collective bargaining agreement between the contractor or subcontractor and representatives of its employees provided for such deductions and the deductions are not otherwise prohibited by law.
 - J.** Any deductions not more than for the "reasonable cost" of board, lodging, or other facilities meeting the requirements of section 3(m) of the Fair Labor Standards Act of 1938, as amended, and Part 531 of this title. When such a deduction is made, the additional records required under S516.25(a) of this title shall be kept.
- 6.** By execution of this agreement, the municipality hereby certifies that for all subgrants, contacts and subcontracts:
- A.** No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - B.** If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or Federal contract, grant, loan, or cooperative agreement, the Municipality shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - C.** The Municipality shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

EXHIBIT “D”

FEDERAL LABOR STANDARDS PROVISIONS

Federal Labor Standards Provisions

U.S. Department of Housing and Urban Development Office of Labor Relations

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under

29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1) (ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347i_nstr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

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

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

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false.....

shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

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

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such

territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in sub paragraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages.

HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

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

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

EXHIBIT “E”

STATE PREVAILING WAGE AND SALARY RATES

**(CONSTRUCTION PROJECTS OVER \$100,000;
REHAB)**

NOTICE TO BIDDER: The CT DOL Wage and Workplace Standards Division Public Contract Compliance Unit has provided the attached rates. Contractors should visit <https://www.ctdol.state.ct.us/wgwkstnd/prevailwage.htm> for additional information, as well as the *Prevailing Wage Bid Package*, all of which are hereby incorporated and deemed to be part of this bid package.

Minimum Rates and Classifications for
Building Construction

ID#: 20-17738

Connecticut Department of Labor
Wage and Workplace Standards Division

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

Project Number: Stratford

Project Town: Stratford

State#: Stratford

FAP#: Stratford

Project: Renovations to the Baldwin Senior Center (Stratford)

CLASSIFICATION	Hourly Rate	Benefits
1b) Asbestos/Toxic Waste Removal Laborers: Asbestos removal and encapsulation (except its removal from mechanical systems which are not to be scrapped), toxic waste removers, blasters. **See Laborers Group 7**		
1c) Asbestos Worker/Heat and Frost Insulator	42.07	30.99
2) Boilermaker	38.34	26.01
3a) Bricklayer, Cement Mason, Concrete Finisher (including caulking), Stone Masons	35.71	33.31 + a
3b) Tile Setter	34.9	25.87
3c) Terrazzo Mechanics and Marble Setters	31.69	22.35
3d) Tile, Marble & Terrazzo Finishers	26.7	21.75
3e) Plasterer	33.48	32.06
-----LABORERS-----		
4) Group 1: Laborers (common or general), acetylene burners, concrete specialists, wrecking laborers, fire watchers.	31.0	22.15
4a) Group 2: Mortar mixers, plaster tender, power buggy operators, powdermen, fireproofers/mixer/nozzleman (Person running mixer and spraying fireproof only).	31.25	22.15

Project: Renovations to the Baldwin Senior Center (Stratford)

4b) Group 3: Jackhammer operators/pavement breaker, mason tender (brick), mason tender (cement/concrete), forklift operators and forklift operators (masonry).	31.5	22.15
4c) **Group 4: Pipelayers (Installation of water, storm drainage or sewage lines outside of the building line with P6, P7 license) (the pipelayer rate shall apply only to one or two employees of the total crew who primary task is to actually perform the mating of pipe sections) P6 and P7 rate is \$26.80.	32.0	22.15
4d) Group 5: Air track operator, sand blaster and hydraulic drills.	31.75	22.15
4e) Group 6: Blasters, nuclear and toxic waste removal.	34.0	22.15
4f) Group 7: Asbestos/lead removal and encapsulation (except it's removal from mechanical systems which are not to be scrapped).	32.0	22.15
4g) Group 8: Bottom men on open air caisson, cylindrical work and boring crew.	29.28	22.15
4h) Group 9: Top men on open air caisson, cylindrical work and boring crew.	28.74	22.15
4i) Group 10: Traffic Control Signalman	18.0	22.15
5) Carpenter, Acoustical Ceiling Installation, Soft Floor/Carpet Laying, Metal Stud Installation, Form Work and Scaffold Building, Drywall Hanging, Modular-Furniture Systems Installers, Lathers, Piledrivers, Resilient Floor Layers.	34.53	25.64
5a) Millwrights	34.94	26.19
6) Electrical Worker (including low voltage wiring) (Trade License required: E1,2 L-5,6 C-5,6 T-1,2 L-1,2 V-1,2,7,8,9)	39.92	28.75+3% of gross wage
7a) Elevator Mechanic (Trade License required: R-1,2,5,6)	55.12	34.765+a+b
-----LINE CONSTRUCTION-----		
Groundman	26.5	6.5% + 9.00
Linemen/Cable Splicer	48.19	6.5% + 22.00
8) Glazier (Trade License required: FG-1,2)	39.18	22.55 + a

As of: December 1, 2020

Project: Renovations to the Baldwin Senior Center (Stratford)

9) Ironworker, Ornamental, Reinforcing, Structural, and Precast Concrete Erection	36.67	37.62 + a
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----OPERATORS----		
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Group 1: Crane handling or erecting structural steel or stone, hoisting engineer 2 drums or over, front end loader (7 cubic yards or over), work boat 26 ft. and over and Tunnel Boring Machines. (Trade License Required)	42.45	25.30 + a
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Group 2: Cranes (100 ton rate capacity and over); Excavator over 2 cubic yards; Piledriver (\$3.00 premium when operator controls hammer); Bauer Drill/Caisson. (Trade License Required)	42.11	25.30 + a
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Group 3: Excavator; Backhoe/Excavator under 2 cubic yards; Cranes (under 100 ton rated capacity), Grader/Blade; Master Mechanic; Hoisting Engineer (all types of equipment where a drum and cable are used to hoist or drag material regardless of motive power of operation), Rubber Tire Excavator (Drott-1085 or similar); Grader Operator; Bulldozer Fine Grade. (slopes, shaping, laser or GPS, etc.). (Trade License Required)	41.32	25.30 + a
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Group 4: Trenching Machines; Lighter Derrick; Concrete Finishing Machine; CMI Machine or Similar; Koehring Loader (Skooper).	40.91	25.30 + a
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Group 5: Specialty Railroad Equipment; Asphalt Paver; Asphalt Reclaiming Machine; Line Grinder; Concrete Pumps; Drills with Self Contained Power Units; Boring Machine; Post Hole Digger; Auger; Pounder; Well Digger; Milling Machine (over 24	40.28	25.30 + a
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Group 5 continued: Side Boom; Combination Hoe and Loader; Directional Driller; Pile Testing Machine.	40.28	25.30 + a
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Group 6: Front End Loader (3 up to 7 cubic yards); Bulldozer (rough grade dozer).	39.95	25.30 + a
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Group 7: Asphalt roller, concrete saws and cutters (ride on types), vermeer concrete cutter, Stump Grinder; Scraper; Snooper; Skidder; Milling Machine (24	39.59	25.30 + a
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Group 8: Mechanic, grease truck operator, hydroblaster; barrier mover; power stone spreader; welding; work boat under 26 ft.; transfer machine.	39.17	25.30 + a
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Group 9: Front end loader (under 3 cubic yards), skid steer loader regardless of attachments, (Bobcat or Similar): forklift, power chipper; landscape equipment (including Hydroseeder).	38.71	25.30 + a
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Group 10: Vibratory hammer; ice machine; diesel and air, hammer, etc.	36.54	25.30 + a
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Group 11: Conveyor, earth roller, power pavement breaker (whiphammer), robot demolition equipment.	36.54	25.30 + a
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As of: December 1, 2020

Project: Renovations to the Baldwin Senior Center (Stratford)

Group 12: Wellpoint operator.	36.48	25.30 + a
Group 13: Compressor battery operator.	35.86	25.30 + a
Group 14: Elevator operator; tow motor operator (solid tire no rough terrain).	34.66	25.30 + a
Group 15: Generator Operator; Compressor Operator; Pump Operator; Welding Machine Operator; Heater Operator.	34.23	25.30 + a
Group 16: Maintenance Engineer/Oiler.	33.54	25.30 + a
Group 17: Portable asphalt plant operator; portable crusher plant operator; portable concrete plant operator.	38.11	25.30 + a
Group 18: Power safety boat; vacuum truck; zim mixer; sweeper; (Minimum for any job requiring a CDL license).	35.53	25.30 + a
-----PAINTERS (Including Drywall Finishing)-----		
10a) Brush and Roller	35.62	22.55
10b) Taping Only/Drywall Finishing	36.37	22.55
10c) Paperhanger and Red Label	36.12	22.55
10e) Blast and Spray	38.62	22.55
11) Plumber (excluding HVAC pipe installation) (Trade License required: P-1,2,6,7,8,9 J-1,2,3,4 SP-1,2)	44.63	32.95
12) Well Digger, Pile Testing Machine	37.26	24.05 + a
Rofer: Cole Tar Pitch	42.0	19.55 + a
Rofer: Slate, Tile, Composition, Shingles, Singly Ply and Damp/Waterproofing	40.5	19.55 + a
15) Sheetmetal Worker (Trade License required for HVAC and Ductwork: SM-1,SM-2,SM-3,SM-4,SM-5,SM-6)	46.92	42.80
16) Pipefitter (Including HVAC work) (Trade License required: S-1,2,3,4,5,6,7,8 B-1,2,3,4 D-1,2,3,4, G-1, G-2, G-8 & G-9)	44.63	32.95

-----TRUCK DRIVERS-----

17a) 2 Axle	29.86	25.79 + a
17b) 3 Axle, 2 Axle Ready Mix	29.97	25.79 + a
17c) 3 Axle Ready Mix	30.03	25.79 + a
17d) 4 Axle, Heavy Duty Trailer up to 40 tons	30.08	25.79 + a
17e) 4 Axle Ready Mix	30.13	25.79 + a
17f) Heavy Duty Trailer (40 Tons and Over)	30.35	25.79 + a
17g) Specialized Earth Moving Equipment (Other Than Conventional Type on-the-Road Trucks and Semi-Trailers, Including Euclids)	30.13	25.79 + a
18) Sprinkler Fitter (Trade License required: F-1,2,3,4)	45.92	26.08 + a
19) Theatrical Stage Journeyman	25.76	7.34

Project: Renovations to the Baldwin Senior Center (Stratford)

Welders: Rate for craft to which welding is incidental.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

As of: December 1, 2020

Project: Renovations to the Baldwin Senior Center (Stratford)

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

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

As of: December 1, 2020

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

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

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

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

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

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

Informational Bulletin

THE 10-HOUR OSHA CONSTRUCTION SAFETY AND HEALTH COURSE

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

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

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

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

Statute 31-55a

You are here: [DOL Web Site](#) ▶ [Wage and Workplace Standards](#) ▶ Statute 31-55a

- Special Notice -

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

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

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

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

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

← -- [Workplace Laws](#)

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CONNECTICUT DEPARTMENT OF LABOR
WAGE AND WORKPLACE STANDARDS DIVISION

CONTRACTORS WAGE CERTIFICATION FORM

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

do hereby certify that the _____
 Company Name

 Street

 City

and all of its subcontractors will pay all workers on the

 Project Name and Number

 Street and City

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

 Signed

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

 Notary Public

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

Rate Schedule Issued (Date): _____

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

In accordance with Connecticut General Statutes, 31-53 Certified Payrolls with a statement of compliance shall be submitted monthly to the contracting agency.											PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECTS										Connecticut Department of Labor Wage and Workplace Standards Division 200 Folly Brook Blvd. Wethersfield, CT 06109				
CONTRACTOR NAME AND ADDRESS:											SUBCONTRACTOR NAME & ADDRESS						WORKER'S COMPENSATION INSURANCE CARRIER								
PAYROLL NUMBER		Week-Ending Date		PROJECT NAME & ADDRESS							Total ST Hours		BASE HOURLY RATE		TYPE OF FRINGE BENEFITS Per Hour 1 through 6 (see back)		GROSS PAY FOR ALL WORK PERFORMED THIS WEEK		TOTAL DEDUCTIONS				GROSS PAY FOR THIS PREVAILING RATE JOB		CHECK # AND NET PAY
PERSON/WORKER, ADDRESS and SECTION	APPR RATE %	MALE/FEMALE AND RACE*	WORK CLASSIFICATION	DAY AND DATE							Total O/T Hours	TOTAL FRINGE BENEFIT PLAN CASH	FICA	FEDERAL WITH-HOLDING	STATE WITH-HOLDING	LIST OTHER	GROSS PAY FOR THIS PREVAILING RATE JOB	CHECK # AND NET PAY							
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7/13/2009 *IF REQUIRED
WWS-CPI

*SEE REVERSE SIDE

PAGE NUMBER ____ OF

***FRINGE BENEFITS EXPLANATION (P):**

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

Please specify the type of benefits provided:

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

CERTIFIED STATEMENT OF COMPLIANCE

For the week ending date of _____,

I, _____ of _____, (hereafter known as

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

Section A:

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

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

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

 (Signature) (Title) Submitted on (Date)

Section B: Applies to CONNDOT Projects ONLY

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

 (Signature) (Title) Submitted on (Date)

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

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

PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECTS

WEEKLY PAYROLL

PERSON/WORKER, ADDRESS and SECTION	APPR RATE %	MALE/ FEMALE AND RACE*	WORK CLASSIFICATION Trade License Type & Number - OSHA 10 Certification Number	DAY AND DATE							Total ST Hours	BASE HOURLY RATE	TYPE OF FRINGE BENEFITS Per Hour 1 through 6 (see back)	GROSS PAY FOR ALL WORK PERFORMED THIS WEEK	TOTAL DEDUCTIONS				GROSS PAY FOR THIS PREVAILING RATE JOB	CHECK # AND NET PAY																																																																																																																																																																																																																		
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*IF REQUIRED

Information Bulletin

Occupational Classifications

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

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

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

- **ASBESTOS WORKERS**

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

- **ASBESTOS INSULATOR**

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

- **BOILERMAKERS**

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

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

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

- **CARPENTERS, MILLWRIGHTS. PILEDIVERMEN. LATHERS. RESILIENT FLOOR LAYERS, DOCK BUILDERS, DIKERS, DIVER TENDERS**

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

- **CLEANING LABORER**

The clean up of any construction debris and the general cleaning, including sweeping, wash down, mopping, wiping of the construction facility, washing, polishing, dusting, etc., prior to the issuance of a certificate of occupancy falls under the *Labor classification*.

- **DELIVERY PERSONNEL**

If delivery of supplies/building materials is to one common point and stockpiled there, prevailing wages are not required. If the delivery personnel are involved in the distribution of the material to multiple locations within the construction site then they would have to be paid prevailing wages for the type of work performed: laborer, equipment operator, electrician, ironworker, plumber, etc.

An example of this would be where delivery of drywall is made to a building and the delivery personnel distribute the drywall from one "stockpile" location to further sub-locations on each floor. Distribution of material around a construction site is the job of a laborer/tradesman and not a delivery personnel.

- **ELECTRICIANS**

Install, erect, maintenance, alteration or repair of any wire, cable, conduit, etc., which generates, transforms, transmits or uses electrical energy for light, heat, power or other purposes, including the Installation or maintenance of telecommunication, LAN wiring or computer equipment, and low voltage wiring.

***License required per Connecticut General Statutes: E-1,2 L-5,6 C-5,6 T-1,2 L-1,2 V-1,2,7,8,9.**

- **ELEVATOR CONSTRUCTORS**

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

- **FORK LIFT OPERATOR**

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

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

- **GLAZIERS**

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

- **IRONWORKERS**

Erection, installation and placement of structural steel, precast concrete, miscellaneous iron, ornamental iron, metal curtain wall, rigging and reinforcing steel. Handling, sorting, and installation of reinforcing steel (rebar). Metal bridge rail (traffic), metal bridge handrail, and decorative security fence installation. Installation of aluminum window walls and curtain walls is the "joint" work of glaziers and ironworkers which requires either a blended rate or equal composite workforce. Insulated metal and insulated composite panels are still installed by the Ironworker.

- **INSULATOR**

Installing fire stopping systems/materials for "Penetration Firestop Systems": transit to cables, electrical conduits, insulated pipes, sprinkler pipe penetrations, ductwork behind radiation, electrical cable trays, fire rated pipe penetrations, natural polypropylene, HVAC ducts, plumbing bare metal, telephone and communication wires, and boiler room ceilings. Past practice using the applicable licensed trades, Plumber, Sheet Metal, Sprinkler Fitter, and Electrician, is not inconsistent with the Insulator classification and would be permitted.

- **LABORERS**

Acetylene burners, asphalt rakers, chain saw operators, concrete and power buggy operator, concrete saw operator, fence and guard rail erector (except metal bridge rail (traffic), metal bridge handrail, and decorative security fence installation.), hand operated concrete vibrator operator, mason tenders, pipelayers (installation of storm drainage or sewage lines on the street only), pneumatic drill operator, pneumatic gas and electric drill operator, powermen and wagon drill operator, air track operator, block paver, curb setters, blasters, concrete spreaders.

- **PAINTERS**

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

- **LEAD PAINT REMOVAL**

Painter's Rate

1. Removal of lead paint from bridges.
2. Removal of lead paint as preparation of any surface to be repainted.
3. Where removal is on a Demolition project prior to reconstruction.

Laborer's Rate

1. Removal of lead paint from any surface NOT to be repainted.
2. Where removal is on a *TOTAL* Demolition project only.

- **PLUMBERS AND PIPEFITTERS**

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

- **POWER EQUIPMENT OPERATORS**

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

- **ROOFERS**

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

- **SHEETMETAL WORKERS**

Fabricate, assembles, installs and repairs sheetmetal products and equipment in such areas as ventilation, air-conditioning, warm air heating, restaurant equipment, architectural sheet metal work, sheetmetal roofing, and aluminum gutters.

Fabrication, handling, assembling, erecting, altering, repairing, etc. of coated metal material panels and composite metal material panels when used on building exteriors and interiors as soffits, fascia, louvers, partitions, wall panel siding, canopies, cornice, column covers, awnings, beam covers, cladding, sun shades, lighting troughs, spires, ornamental roofing, metal ceilings, mansards, copings, ornamental and ventilation hoods, vertical and horizontal siding panels, trim, etc.

The sheet metal classification also applies to the vast variety of coated metal material panels and composite metal material panels that have evolved over the years as an alternative to conventional ferrous and non-ferrous metals like steel, iron, tin, copper, brass, bronze, aluminum, etc. Insulated metal and insulated composite panels are still installed by the Iron Worker. Fabrication, handling, assembling, erecting, altering, repairing, etc. of architectural metal roof, standing seam roof, composite metal roof, metal and composite bathroom/toilet partitions, aluminum gutters, metal and composite lockers and shelving, kitchen equipment, and walk-in coolers.

- **SPRINKLER FITTERS**

Installation, alteration, maintenance and repair of fire protection sprinkler systems.

***License required per Connecticut General Statutes: F-1,2,3,4.**

- **TILE MARBLE AND TERRAZZO FINISHERS**

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

- **TRUCK DRIVERS**

Definitions:

1) “Site of the work” (29 Code of Federal Regulations (CFR) 5.2(l)(b) is the physical place or places where the building or work called for in the contract will remain and any other site where a significant portion of the building or work is constructed, provided that such site is established specifically for the performance of the contract or project;

(a) Except as provided in paragraph (l) (3) of this section, job headquarters, tool yards, batch plants, borrow pits, etc. are part of the “site of the work”; provided they are dedicated exclusively, or nearly so, to the performance of the contract or project, and provided they are adjacent to “the site of work” as defined in paragraph (e)(1) of this section;

(b) Not included in the “site of the work” are permanent home offices, branch plant establishments, fabrication plants, tool yards etc, of a contractor or subcontractor whose location and continuance in operation are determined wholly without regard to a particular State or political subdivision contract or uncertain and indefinite periods of time involved of a few seconds or minutes duration and where the failure to count such time is due to consideration justified by industrial realities (29 CFR 785.47)

2) “Engaged to wait” is waiting time that belongs to and is controlled by the employer which is an integral part of the job and is therefore compensable as hours worked. (29 CFR 785.15)

3) “Waiting to be engaged” is waiting time that an employee can use effectively for their own purpose and is not compensable as hours worked. (29 CFR 785.16)

4) “De Minimus” is a rule that recognizes that unsubstantial or insignificant periods of time which cannot as a practical administrative matter be precisely recorded for payroll purposes, may be disregarded. This rule applies only where there are uncertain and indefinite periods of time involved of a short duration and where the failure to count such time is due to consideration justified by worksite realities. For example, with respect to truck drivers on prevailing wage sites, this is typically less than 15 minutes at a time.

Coverage of Truck Drivers on State or Political subdivision Prevailing Wage Projects

Truck drivers are covered for payroll purposes under the following conditions:

- Truck Drivers for time spent working on the site of the work.
- Truck Drivers for time spent loading and/or unloading materials and supplies on the site of the work, if such time is not de minimus

- Truck drivers transporting materials or supplies between a facility that is deemed part of the site of the work and the actual construction site.
- Truck drivers transporting portions of the building or work between a site established specifically for the performance of the contract or project where a significant portion of such building or work is constructed and the physical places where the building or work outlined in the contract will remain.

For example: Truck drivers delivering asphalt are covered under prevailing wage while “engaged to wait” on the site and when directly involved in the paving operation, provided the total time is not “de minimus”

Truck Drivers are not covered in the following instances:

- Material delivery truck drivers while off “the site of the work”
- Truck Drivers traveling between a prevailing wage job and a commercial supply facility while they are off the “site of the work”
- Truck drivers whose time spent on the “site of the work” is de minimus, such as under 15 minutes at a time, merely to drop off materials or supplies, including asphalt.

These guidelines are similar to U.S. Labor Department policies. The application of these guidelines may be subject to review based on factual considerations on a case by case basis.

For example:

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

Any questions regarding the proper classification should be directed to:

*Public Contract Compliance Unit
Wage and Workplace Standards Division
Connecticut Department of Labor
200 Folly Brook Blvd, Wethersfield, CT 06109
(860) 263-6543*

Connecticut Department of Labor
Wage and Workplace Standards Division
FOOTNOTES

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

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

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

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

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

Elevator Constructors: Mechanics

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

Glaziers

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

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

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

Connecticut Department of Labor
Wage and Workplace Standards Division
FOOTNOTES

Ironworkers

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

Laborers (Tunnel Construction)

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

Roofers

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

Sprinkler Fitters

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

Truck Drivers

(Heavy and Highway Construction & Building Construction)

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

EXHIBIT “F”

**CONTRACTOR/
SUBCONTRACTOR
CERTIFICATION FORMS**

**FORMS
TABLE OF CONTENTS**

To be completed by:

CONTRACTOR

- 1) Non-Collusion Affidavit of Prime Bidder
- 2) Certification of Bidder Regarding Equal Employment Opportunity
- 3) Contractors Certification Concerning Labor Standards and Prevailing Wage Requirements
- 4) Proposed Subcontractors Breakdown
- 5) Estimated Project Workforce Breakdown - Table B
- 6) ****Section 3 Compliance Forms**
- 7) CT DOL, Contractors Wage Certification Form
- 8) Connecticut Department of Labor Davis-Bacon Apprentice Certification Questionnaire
- 9) Monthly Utilization Report
- 10) Contractor Certification Regarding OSHA

SUBCONTRACTOR

- 1) Non-Collusion Affidavit of Subcontractor
- 2) Certification of Proposed Subcontractor Regarding Equal Employment Opportunity
- 3) Subcontractors Certification Concerning Labor Standards and Prevailing Wage Requirements
- 4) ****Section 3 Compliance Forms (To be completed on contracts over \$100,000)**
- 5) Connecticut Department of Labor Davis-Bacon Apprentice Certification Questionnaire
- 6) Monthly Utilization Report
- 7) Subcontractor Certification Regarding OSHA

**** Section 3 Compliance material is only required if the project bid is over \$100,000 or if the total construction cost including Change Orders is expected to exceed \$100,000.**

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____)
 _____)
 County of _____)

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

1. He is _____ of
 the Bidder who has submitted the attached Bid;
2. He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent
 circumstances respecting such Bid:
3. Such Bid is genuine and is not a collusive or sham Bid:
4. Neither the said Bidder nor any of its officers, partners, owners, representatives, employees or parties in
 interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly
 with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for
 which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has
 in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with
 any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix
 any overhead, profit or cost element of the Bid price or the Bid price of any Bidder, or to secure through any
 collusion, conspiracy, connivance or unlawful agreement any advantage against the _____ (Owner),
 or any other person interested in the proposed Contract; and
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion,
 conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives,
 owners, employees, or parties in interest, including this affiant.

(Signature)

(Date)

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

Title

My commission expires: _____

CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

PROJECT NUMBER:

GENERAL

In accordance with Executive Order 11246 (30 F.R. 12319-25), the implementing rules and regulations thereof, and orders of the Secretary of Labor, a Certification regarding Equal Opportunity is required of bidders or prospective contractors and their proposed subcontractors prior to the award of contracts or subcontracts.

CERTIFICATION OF BIDDER

Bidders Name: _____

Address: _____

Internal Revenue Service Employer Identification Number: _____

1. Participation in a previous contract or subcontract:

A. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause
Yes No

B. Compliance reports were required to be filed in connection with such contract or subcontract
 Yes No

C. Bidder has filed all compliance reports required by Executive Orders 10925, 11114, 11246 or by regulations of the Equal Employment Opportunity Commission issued pursuant to Title VII of the Civil Rights Act of 1964 Yes No

D. If answer to item C is "No", please explain in detail on the reverse side of this certification.

2. Dollar amount of bid: \$ _____

3. Anticipated performance period _____ days.

4. Expected total number of employees who will perform the proposed construction _____.

5. Non-segregated facilities

A. Notice to Prospective Federally-Assisted Construction Contractors:

I. A Certification of Non-segregated Facilities, as required by the May 9, 1967, order (32 F.R. 7439, May 19, 1967) on Elimination of Segregated Facilities, by the Secretary of Labor, must be submitted to the recipient prior to the award of a federally-assisted construction contract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity Clause.

II. Contractors receiving federally-assisted construction contract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause will be required to provide for the forwarding of the following notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity clause:

B. Notice to Prospective Subcontractors of Requirement for Certification of Non-segregated Facilities:

- I. A Certification of Nonsegregated Facilities, as required by the May 9, 1967, order (32 F.R. 7439, May 19, 1967) on Elimination of Segregated Facilities, by the Secretary of Labor, must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity Clause.
- II. Contractors receiving subcontract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause will be required to provide for the forwarding of this notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity clause:

C. Certification of Non-segregated Facilities

The federally-assisted construction contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally-assisted construction contractor certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally-assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. The federally-assisted construction contractor agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications in duplicate from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain the duplicate of such certifications in his files. The contractor will include the original in his Bid Package.

6. Race or ethnic group designation of bidder. Enter race or ethnic group in the appropriate box:

- Black
- Spanish American
- Oriental
- American Indian
- Eskimo
- Aleut
- White (other than Spanish American)
- Portuguese

Remarks:

Certification: The information above is true and complete to the best of my knowledge and belief.

Bidder's Name and Title of signer (please print)

Signature Date

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

CONTRACTORS CERTIFICATION
CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS

To (Department, Agency, or Bureau)

Date

c/o

Project Number

Project Name

1. The undersigned, having executed a contract with _____ for the Construction of the above-identified project, acknowledges that:
 - a) The Labor Standards provisions are included in the aforesaid contract:
 - b) Correction of any infractions of the aforesaid conditions, including infractions by any of his subcontractors and any lower tier subcontractors, is his responsibility;

 2. He certifies that:
 - a) Neither he nor any firm, partnership or association in which he has substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6 (b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR, Part 5) or pursuant to Section 3 (a) of the Davis-Bacon Act, as amended (40 U.S.C. 276a-2(a)).
 - b) No part of the aforementioned contract has been or will be subcontracted to any subcontractor of such subcontractor or any firm, corporation, partnership or association in which such subcontractor has a substantial interest is designated as an ineligible contractor pursuant to any of the aforementioned regulatory or statutory provisions.

 3. He agrees to obtain and forward to the aforementioned recipient within ten days after the execution of any subcontract, including those executed by his subcontractors and any lower tier subcontractors, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements executed by the subcontractors.
-

4. He certifies that:

b) The undersigned is:

- (1) _____ A Single Proprietorship
_____ A Partnership
_____ A Corporation Organized in the State of _____
_____ Other Organization (describe) _____

c) The name, title, and address of the owner, partners or officers of the undersigned are:

<u>NAME</u>	<u>TITLE</u>	<u>ADDRESS</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

d) The names and address of all other persons, both natural and corporate, having a substantial interest in the undersigned, and the nature of the interest are (if none, so state):

<u>NAME</u>	<u>TITLE</u>	<u>NATURE OF INTEREST</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

e) The names, addresses and trade classifications of all other building construction contractors in which the undersigned has a substantial interest are (if none, so state):

<u>NAME</u>	<u>TITLE</u>	<u>NATURE OF INTEREST</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

Social Security No. Or
Federal Employer I.D. No. _____ (Contractor)

Date: _____ BY _____

WARNING

U.S. Criminal Code, Section 1010, Title 18, U.S.C., provides in part: "Whoever,.....makes, passes, utters or publishes any statement, knowing the same to be false...shall be fined no more than \$5,000 or imprisoned not more than two years, or both."

PROPOSED SUBCONTRACTORS BREAKDOWN
 FOR THE PERIOD COVERING _____ 20__ THROUGH _____ 20__
 (Duration of the CDBG-Assisted Project)

COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4	COLUMN 5
TYPE OF CONTRACT (BUSINESS OF PROFESSIONS)	TOTAL NUMBER OF CONTRACTS	TOTAL APPROXIMATE DOLLAR VALUE	ESTIMATED NUMBER OF CONTRACTS TO PROJECT AREA BUSINESSES*	ESTIMATED DOLLAR AMOUNT TO PROJECT AREA BUSINESSES

* The Project Area is coextensive with the Municipality of _____'s Boundaries.

Company

Project Name

Project Number

EEO Officer (Signature)

Date

ESTIMATED PROJECT WORKFORCE BREAKDOWN - TABLE B

COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4	COLUMN 5
JOB CATEGORY	TOTAL ESTIMATE POSITIONS	NO. POSITIONS CURRENTLY OCCUPIED BY PERMANENT EMPLOYEES	NO. POSITIONS NOT CURRENTLY OCCUPIED	NO. POSITIONS TO BE FILLED WITH L.I.P.A.R.*
OFFICERS/ SUPERVISORS				
PROFESSIONALS				
TECHNICIANS				
HOUSING SALES/ RENTAL/MANAGEMENT				
OFFICE CLERICAL				
SERVICE WORKERS				
OTHERS				

TRADE:

JOURNEYMEN				
HELPERS				
APPRENTICES				
MAX. NO. TRAINEES				
OTHERS				

TRADE:

JOURNEYMEN				
HELPERS				
APPRENTICES				
MAX. NO. TRAINEES				
OTHERS				

TRADE:

JOURNEYMEN				
HELPERS				
APPRENTICES				
MAX. NO. TRAINEES				
OTHERS				

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

EXHIBIT “G”

SECTION 3 REQUIREMENTS

SECTION 3 (Only required if total project cost, including change orders, totals \$100,000 or more)

Section 3 of the Housing and Urban Development Act of 1968 applies to this contract if the amount of HUD assistance exceeds \$200,000 or the contract or subcontract exceeds \$100,000. The Contractor shall, to the maximum extent feasible, make a good faith effort to fill any job vacancies, provide opportunities for training and employment in connection with this contract to low income persons residing in the PMSA relevant to the project location. Where the preceding applies, contractors must comply with the following Section 3 Clause:

- A.** The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1791u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing. Section 3 eligible employees are those residents from the area who are at or below 80% of median based on household size.
- B.** The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- C.** The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference shall set for the minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking application for each of the positions; and the anticipated date the work shall begin.
- D.** The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- E.** The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR Part 135.
- F.** To meet your Section 3 goals, you will be asked to provide an explanation of the process you use to hire employees as well as the number of new employees hired by you or your major subcontractors during this project. The goal is that 30% of the aggregate number of new hires be Section 3 eligible residents.
- G.** Award of contracts to Section 3 eligible businesses also needs to be documented. The goal for Section 3 eligible businesses is 10% of the total contract cost. You will be asked to provide the number of contracts made to Section 3 eligible subcontractors, suppliers, or vendors during the course of this project, as well if any of these companies are minority/women/disadvantaged enterprises.

Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

EXHIBIT “H”

FEDERAL CONTRACT PROVISIONS

Code of Federal Regulations

Title 2 - Grants and Agreements

Volume: 1

Date: 2014-01-01

Original Date: 2014-01-01

Title: Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

Context: Title 2 - Grants and Agreements. Subtitle A - Office of Management and Budget Guidance for Grants and Agreements. CHAPTER II - OFFICE OF MANAGEMENT AND BUDGET GUIDANCE. - Reserved. PART 200 - UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS.

Pt. 200, App. II

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

(I) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension.” The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(J) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(K) See § 200.322 Procurement of recovered materials.

<https://www.govinfo.gov/content/pkg/CFR-2014-title2-vol1/xml/CFR-2014-title2-vol1-part200-appII.xml>
SEE: FEDERAL CONTRACT REQUIREMENTS

INSURANCE PROCEDURE

PLEASE NOTE:

THIS PAGE MUST BE RETURNED WITH YOUR BID/PROPOSAL. FAILURE TO DO SO MAY RESULT IN YOUR BID/PROPOSAL BEING REJECTED.

Please take the insurance requirements of the Contract to your agent/broker immediately upon receipt of the bid documents to determine your existing coverage and any costs for new or additional coverage required for the work noted in this Request for Bid/Proposal. Any bids/proposals with deficient insurance requirements will be rejected.

STATEMENT OF VENDOR:

I have read the insurance requirements for this work and have taken the documentation to my insurance agent/broker. The bid/proposal cost reflects any additional costs relating to insurance requirements for this work.

Signature

Date

Contractor

(SAMPLE ENDORSEMENT LETTER)

**AGENT / BROKER
(LETTERHEAD)**

(Date)

Mr. Phillip Ryan
Purchasing Agent
Purchasing Department
Town of Stratford
2725 Main Street
Stratford, CT 06615

Re:

**Town of Stratford Contract # _____
(Name of Contract)**

Dear Mr. Ryan:

The undersigned hereby certifies as follows:

- (1) I am a duly licensed insurance agent under the laws of the State of [insert State] and an authorized representative of all companies affording coverage under the Acord form submitted herewith;
- (2) The Town of Stratford has been endorsed as an additional insured under the general liability policy no. [insert policy number], issued by [insert company affording coverage] to [name of insured];
- (3) The general liability policy referenced in paragraph (2) above meets or exceeds the coverage in Commercial General Liability ISO form CG 00 01 10 01, including contractual liability;
- (4) The policies listed in the Acord form submitted to the Town of Stratford in connection with the above-referenced contract have been issued to the insured in the amounts stated and for the periods indicated in the Acord form; and
- (5) The Town of Stratford shall be given thirty (30) days prior written notice of cancellation, lapse or restrictive amendment (except ten days notice of nonpayment) of the policies listed in the Acord form.

Sincerely,

Authorized Representative for all companies listed in the Acord form

ACORD

CERTIFICATE OF LIABILITY INSURANCE

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER, THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSUREERS AFFORDING COVERAGE	
INSURED _____	CONTRACT INSURER A: INSURER B: INSURER C: INSURER D: INSURER E:

COVERAGES
 THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OF CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

IN SR LT	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE(MM/DD/YY)	POLICY EXPIRATION DATE(MM/DD/YY)	LIMITS								
	GENERAL LIABILITY COMMERCIAL GENERAL " CLAIMS MADE T OCCUR " " GENERAL AGGREGATE LIMIT " POLICY " PROJECT " LOC				EACH OCCURENCE FIRE DAMAGE (Any one fire) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGRREGATE PRODUCTS-COMP/OP AGG								
	AUTOMOBILE LIABILITY " ANY AUTO " ALL OWNED AUTOS " SCHEDULED AUTOS " HIRED AUTOS " NON-OWNED AUTOS " "				COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)								
	GARAGE LIABILITY " ANY AUTO "				AUTO ONLY-EA ACCIDENT OTHER THAN EA ACC AUTO ONLY: AGG								
	EXCESS LIABILITY " OCCUR " CLAIMS MADE " " DEDUCTIBLE " RETENTION \$				EACH OCCURENCE AGGREGATE								
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:50%; text-align: center;">WC STATUORY LIMITS</td> <td style="width:50%; text-align: center;">OTHER</td> </tr> <tr> <td colspan="2">E.L. EACH ACCIDENT</td> </tr> <tr> <td colspan="2">E.L. DISEASE-EA EMPLOYEE</td> </tr> <tr> <td colspan="2">E.L. DISEASE - POLICY LIMIT</td> </tr> </table>	WC STATUORY LIMITS	OTHER	E.L. EACH ACCIDENT		E.L. DISEASE-EA EMPLOYEE		E.L. DISEASE - POLICY LIMIT	
WC STATUORY LIMITS	OTHER												
E.L. EACH ACCIDENT													
E.L. DISEASE-EA EMPLOYEE													
E.L. DISEASE - POLICY LIMIT													
	Professional Liability												

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 Contract # _____

CERTIFICATE HOLDER	<input checked="" type="checkbox"/>	ADDITIONAL INSURED; INSURER LETTER: __	CANCELLATION
--------------------	-------------------------------------	--	--------------

Certificate Holder: Town of Stratford 2725 Main Street Stratford, CT 06615 & The State of Connecticut	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OF REPRESENTATIONS AUTHORIZED REPRESENTATIVE
3	

A. M. BEST KEY RATING GUIDE FORM

The _____ is licensed in

The State of Connecticut as per listing in the 2008 edition of the

A.M. Best Key Rating Guide for Property and Casualty, page

Number _____.

Their rating is _____.



ENVIRONMENTAL, LLC

March 6, 2018

Mr. Dan Wakeling
Stratford Board of Education
1000 East Broadway
Stratford, CT 06516

RE: Asbestos Testing at the Baldwin Center, Stratford CT

Dear Mr. Wakeling:

INTRODUCTION

Enclosed are the results of the bulk samples obtained on February 28, 2018 to determine the presence or absence of asbestos in the Billiard Room in the Baldwin Center, 1000 West Broad Street, Stratford, CT. The testing was limited to the materials listed below.

RESULTS

ASBESTOS CONTAINING SAMPLES

The analytic results document that the samples listed in **Table 1** contain asbestos greater than 1% and therefore are considered to be Asbestos Containing Material.

TABLE 1 – ASBESTOS CONTAINING MATERIALS

SAMPLE #	SAMPLE LOCATION	MATERIAL TYPE	CLASS	BULK SAMPLE ANALYSIS RESULTS			F/N F
				PLM	TEM NOB	ACM	
B022807, 08,09	Billiard Room	Black Mastic associated w/ bottom layer floor tile	MISC	6%Chrysotile		YES	NF

AMC
Environmental,
LLC

Phone:
203.378.5020

Fax:

203.375.7344

Email:

amc@amcenviro.com

P.O Box 423
Stratford, CT
06615

NON-ASBESTOS CONTAINING SAMPLES

In addition, the samples in **Table 2** did not document the presence of asbestos, and therefore are considered non-asbestos containing materials.

NON-ASBESTOS CONTAINING MATERIALS

Sample #	Sample Location	Sample Description
B022801,02,03	Billiard Room	Top Layer 12 inch Floor Tile
B022804,05,06	Billiard Room	Bottom Layer Floor Tile

The Regulations of the State of Connecticut require that any work which may disturb asbestos containing materials be performed by a Licensed Asbestos Abatement Contractor.

Thank you for the opportunity to provide our services. If you have any questions, please do not hesitate to call.

Very truly yours,



Jason Pringle
Asbestos Inspector
License Number: 000269

Enclosure

Note: The definition of Asbestos Containing Material as stated in the State of Connecticut Standards for Asbestos Abatement is material composed of asbestos of any type and in an amount greater than 1% by weight, either alone or mixed with other fibrous or non-fibrous material.



EMSL Analytical, Inc.

29 North Plains Highway, Unit # 4 Wallingford, CT 06492
Tel/Fax: (203) 284-5948 / (203) 284-5978
http://www.EMSL.com / wallingfordlab@emsl.com

EMSL Order: 241801226
Customer ID: AMCT50
Customer PO:
Project ID:


Attention: Jason Pringle
AMC Environmental, LLC
30 Hazel Terrace
Suite 25
Woodbridge, CT 06525
Project: BALDWIN CENTER

Phone: (203) 378-5020
Fax: (203) 375-7344
Received Date: 03/03/2018 11:15 AM
Analysis Date: 03/04/2018
Collected Date:

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

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
B022801 <small>241801226-0001</small>	BILLIARD RM - TOP LAYER 12 INCH FLOOR TILE	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
B022802 <small>241801226-0002</small>	BILLIARD RM - TOP LAYER 12 INCH FLOOR TILE	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
B022803 <small>241801226-0003</small>	BILLIARD RM - TOP LAYER 12 INCH FLOOR TILE	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
B022804 <small>241801226-0004</small>	BILLIARD RM - BOTTOM LAYER FLOOR TILE	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
B022805 <small>241801226-0005</small>	BILLIARD RM - BOTTOM LAYER FLOOR TILE	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
B022806 <small>241801226-0006</small>	BILLIARD RM - BOTTOM LAYER FLOOR TILE	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
B022807 <small>241801226-0007</small>	BILLIARD RM - BLACK MASTIC	Black Non-Fibrous Homogeneous		94% Non-fibrous (Other)	6% Chrysotile
B022808 <small>241801226-0008</small>	BILLIARD RM - BLACK MASTIC	Black Non-Fibrous Homogeneous		95% Non-fibrous (Other)	5% Chrysotile
B022809 <small>241801226-0009</small>	BILLIARD RM - BLACK MASTIC	Black Non-Fibrous Homogeneous		94% Non-fibrous (Other)	6% Chrysotile

Analyst(s) _____
Lauren Buffone (9)



Lauren Brennan, Asbestos Lab Manager
or Other Approved Signatory

EMSL maintains liability limited to cost of analysis. This report relates only to the samples reported and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. Interpretation and use of test results are the responsibility of the client. This report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST or any agency of the federal government. Non-friable organically bound materials present a problem matrix and therefore EMSL recommends gravimetric reduction prior to analysis. Samples received in good condition unless otherwise noted. Estimated accuracy, precision and uncertainty data available upon request. Unless requested by the client, building materials manufactured with multiple layers (i.e. linoleum, wallboard, etc.) are reported as a single sample. Reporting limit is 1%

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

Initial report from: 03/04/2018 16:56:07



EMSL Analytical, Inc.

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

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

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

EMSL Order: 242006448

Customer ID: AMCT50

Customer PO:

Project ID:

Attention: Jason Pringle
AMC Environmental, LLC
30 Hazel Terrace
Suite 25
Woodbridge, CT 06525

Phone: (203) 378-5020

Fax: (203) 375-7344

Received Date: 09/25/2020 11:20 AM

Analysis Date: 09/28/2020

Collected Date: 09/22/2020

Project: BALDWIN CENTER

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

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
B092201 <small>242006448-0001</small>	STAIR #2 - 12 INCH FLOOR TILE	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
B092202 <small>242006448-0002</small>	STAIR #2 - 12 INCH FLOOR TILE	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
B092203 <small>242006448-0003</small>	STAIR #2 - ADHESIVE ASSOC. W/FLOOR TILE	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
B092204 <small>242006448-0004</small>	STAIR #2 - ADHESIVE ASSOC. W/FLOOR TILE	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
B092205 <small>242006448-0005</small>	HALLWAY (011) - 12 INCH FLOOR TILE	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
B092206 <small>242006448-0006</small>	HALLWAY (011) - 12 INCH FLOOR TILE	Tan/White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
B092207 <small>242006448-0007</small>	HALLWAY (011) - ADHESIVE ASSOC. W/FLOOR TILE	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
B092208 <small>242006448-0008</small>	HALLWAY (011) - ADHESIVE ASSOC. W/FLOOR TILE	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
B092209 <small>242006448-0009</small>	STAIR #3 - CARPET GLUE	Tan Non-Fibrous Homogeneous	2% Cellulose	98% Non-fibrous (Other)	None Detected
B092210 <small>242006448-0010</small>	STAIR #3 - CARPET GLUE	Tan Non-Fibrous Homogeneous	2% Cellulose	98% Non-fibrous (Other)	None Detected

Analyst(s)

Angela Catalano (5)

Tara Svendsen (5)

Danny Sandhu, Asbestos Laboratory Manager
or Other Approved Signatory

EMSL maintains liability limited to cost of analysis. Interpretation and use of test results are the responsibility of the client. This report relates only to the samples reported above, and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. The report reflects the samples as received. Results are generated from the field sampling data (sampling volumes and areas, locations, etc.) provided by the client on the Chain of Custody. Samples are within quality control criteria and met method specifications unless otherwise noted. The above analyses were performed in general compliance with Appendix E to Subpart E of 40 CFR (previously EPA 600/M4-82-020 "Interim Method") but augmented with procedures outlined in the 1993 ("final") version of the method. This report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST or any agency of the federal government. Non-friable organically bound materials present a problem matrix and therefore EMSL recommends gravimetric reduction prior to analysis. Unless requested by the client, building materials manufactured with multiple layers (i.e. linoleum, wallboard, etc.) are reported as a single sample. Estimation of uncertainty is available on request.

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

Initial report from: 09/28/2020 11:12:54

**ASBESTOS ABATEMENT SPECIFICATION
FLOORING REPLACEMENT**

**Stratford Baldwin Center
1000 W. Broad St.
Stratford, CT 06615**

PREPARED FOR:

**Dan Wakeling
Town of Stratford
550 Paterson Avenue
Stratford, CT**



PREPARED BY:

**AMC ENVIRONMENTAL, LLC
P. O. BOX 423
STRATFORD, CONNECTICUT 06615
(203) 378-5020**

October 2, 2020

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GENERAL

1.01 ***RELATED DOCUMENTS***

Drawings and general provisions of the contract, including **General** and **Supplementary Conditions** and **other Division Specifications** sections **apply to the work of this section.**

Contractor shall be responsible to review all drawings and specifications. Selective Removals and Cutting and Patching as required by other trade work may disturb asbestos containing materials. **All asbestos removal required shall be included in the base bid. Contractor shall coordinate the removal of asbestos containing materials with other trades as part of this specification and base bid work, no extra charges shall apply.**

1.02 ***PRE ABATEMENT MEETING***

The Architect/Design Consultant upon receipt, review and substantial approval of all pre abatement submittals and upon verification that all material and equipment required for the project are available to the contractor will arrange for pre abatement meeting between the abatement contractor, superintendent and foreman and the Owner Representative(s). The purpose of the meeting is to discuss any aspects of the submittals needing clarification or amplification and to discuss any aspects of the project execution and the sequence of operations. The abatement contractor and his employees shall be prepared to provide any supplemental evidence and information to the Owner's Representative pertaining to any aspects of the submittals or the materials and equipment. This meeting will be held no later than five (5) days prior to scheduled commencement. If the contractor fails to provide each and every submittal in a form acceptable to the Design Consultant **5 days prior** to this meeting, then the contractor will be responsible to pay the Design Consultant for review time at the rate of \$100.00 per hour, with a minimum charge of five (5) hours. Upon satisfactory resolution of any outstanding items or questions, the Owner's representative will issue a written order to proceed to the abatement contractor. **No abatement work shall be initiated prior to the written order to proceed.** The Contractor's failure to provide the submittals in accordance with the above shall not relieve the Contractor of his responsibility to complete the work in the time frame specified.

1.03 ***PRE ABATEMENT SUBMITTALS***

- A. Detailed site specific work plan for the entire project reflecting contract documents and the phasing and schedule requirements outlined.
 - B. Provide evidence of a current State of Connecticut Asbestos Contractor License and an Insurance Certificate acceptable to the City of New Haven
 - C. Name, location and phone number of the landfill, documentation that the landfill is approved for ACM disposal and if a waste disposal sub contractor will be used, provide name, address and phone number of sub contractor.
 - D. Provide written notification to local health, fire and safety authorities indicating the abatement work to be performed and any other notifications and arrangements required by the specifications.
 - E. Submit to the Architect/Design Consultant and receive approval and/or acknowledgment, copies of the following:
 1. Notification of proposed abatement work to the Department of Public Health, Indoor Air Program, Environmental Health Section 410 Capitol Avenue, MS #51 Air, P.O. Box 340308, Hartford, CT 06134. If waste is to be disposed of in Connecticut, then notify Solid Waste Management Unit, Department of Environmental Protection, not fewer than ten (10) work days before work commences on this project. This must be on the prescribed form, as may be required by the Division of Environmental Health.
 2. A site specific plan for emergencies including fire, accident, power failure, pressure
-

differential system failure, supplied air system failure, or any other event that may require modification or abridgement of decontamination or work area isolation procedures.

3. Documentation that the Contractor's employees, including foreman, supervisors and any other company personnel or agents who are responsible for any aspects of the abatement activities, have received adequate training for the dangers of asbestos. Evidence of the initial worker/supervisor USEPA training certification, EACH annual refresher training certification acceptable to the Design Consultant, and a copy of each abatement employee's State of Connecticut Asbestos Abatement License.
4. Documentation indicating that each employee has had instruction on the hazards of asbestos exposure, on use and fitting of respirators, on protective clothing, on use of showers, on entry and exit from work areas and on all aspects of work procedures and protective measures and understands this instruction, include a copy of the respirator program in compliance with 29 CFR Part 1926.1101.
5. When rental equipment is to be used in removal areas or to transport waste materials, a copy of the written notification provided to the rental company informing the nature of use of the rental equipment shall be submitted.
6. Documentation from a qualified Occupational Physician that all employees or agents who may be exposed to airborne asbestos in excess of background level have been provided with an opportunity to be medically monitored to determine whether they are physically capable of working while wearing the respirator required without suffering adverse health effects. In addition, document that personnel have received medical monitoring as required in OSHA 29 CFR Part 1910.1001 (l) or 29 CFR Part 1926.1101 (m). The Contractor must be aware of and provide information to the examining physician about unusual conditions in the work place environment (e.g., high temperatures, humidity, and chemical contaminants) that may impact on the employee's ability to perform work activities.
7. Documentation of respirator fit testing for all Contractor employees and agents who must enter the work area. This fit testing shall be in accordance with procedures as detailed in the OSHA Standard 29 CFR Part 1910.1001, Appendix C, and 29 CFR Part 1926.1101, Appendix C, Qualitative and Quantitative Fit Test Protocol. A copy of the contractor's Respiratory Protection Program demonstrating compliance with appropriate regulations.
8. Submit copies of all notices of violations or other citations issued concerning asbestos related work performed and any citation whatsoever for labor law violations for the period two (2) years prior to the date herein. Copies must clearly indicate the issuing agency or department, the date of issue and nature of the notice or citation. Attach a brief statement outlining the final disposition of each notice or citation.

1.04 ***INSURANCE***

The Contractor and any subcontractors shall not commence work until all insurance required in the owner's contract has been obtained and such insurance has been reviewed and approved in writing by the owner. Insurance shall be provided by insurers satisfactory to the owner and authorized to do business in the State of Connecticut.

A. Limits:

1. General Liability Insurance: \$1,000,000.00 per occurrence, \$ 2,000,000.00 aggregate.
2. Automobile Liability Insurance: \$1,000,000.00 per occurrence combined single limit (CSL).
3. Worker's Compensation: Statutory Limits within the State of Connecticut.
4. Excess Liability Insurance: \$ 3,000,000.00 aggregate

None required if cost of contract is under \$100,000.00
 If cost of contract is \$100,000.00 to \$500,000.00
 \$1,000,000.00 aggregate limit
 If cost of contract exceeds \$500,000
 \$3,000,000.00 aggregate limit

- 5. Professional Liability Insurance: \$1,000,000.00 aggregate limit (required for a professional service contract).

1.05 **WAGES & HOURLY RATES**

- A. The wages paid on an hourly basis to any mechanic, laborer or workman employed upon the work herein contracted to be done, and the amount of payment or contribution paid or payable on behalf of each such employee welfare fund as defined in 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 of behalf of such employees to any such employee welfare fund shall pay to each employee as part of his wages the amount of payment or contribution for his classification on each payday.

- B. In accordance with Connecticut General Statutes 31-53 and 31-53a, all Contractors are required to complete and submit the enclosed forms:
 - 1. “Contractors Wage Certifications Form”
 - 2. “Contracting Agency Certification Form”
 - 3. “Payroll Certification for Public Works Projects – Weekly Payroll”
Form WWS-CP1 and WWS-CP2
- C. Contractors bidding on this project should be aware of the following “Connecticut Public and Special Acts” P.A. 02-69:

Public Act No. 02-69
Substitute Senate Bill No. 63
AN ACT CONCERNING ANNUAL ADJUSTMENTS TO PREVAILING WAGES.

Be it enacted by the State and House of Representatives in General Assembly convened:

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

D. MINIMUM WAGE RATES

- 1. The current wage and benefit rates will be issued by Addendum.

1.06 PRIOR TO COMMENCEMENT OF WORK

Prior to beginning work, the Owner's Representative, Architect/Design Consultant and Contractor shall make a visual inspection of each work area and list all pre-existing damage to building components. Contractor will submit a list, which shall include all damaged areas not included to be repaired under this contract. The Contractor may include a narrated video of all areas within the abatement project work area prior to the initiation of abatement activities. Any damage within the work area must be narrated during this inspection and a list of those areas must be supplied to the Owner's Representative along with the video. The Contractor and their subcontractors will be held responsible for any other damages incurred within the work area during the project. Failure to video these areas prior to project activities will automatically cause any item found damaged during the final inspection to be the responsibility of the Contractor to repair or replace. The Contractor will inform the Owner's Representative in advance as to when the inspection will take place. The video must be submitted to the Owner's Representative before any work activity will be permitted.

Post signs in and around the work area to comply with OSHA Standard 29 CFR Part 1910.1001 and 29 CFR Part 1926.1101. Post one (1) copy of each of the following documents at the work site:

Title 29, Code of Federal Regulations, Part 1910.1001 and 1926.1101. OSHA Asbestos Standard.

Title 40, Code of Federal Regulations, Part 61, Subparts A and M, National Emission Standards for Hazardous Air Pollutants.

Title 40, Code of Federal Regulations, Part 763, including Subparts E, F and G.

State of Connecticut, Department of Public Health; Standards for Asbestos Abatement (19a- 332a-1 through 19a-332a-16).

State of Connecticut Licensure and Training Requirements for Persons Engaged in Asbestos Abatement and Consultation Services Section 20-440-1 through 20-440-9.

Post the following in the clean room of the Worker Decontamination Enclosure and Contractor staging area: a copy of the Contractor's License and a list containing the names, addresses, and telephone numbers of the Contractor's Representative, Contractor's On-Site Supervisor, Owner, Owner's Representative, Architect/Design Consultant, Architect and any other personnel who may be required to assist during abatement activities, telephone numbers and locations of emergency services; including, but not limited to fire, ambulance, doctor, hospital, police, power company, telephone company, after hours phone numbers for the Contractor's Representative and Site Supervisor.

1.07 SUBMITTALS DURING ABATEMENT

Contractor to maintain a daily log at the job site documenting the dates and times of the following: Meetings, purpose, attendees and brief discussion; all persons entering/exiting work area; daily work activity; special or unusual events, such as barrier breaching, equipment failures, emergencies and any cause for stop of work; air monitoring tests and test results; submit complete daily log, which must include number of bags removed from containment each day and personal air monitoring results to Owner's Representative. Submit within 24 hours to the Owner's Representative copies of all of the above.

1.08 SUBMITTALS AT COMPLETION OF ABATEMENT

Submit copies of all transport manifests, trip tickets and disposal receipts for all asbestos waste materials removed from the work area during the abatement process. The Contractor shall submit to the Owner's

Representative any and all documentation requested. At which time, the Owner's Representative shall assemble a project report consisting of the daily field notes and the documentation of events during abatement including the waste shipment record signed by operator of licensed landfill. The project report shall include a certificate of completion, dated and signed by an authorized representative of the Contractor and shall be submitted to the Owner's Representative within 30 days of project completion.

2.01 ***SCOPE OF WORK***

- A. The work specified herein includes all labor, materials, equipment, and appurtenances required to complete all demolition, clearing and prompt removal and disposal of all non asbestos material and debris as required for gaining access to asbestos containing materials indicated on drawings, addendum's, and/or herein called for in this specification.
- B. The Contractor shall be responsible for the following general requirements:
 - 1. Obtain and post all permits as required.
 - 2. Provide, erect, and maintain all planking, scaffolding, bracing, shoring, barricades and warning signs as requested to complete the scope of work for this project.
 - 3. Unless otherwise specified, all equipment, fixtures, piping and debris resulting from demolition and not scheduled to be reinstalled shall become the property of the Contractor and removed from the premises, and properly disposed.
 - 4. Material or equipment to be reset shall be removed with the utmost care to prevent damage of any kind. All material to be reused shall be stored in the existing building. Contractor shall coordinate with the Owner's Representative as to location within building.
 - 5. Materials shall be removed from the site and disposed of in accordance with any special requirements of the State of Connecticut.
- C. It shall be the responsibility of the Contractor to protect and preserve in operating condition all utilities traversing the building and site. Damage to any utility due to work under this contract shall be repaired to the satisfaction of the Owner at no cost to the Owner.
- D. The Owner will retain AMC 's Licensed Asbestos Abatement Project Monitor to oversee the job. The Project Monitor shall be on site during all asbestos abatement work activities. The Project Monitor will conduct visual inspections before, during, and after abatement activities, and test the air around the work area to ensure acceptable air quality.
- E. Deviations from this Specification require the Owner's written approval.
- F. The Contractor shall supply all labor, materials, equipment, services, insurance (with specific coverage for work on asbestos), and incidentals which are necessary or required to perform the work in accordance with applicable governmental regulations and these specifications.
- G. The Contractor will provide, install and use a recording manometer for each worker decontamination enclosure. The contractor will provide and install fire extinguishers acceptable to the Owner's Representative at each worker decontamination enclosure and in each work area.
- H. During the progress of work, various areas of the building may be occupied by others. The Abatement Contractor will be responsible for verifying interior conditions prior to the commencement of any work, and documenting any damage or previous conditions that may affect new work. Any additional damage, which occurs during construction, will be the responsibility of the Contractor to be corrected at no charge to the Owner.
- I. Contractor is responsible for posting proper notification, barriers and signage that may be required to prevent access of unauthorized persons to areas undergoing asbestos abatement procedures.

2.02 ***DESCRIPTION OF WORK***

Base Bid Work – The Contractor shall guarantee they will directly perform at least forty percent (40%) of the work with his own employees and shall submit a letter certifying and stating the portion of work that will be performed by his own employees.

General Provisions

- A. **The rooms included in this specification are scheduled for flooring replacement. Asbestos containing materials (ACM) have been identified that is required to be abated prior to the installation of new materials.**

Asbestos Containing Materials – The asbestos abatement work required for this project consists of the removal and disposal of the following:

ACM MATERIALS TO BE REMOVED

- **ACM Floor Tile and associated Mastic in Multi-Purpose Room(001), Closet(001A), Multi-Purpose Room(002), Closet(002A), Custodial Closet(005A), Ballard's Room(006), Closet(006A), Closet(006B), Closet(006C), Closet(006D), Storage(006E) and Storage(006F).**

Please provide unit pricing for all types of ACM listed above.

The contractor is RESPONSIBLE for calculating all quantities of the asbestos containing materials to be removed under this specification. The abatement contractor must ascertain the quantities to be removed by his own measurement and submit quantities removed by area of removal to the Owner's Representative(s).

Negative air exhaust will be directed outside of the building through windows located in the room itself or adjacent rooms/offices. Containment(s) must have three stage contiguous decontamination systems.

- Note:** The Contractor must lock out/tag out all electrical power in all abatement areas, remove, decontaminate and secure all lighting, speakers, emergency lighting, smoke/heat detectors, surface mounted conduit and exit lighting as may be required by the work. All loose wires must be fastened securely in compliance with State and Local Building Codes. All electrical work must be accomplished by a tradesman who has a current and valid Connecticut State License for this work. The Contractor must provide written documentation that the building power sources used are capable and sufficient for the power demands generated by the work. Any additional power requirement shall be the responsibility of the Contractor.

Coordinate with the Owner's Representative for work areas and scheduling. Each area of abatement activity is to be initiated by the Owner's Representative so as to coincide with other work. The asbestos contractor is responsible for providing sufficient manpower to complete work as per schedule.

3.01 ***TERMINOLOGY***

Abatement Procedures to control fiber release from asbestos containing materials. Includes removal and demolition activities.

Accredited or Accreditation - (when referring to a person or laboratory). A person or laboratory accredited in accordance with section 20 of Title II of the Toxic Substances Control Act (TSCA).

Agency The authoritative force, usually at a state level, or their representative.

Adequately Wetted Sufficiently mixed or coated with water, amended water or an aqueous solution; or the use of a removal encapsulant to prevent dust emissions.

Airlock A system for permitting ingress and egress with minimum air movement between a contaminated area and an uncontaminated area, typically consisting of two contained doorways separated by a distance of at least six (6) feet such that one passes through one doorway into the airlock, allowing the doorway sheeting to overlap and close off the opening before proceeding through the second doorway, thereby preventing flow through contamination.

Air Monitoring The process of measuring the fiber content of a specific volume of air in a stated period of time.

Amended Water Water to which a surfactant has been added to decrease the surface tension to 35 or less dynes.

ANSI American National Standards Institute, 1430 Broadway, NY, NY 10018.

Approximate - Where used shall mean within 10% ± the stated quantity.

Area Monitoring Sampling of asbestos fiber concentrations within the asbestos control area and outside the asbestos control area which is representative of the airborne concentrations of asbestos fibers which may reach the breathing zone.

Asbestos The term asbestos means the asbestiform varieties of actinolite, amosite, anthophyllite, chrysotile, crocidolite, and tremolite.

Asbestos Abatement The removal, encapsulation, enclosure, renovation, repair, demolition or other disturbance of asbestos containing materials, but does not include activities which are related to (A) the removal or repair of asbestos cement pipe and are performed by employees of a water company as defined in Section 25 32a of the Connecticut General Statutes or (B) the removal of nonfriable asbestos-containing material found exterior to a building or structure other than material as regulated asbestos-containing material in 40 CFR 61, the National Emission Standards for Hazardous Air Pollutants, as amended from time to time.

Asbestos Abatement Project Any asbestos abatement activity involving more than three (3) linear feet or three (3) square feet of asbestos containing material.

Asbestos Abatement Project Monitor – Certification as an asbestos abatement project monitor authorizes the asbestos consultant to function in the capacity of on site representative of the facility owner or other persons, interpret project specifications or abatement management plans and monitor and evaluate contractor or employee compliance with applicable rules, regulations or specifications and ensure abatement projects are properly conducted, per Section 20-440-3(4) of the State Regulations.

Asbestos Abatement Site Supervisor Any asbestos abatement worker employed by an asbestos contractor who has been specifically trained as a supervisor in a training program approved by the department and who has been issued a certificate by the department.

Asbestos Abatement Worker Any employee of a licensed asbestos contractor who engages in asbestos

abatement, has completed a training program approved by the department and has been issued a certificate by the department.

Asbestos Containing Material (ACM) - Any material composed of asbestos of any type and in an amount greater than one per cent by weight, either alone or mixed with other fibrous or nonfibrous material.

Asbestos Contractor Any person or entity engaged in asbestos abatement whose employees actually perform the asbestos abatement work and who has been issued a license by the commissioner.

Asbestos Control Area An area where asbestos abatement operations are performed which is isolated by physical boundaries to prevent the spread of asbestos dust, fibers, or debris.

Asbestos Fiber A particulate form of asbestos, (including chrysotile, amosite, crocidolite, tremolite, anthophyllite, actinolite or a combination of these materials) five (5) micrometers or longer, with a length to diameter ratio of at least 3 to 1.

Asbestos Fibers Permissible Exposure Limit (PEL) Exposure to an airborne concentration of asbestos, (including chrysotile, amosite, crocidolite, tremolite, anthophyllite, actinolite, or a combination of these minerals) in excess of 0.10 fibers per cubic centimeter of air as an eight (8) hour time weighted average (TWA), as determined by the method prescribed in OSHA Standard 29 CFR Part 1926.1101 Appendix A.

ASTM American Society for Testing Materials, 1916 Race Street, Philadelphia, PA 19103.

Authorized Asbestos Disposal Facility A location approved for handling and disposing of asbestos waste by the Connecticut Department of Environmental Protection or by an equivalent regulatory agency if the material is disposed of outside the State of Connecticut.

Authorized Person Person authorized by the State or Contractor as required by work duties to be present in regulated areas.

Barrier Protection Enclosure Barrier system for the contained work area shall be constructed on site with two layers of six (6) mil plastic forming walls and two layers of six mil plastic forming floors of area encompassing the renovation work. This enclosure will contain air locked curtain doorways for ingress and egress.

Building Owner The Owner or specifically authorized representative.

Certified Industrial Hygienist (CIH) An industrial hygienist certified in Comprehensive Practice by the American Board of Industrial Hygiene.

CFR Code of Federal Regulations.

Clean Room An uncontaminated enclosed area or room, which is used by workers to enter and exit the enclosed work area via airlocks, and curtained doorways. The clean room (or change room) shall be equipped with suitable hooks, lockers, shelves, etc. for workers to store personal articles of clothing. The clean room shall be enclosed on four sides and have its own temporary ceiling separate from that of the work area. This area is used for storage of worker's street clothes and protective equipment.

Competent Person Individual capable of identifying existing asbestos, tremolite, anthophyllite, or actinolite hazards and corrective measures to eliminate them, as specified in 29 CFR Part 1926.32(f). Individual shall have attended approved EPA sponsored asbestos abatement course for supervisors. The duties of the competent person include at least the following: establishing the negative pressure enclosure, ensuring its integrity, and controlling entry to and exit from the enclosure; supervising employee exposure monitoring required by 29 CFR Part 1926.1101(f); ensuring that all employees working within such an enclosure wear the appropriate personal protective equipment, are trained in the use of appropriate methods of exposure control, and use the hygiene facilities and decontamination procedures specified; and ensuring that engineering controls in use are in proper operating condition and are functioning properly.

Conn. OSHA The Connecticut Department of Labor, Occupational Safety and Health Division.

Contractor The individual and/or business licensed by the State of Connecticut as an Asbestos Abatement contractor with which the Owner arranges to perform the asbestos abatement project. The Contractor is responsible for the proper completion of project activities in accordance with the Contract Specifications. This includes all subcontractors that have been retained to perform any work.

Critical Barrier Two sheets of six (6) mil polyethylene sheeting taped securely over windows, doorways, diffusers, grills and any other openings between the work area and uncontaminated areas outside of the work area including the outside of the building.

Curtained Doorway A device to allow ingress or egress from one (1) room to another while permitting minimal air movement between the rooms, typically constructed by placing two (2) overlapping sheets of polyethylene over an existing or temporarily framed doorway, securing each along the top of the doorway, securing the vertical edge of one (1) sheet along one (1) vertical side of the doorway, and securing the vertical edge of the other sheet along the opposite vertical side of the doorway. Two (2) curtained doorways spaced a minimum of six (6) feet apart form an airlock.

Demolition The wrecking or taking out of any part of a building including load-supporting structural member together with any related handling operations or the intentional burning of any facility and related razing, removing or stripping of asbestos products.

DEP The Connecticut Department of Environmental Protection.

Design Consultant The Design Consultant, representative of the Owner, is AMC Environmental, LLC, P.O. Box 423, Stratford, CT 06615 or their Authorized Representative, and is referred to in the Contract Documents as the Design Consultant/Project Monitor.

DPH Department of Public Health, Indoor Air Program, Environmental Health Section, 410 Capitol Avenue, MS #51 Air, P.O. Box 340308, Hartford, CT 06134.

Encapsulant (sealant) A liquid material which can be applied to asbestos containing material and which controls the possible release of asbestos fibers from the material either by creating a membrane over the surface (bridging encapsulant) or by penetrating into the material and binding its components together (penetrating encapsulant).

Enclosure Procedures necessary to completely enclose asbestos containing material behind air tight, impermeable, permanent barriers.

EPA U.S. Environmental Protection Agency, 401 M Street, S.W., Washington, D.C. 20460. The Region I office USEPA, Region I, 1 Congress Street, Suite 1100, Boston, MA 02114.

Equipment Room A contaminated room that is part of the Worker Decontamination Enclosure with provisions for storage of contaminated clothing and equipment.

Excursion Limit - The airborne concentration of asbestos averaged over a sampling period of thirty (30) minutes, as determined by the method prescribed in Appendix A of 29 CFR Part 1926.1101.

Facility Means any private or public building/structure including but not limited to those used for institutional, residential (including single family), commercial or industrial purposes and vessels while ashore or in dry dock.

Facility Owner – Means the person or entity having title to the facility. For purposes of publicly owned property only, the Facility Owner shall be defined to be the chief executive officer of the federal, state or municipal agency which owns or controls the use of the facility.

Fixed Critical Barrier Barrier constructed of 2 x 4 frame with Fire Retardant sheathing on work side and fire rated Sheetrock that has been smoke taped on the occupied side.

Fixed Object A unit of equipment or furniture in the work area which cannot be removed from the work area.

HEPA Filter High Efficiency Particulate Air (HEPA) filter is capable of trapping and retaining at least 99.97 percent of all mono dispersed particles of 0.3 micrometers in diameter or larger.

HEPA Vacuum Equipment Vacuum equipment with a HEPA filter system for filtering the effluent air from the unit.

Holding Area A chamber in the Waste Removal Decontamination Enclosure located between the washroom and an uncontaminated area. The holding area comprises an air lock.

HVAC Heating, Ventilating and Air Conditioning.

Lockdown The procedure of spraying polyethylene sheeting and building materials with an encapsulate type sealant to seal in non visible asbestos containing residue.

Medical Records Maintain complete and accurate records of employee's medical examinations for a period of at least 30 years after termination of employment as required by 29 CFR Part 1910 and 29 CFR Part 1926 and make records of the required medical examinations available for inspection and copying to the State of Connecticut's authorized representatives.

Movable Object A unit (of equipment, furniture, etc.) in the work area, which can be removed from the work area.

Negative Air Pressure Equipment A portable local exhaust system (Air Filtration Device) equipped with HEPA filtration used to create negative pressure in a contaminated area (negative with respect to adjacent uncontaminated areas) and capable of maintaining a constant, low velocity air flow into contaminated from adjacent uncontaminated areas.

Negative Initial Exposure Assessment - A demonstration by the competent person, which complies with the criteria in paragraph (f)(2)(iii) of 29 CFR Part 1926.1101, that employee exposure during an operation is expected to be consistently below the PELs.

Negative Pressure Enclosure (NPE) - A pressure differential and ventilation system where the work area is maintained at a negative pressure relative to air pressure outside the work area.

NESHAP National Emission Standards for Hazardous Air Pollutants, including asbestos, administered by the EPA.

NIOSH National Institute for Occupational Safety and Health.

OSHA The Occupational Safety and Health Administration, 200 Constitution Avenue, Washington, D.C. 20210.

Outside Air Ambient air outside buildings and structures.

PACM - Presumed asbestos containing material as defined by the OSHA Regulation 29 CFR Part 1926.1101.

Personal Monitoring Sampling of asbestos fiber concentrations within the breathing zone of an employee.

Plasticize To cover floors and walls with fire retardant polyethylene sheeting as herein specified.

Pre Clean The process of cleaning an area before asbestos abatement activities begin to ensure all dust and debris in the area considered to be asbestos containing are properly contained and disposed of. This increases

the likelihood the area will pass aggressive air sampling clearance requirements after asbestos containing materials have been removed.

Presumed Asbestos Containing Material - Thermal system insulation, surfacing material, and resilient floor covering material found in building constructed no later than 1980 that is presumed to contain asbestos by the OSHA Regulation 29 CFR Part 1926.1101.

Project Designer – Jason Pringle, Project Designer License # 000252 is certified as the project designer. The certification authorizes a licensed asbestos consultant to apply knowledge of facility construction, design and development of abatement projects; abatement specifications; bidding documents; architectural drawings; and, schematic representations of material locations. Project designers may also determine how asbestos abatement should be conducted.

Protection Factor - The ratio of the ambient concentration of an airborne substance to the concentration of the substance inside the respirator at the breathing zone of the wearer. The protection factor is a measure of the degree of protection provided by a respirator to the wearer.

Regulated Area Area established by the employer to demarcate areas where Class I, II and III asbestos work is conducted, and any area where debris and waste from such asbestos work accumulate, and a work area within which airborne concentrations of asbestos, exceed or there is a reasonable possibility they may exceed the permissible exposure limit.

Regulated Asbestos Containing Material (RACM) - An EPA NESHAP's definition for (a) Friable asbestos material, (b) Category I nonfriable ACM that has become friable, (c) Category I nonfriable ACM that will be or has been subjected to sanding, grinding, cutting, or abrading or (d) Category II nonfriable ACM that has a high probability of becoming or has become crumbled, pulverized or reduced to powder by the forces expected to act on the material in the course of demolition or renovation operations regulated by this subpart.

Removal All herein specified procedures necessary to remove asbestos containing materials from the designated areas and to dispose of these materials at an acceptable site.

Staging Area The holding area or an area adjacent to the Waste Removal Decontamination Enclosure where containerized asbestos waste has been placed prior to removal from the work area. It is also an area where uncontaminated equipment and materials are stored.

Stripping Taking of asbestos materials from any building element including structural members, pipes or HVAC equipment.

Structural Component Any pipe, duct, boiler, tank, reactor, turbine, furnace or other component at or in a facility or any structural member of a facility.

Structural Member Any load supporting member of a facility such as beams and load supporting walls or any non load supporting member, such as ceilings and non load supporting walls.

Surfacing Material - Material that is sprayed, troweled-on or otherwise applied to surfaces such as acoustical plaster on ceilings and fireproofing materials on structural members or other materials on surfaces for acoustical, fireproofing and other purposes.

Surfactant A chemical wetting agent added to water to improve penetration.

Thermal System Insulation (TSI) - Insulation applied to pipes, fittings, boilers, breeching, tanks, ducts or other components to prevent heat loss or gain.

Time Weighted Average (TWA) - The average concentration of a contaminant in air during a specific time period as determined by the method prescribed in Appendix A of 29 CFR Part 1926.1101.

Visible Emissions - Any emissions containing particulate material that are visually detectable without the aid of instruments. This does not include condensed uncombined water vapor.

Visible Residue Any debris or dust on surfaces in areas within the enclosed work area where asbestos abatement has taken place and which is visible to the unaided eye. All visible residue is assumed to contain asbestos.

Washroom A room between the work area and the holding area in the Waste Removal Decontamination Enclosure with provisions for wet cleaning of exterior surfaces of disposal containers and contaminated equipment.

Waste Removal Decontamination Enclosure Decontamination enclosure system designed for controlled transfer of bagged or containerized asbestos containing materials, materials and equipment typically consisting of a washroom and a holding area.

Waste Shipment Record - The shipping document required to be originated and signed by the waste generator, used to track and confirm the disposal of asbestos containing waste material and complies with EPA's NESHAP requirements.

Wet Cleaning The process of eliminating asbestos contamination from building surfaces and objects by using cloths, mops, or other cleaning tools which have been dampened with water, and by afterwards disposing of these cleaning items as asbestos contaminated waste.

Work Area Designated rooms, spaces, or areas of the project in which asbestos abatement actions are to be undertaken or which may become contaminated as a result of such abatement actions. A contained work area is an area that has been sealed, plasticized, and equipped with Worker and Waste Decontamination Enclosure Systems. A non contained work area is an isolated or controlled access work area that has not been plasticized nor equipped with a Decontamination Enclosure System.

Work Area Enclosure A contained work area with sealed critical barriers, and two layers of six (6) polyethylene sheeting covering walls and floor surfaces.

Workday - Work conducted within the building will be scheduled between the hours of 7:00 a.m. and 4:00 p.m. EST. All work hours to be scheduled and approved by the Owner's Representative. Contractor hours on Saturdays, Sundays and Holidays must secure permission from the Owner in writing.

Worker Decontamination System Enclosed area adjacent and connected to the regulated area and consisting of an equipment room, shower area, and clean room each separated by airlocks such as will prevent the free passage of air or asbestos fibers and shall be accessible through doorways protected with two (2) overlapping 4 mil polyethylene sheets. The clean room (or change room) shall be equipped with suitable hooks, lockers, shelves, etc. for workers to store personal articles and clothing. The shower room shall be contiguous to the clean room and equipment room. All personnel entering or leaving the work area shall pass through the shower room. The number of showers provided shall satisfy the requirements of OSHA 29 CFR 1910.141 (d) (3) (ii). Warm water shall be supplied to the showers. The equipment room (dirty room) shall be situated between the shower room and the work area and separated from both by means of suitable barriers or overlapping flaps such as will prevent the free passage of air or asbestos fibers.

4.01 APPLICABLE DOCUMENTS

- A. Except to the extent that more explicit or more stringent requirements are written directly into this specification, all applicable Federal, State and Local codes, regulations, and standards have the same force and effect and are incorporated by reference.
- B. The current issue of each document shall govern. When conflict among requirements or with this Specification exists, the more stringent requirements shall apply.
- C. Contractor shall comply with the following standards, regulations, codes and this Specification:
1. EPA 560/5 85 024, June 1985, Guidance for Controlling Friable Asbestos Containing Materials in Buildings.
 2. NBS (National Bureau of Standards) 83 2688 Guidelines for Assessment and Abatement of Asbestos Containing Materials in Buildings.
 3. Title 29, Code of Federal Regulations, Parts 1910.1001 & 1926.1101 covers asbestos. Part 1910.134 covers respirator use. Occupational Safety and Health Administration (OSHA) U.S. Department of Labor.
 4. Title 40, Code of Federal Regulations, Part 61, Subparts A and M, National Emission Standards for Hazardous Air Pollutants.
 5. State of Connecticut, Department of Public Health; Standards for Asbestos Abatement (19a 332a 1 to 19a 332a 16) and Licensure and Training Requirements (20-440-1 through 20-440-9).
 6. Title 29, Code of Federal Regulations, Part 1910.132 Personal Protective Equipment for General Industry.
 7. Title 29, Code of Federal Regulations, Part 1926.59 Hazard Communication.
 8. Title 29, Code of Federal Regulations, Part 1910.146 Permit Required Confined Space.
 9. Title 49, Code of Federal Regulations, Part 171 and 172 Hazardous Substances, Part 173 Asbestos Waste Management Guide, Parts 171-180 Hazardous Materials Regulations (DOT - U.S. Department of Transportation).
 10. Title 40, Code of Federal Regulations Part 763, Subpart E & G and Appendix C & D (AHERA).
- D. Contractor shall provide the Owner's Representative with the following items and shall post this information at the decontamination chamber:
1. A list of telephone numbers for local hospital and/or emergency squad, local fire department, the building owner (or representative) the most local city or regional Asbestos Control Program, and
 2. A copy of all Material Safety Data Sheets (MSDS) for hazardous chemicals used during the asbestos project.
- E. Additional Related Documents:
1. The most recent edition as of the bid date and any published up-dates to all applicable State codes; including, but not limited to Connecticut Fire Safety Code, Connecticut Basic Building Code and NFPA (National Fire Protection Association) Standard 241.

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2. National Codes and Standards
 - a. ASTM American Society for Testing and Materials.
 - b. ANSI American National Standards Institute ANSI Z9.2 1979 Fundamentals Governing the Design and Operation of Local Exhaust Systems.
 - c. ULI Underwriters Laboratories, Inc.
 3. All State, County, and City codes and ordinances as applicable.

5.01 ***PERSONNEL PROTECTION***

- A. Prior to commencing work, all workers shall be instructed in all aspects of personnel protection, work procedures, emergency evacuation procedures and use of equipment including procedures unique to this project.
- B. Respiratory protection shall meet the requirements of OSHA as presented in 29 CFR Part 1910.134 titled "Respiratory Protection" and 29 CFR Part 1926.1101 titled "Occupational Exposure to Asbestos in the Construction Industry".
- C. Contractor shall provide appropriate respiratory protection equipment for each worker and ensure usage during potential asbestos exposure, based on the Initial Exposure Assessment. THE MINIMUM RESPIRATORY PROTECTION FOR THIS PROJECT WILL BE FULL FACE POWERED AIR PURIFYING RESPIRATORS (PAPRs). Contractor may request a lower level of respiratory protection if information is presented documenting compliance with the Respiratory Protection 29 CFR Part 1910.134.
- D. Contractor shall provide all authorized persons entering contaminated areas with proper respirator and filters, and set of protective clothing.
- E. Contractor shall provide and require all workers to wear protective clothing in work areas where asbestos fiber concentrations exceed permissible limits established by OSHA. Protective clothing shall include impervious coveralls with elastic wrists and ankles, head covering, gloves and foot covering made from Tyvec or approved equivalent.

Respiratory Protection Table

Airborne concentration of asbestos, tremolite, antho phyllite, actinolite or a combination of these minerals	Required Respirator
Not in excess of 1 f/cc (10 x PEL)	Half mask air purifying respirator other than a disposable respirator, equipped with high efficiency filters.
Not in excess of 5 f/cc (50 x PEL)	Full face piece air purifying respirator equipped with high efficiency filters.
Not in excess of 10 f/cc (100 x PEL)	Any powered air purifying respirator equipped with high efficiency filters or any supplied air respirator operated in continuous flow mode.
Not in excess of 100 f/cc (1000 x PEL)	Full face piece supplied air respirator operated in pressure demand mode.
Greater than 100 f/cc (greater than 1,000 x PEL or unknown concentration)	Full face piece supplied air respirator operated in pressure demand mode equipped with an auxiliary positive pressure self contained breathing apparatus

Note: (a) Respirators assigned for higher environmental concentrations may be used at lower concentrations or when required respirator use is independent of concentration. (b) A high efficiency filter means a filter that is at least 99.97 percent efficient against mono dispersed particles of 0.3 micrometers in diameter or larger.

5.02 ***WORKER PROTECTION PROCEDURES***

- A. Contractors shall ensure that all workers and authorized persons enter and leave contaminated area through the Worker Decontamination Enclosure.
- B. Entry procedures require removal of street clothes and dressing with required protective clothing and respiratory equipment in clean room.
- C. Exit procedures require HEPA vacuuming of gross contamination from protective clothing before leaving work area, proceed to equipment room for removal of protective clothing except respirator, wearing only respirator proceed to shower, after thorough washing including respirator, going to clean room for dressing in street clothes.
- D. Contractor shall ensure that entry and exit procedures are followed for each entry into contaminated areas.
- E. All contaminated protective clothing shall remain in equipment room for reuse or disposal as contaminated waste.
- F. Workers shall not eat, drink, smoke or chew gum or tobacco while in the Work Area.
- G. Workers shall be fully protected with respirators and protective clothing immediately prior to the first disturbance of asbestos containing or contaminated materials and until final clean up is completed.

6.01 ***SEQUENCE OF WORK***

- A. The entire project is to proceed in accordance with the sequence of work as mutually agreed upon between the Contractor, Owner and Architect/Design Consultant. Work shall be divided into appropriate work areas, each of which is to be completed as a separate unit.

- B. The Contractor shall submit prior to commencement, in writing, a detailed removal schedule to the Owner and Architect/Design Consultant, with a copy to the Project Monitor. The schedule shall indicate the estimated duration of each activity during the asbestos removal and re-insulation phases, including mobilization, preparation, removal, clearance cleaning and testing, tear-down and demobilization. Included in the Schedule shall be the number of workers planned for each activity during each shift.

MATERIALS AND EQUIPMENT

7.01 MATERIALS

- A. Fire retardant polyethylene sheet in roll size to minimize the frequency of joints shall be delivered to job site with factory label indicating six (6) mil.
- B. Polyethylene disposable bags shall be six (6) mil with pre printed label.
- C. Tape used will be capable of sealing joints in adjacent polyethylene sheets and for attachment of polyethylene sheets to finished or unfinished surfaces of dissimilar materials and be capable of adhering under both wet and dry conditions, including the use of amended water.
- D. Surfactant (wetting agent) shall consist of fifty (50) percent polyoxyethylene ether and fifty (50) percent polyoxyethylene ester, or equivalent, and shall be mixed with water to provide a concentration of one (1) ounce surfactant to five (5) gallons of water or as directed by manufacturer.
- E. Removal, Lockdown, Bridging and Penetrating encapsulants shall be non flammable factory prepared type found acceptable by the Architect/Design Consultant. The Design Consultant may require the contractor to use white, colored or clear, based upon the requirements of the owner.

No encapsulant will be approved until the contractor demonstrates to the Architect/Design Consultant compatibility with replacement flooring.

- 1. Encapsulant shall meet the following requirements:

Fire Resistance:

ASTM E 84 84A Flame Spread Index 0 (Class A)
ASTM E162 (Class A)

Smoke Generation:

Passes ASTM E 84 84A rated 5

Toxic Gas Release:

"Well below danger level" as tested by the U.S. Battelle Institute
Temperature Range:
Up to 1000 F after curing.

- 2. Usage shall be in accordance with manufacturer's printed technical data.

- F. 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 Part 1926.1101.) Containers must be both air and watertight.
- G. Labels and signs, as required by OSHA Standard 29 CFR Part 1910.1001 and Part 1926.1101, will be used.

7.02 TOOLS AND EQUIPMENT

- A. Provide suitable tools for asbestos removal, encapsulation and enclosure.
- B. The Contractor's air monitoring professional shall have air monitoring equipment of type and quantity to monitor operations and conduct personnel exposure surveillance per OSHA requirements.
- C. Air filtering equipment shall meet HEPA requirements and be of sufficient capacity to cause at least **six (6)** air changes per hour within the work area when calculated **using a factor of .5 times the**

manufacturer capacity rating (i.e. at 50% of rated capacity). Exhaust the filtered air so as to maintain a negative inside (work area) pressure of 0.02 inches of water and of sufficient flow through the Decontamination Enclosures so as to prevent escape of airborne fibers. Equipment shall incorporate automatic warning system to indicate improper pressure drop or unit failure and automatic recording system to indicate time of continuous operation. The contractor will provide, install and use recording manometers at each decontamination enclosure.

- D. Vacuum units, of suitable size and capacities for project, shall have HEPA filter capable of trapping and retaining at least 99.97 percent of all mono dispersed particles of 0.3 micrometers in diameter or larger.
- E. The contractor shall have available power cables or source such as generator (where required).

7.03 ***EQUIPMENT REMOVAL PROCEDURES***

- A. Clean surfaces of contaminated containers and sponge or wipe before moving such items into the Waste Removal Decontamination Enclosure for final cleaning and removal to uncontaminated areas. Ensure that personnel do not leave Work Area through the Waste Removal Decontamination Enclosure.
- B. No equipment, supplies, or materials (except properly containerized waste material) shall be removed from an asbestos abatement project work area unless such equipment, supplies, or materials have been thoroughly decontaminated and cleaned free of asbestos debris. Where the configuration of the equipment, supplies or materials is such that decontamination and cleaning free of asbestos debris is neither possible nor feasible, then the object shall be thoroughly wrapped in a minimum of two (2) layers of six (6) mil polyethylene sheeting with all joints, seams and overlaps sealed with tape; or containerized in a metal drum with a locking lid. Examples include, but are not limited to, air filtration or HEPA filtered vacuuming equipment which may be wrapped in plastic rather than dismantling beyond the HEPA filters for cleaning purposes; sections of insulated pipe or other objects to be disposed of intact may be wrapped in plastic without prior removal of asbestos. Wood or other materials used to construct on site decontamination or shower units may be wrapped in plastic for disposal or transport to another contaminated work site for re use.
- C. HEPA filtered vacuum cleaners shall be emptied of collected asbestos waste contents prior to removal of the equipment from the work area.
- D. All pre filters in the air filtration devices shall be removed prior to removal of the unit from an asbestos work site. The air filtration device shall be damp cleaned completely inside and out. The equipment shall be wrapped in plastic prior to removing it from the work area.

8.01 ***PREPARATION OF WORK AREA ENCLOSURE SYSTEM***

- A. Post caution signs meeting the specifications of OSHA 29 CFR Parts 1910.1001 and 1926.1101 at any location and approaches to a location where airborne concentrations of asbestos may exceed ambient background levels. Signs shall be posted at a distance sufficiently far enough away from the work area to permit an employee to read and take necessary protective measures to avoid exposure. Additional signs may require posting following construction of workplace enclosure barriers.
- B. Lock out/tag out all electric power, including receptacles and light fixtures in the area of work activity. Any electrical fixtures that must be removed and replaced shall be done by an electrician who has a current and valid Connecticut State License for this work.
- C. HEPA filtered local exhaust ventilation shall be utilized during the installation of enclosures and supports where asbestos containing materials may be disturbed.
- D. The Contractor shall provide temporary lighting and ensure safe installation (including ground faulting)

of temporary power sources and equipment in compliance with all applicable electrical code requirements and OSHA requirements for temporary electrical systems. Note the Contractor is responsible for proper connection and deployment of electrical supply lines.

- E. Shutdown and lockout all heating, cooling, and air conditioning system (HVAC) components that are in or pass through the work area. This work must be accomplished by a tradesman who has a current valid Connecticut State License for this work.
- F. Seal off all windows, doorways, corridor entrances, drains, ducts, grills, grates, diffusers, skylights, and other openings between the work area and uncontaminated areas outside of the work area (including the outside of the building, tunnels, crawl spaces) with six (6) mil polyethylene sheeting & tape.
- G. Method of attaching polyethylene sheeting to walls and equipment shall be agreed upon in advance by the Contractor, Architect/Design Consultant and Owner's Representative and selected to minimize damage to equipment and surfaces. Method of attachment may include any combination of duct tape or other waterproof tape, furring strips, spray glue, stick pins, staples, nails, screws or other effective procedures capable of sealing adjacent polyethylene sheets and capable of sealing polyethylene to dissimilar finished or unfinished surfaces under both wet and dry conditions (including the use of amended water). The repair of any damage to existing finishes occurring, as a result of such procedures will be the sole responsibility of the contractor.
- H. Pre clean all fixed objects left in the contained work area using HEPA filtered vacuums and/or wet cleaning techniques as appropriate. Careful attention must be paid to machinery behind grills or gratings where access may difficult but contamination significant. Also pay particular attention to wall, floor, and ceiling penetrations behind fixed objects. After pre cleaning, enclose fixed objects in six (6) mil polyethylene sheeting and seal securely in place with tape. Control panels, gauges, etc. in the work area may require Agency access during abatement. These shall be designated and enclosures constructed with access flaps sealed with waterproof tape.
- I. Pre clean all surfaces in the work area using HEPA filtered vacuums and/or wet cleaning methods as appropriate. Do not use any methods that would raise dust such as dry sweeping or vacuuming with equipment not equipped with HEPA filters. Do not disturb asbestos containing materials during the pre cleaning phase.
- J. Cover walls in the work area with polyethylene sheeting. In addition, openings through these walls to uncontaminated areas of the building must be sealed.
 - 1. Walls shall be covered with two (2) separate layers of six (6) mil (minimum) polyethylene sheeting.
 - 2. Plastic shall be staggered and seams separated by a distance of at least twelve inches.
 - 3. Wall sheeting shall overlap floor sheeting by at least 12 inches beyond the wall/floor joint to provide a better seal against water damage and for negative pressure.
 - 4. Wall sheeting shall be secured adequately to prevent it from falling away from the walls. This will require additional support/attachment when negative pressure ventilation systems are operating.

8.02 ***WORKER DECONTAMINATION ENCLOSURE SYSTEM***

- A. Worker Decontamination Enclosure Systems shall be provided at all locations where workers will enter and exit the work area. All decontamination units must be located external to the work area.
- B. The Worker Decontamination Enclosure System shall consist of at least a clean room, a shower room, and an equipment room; each separated from the other by curtained doors.

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- C. Pathways into (from clean to contaminated) and out of (from contaminated to clean) the work area shall be clearly designated.
 - D. Clean room shall be sized to adequately accommodate the work crew. A location for postings shall also be provided in this area. Whenever possible, a lockable door shall be used to permit access into the clean room from outside the work area. This space shall not be used for storage of tools, equipment, or materials (except as specifically designed) or as office space.
 - E. Shower room shall contain one or more showers as necessary to adequately accommodate workers. Each showerhead shall be supplied with hot and cold water. The shower enclosure shall be constructed to ensure against leakage of any kind. An adequate supply of soap, shampoo, and towels shall be supplied by the Contractor and be available at all times. Shower water shall be drained, collected, and filtered through a system with at least 5-micron particle size collection capability, or as required by Connecticut DEP, Water Management Bureau. All filtered wastewater shall then be disposed of into a nearby sanitary drain.
 - F. The equipment room shall be used for storage of equipment and tools at the end of a shift after they have been decontaminated using a HEPA filtered vacuum and/or wet cleaning techniques as appropriate. Replacement filters (in sealed containers until used) for HEPA vacuums and negative pressure ventilation equipment, extra tools, containers of surfactant and other materials and equipment that may be required during the abatement may also be stored here as needed. A labeled six (6) mil polyethylene bag for collection of disposable clothing shall be located in the equipment room. Contaminated footwear (e.g., rubber boots, other reusable footwear) shall be stored in this area for reuse the following workday.
 - G. In specific situations where the asbestos contractor determines that it is not feasible to establish a contiguous decontamination system at a work site, the asbestos contractor shall provide written notification and provide a copy to the facility owner of intent to utilize a remote decontamination system. Such systems must be operated in conformance with 29 CFR Part 1926.1101, Appendix F and must be approved by the Project Monitor.

8.03 ***WASTE REMOVAL DECONTAMINATION ENCLOSURE***

- A. The Waste Removal Decontamination Enclosure shall be constructed at some location away from the Worker Decontamination Enclosure system. Wherever possible, this shall be located where there is direct access from the work area to the outside of the building.
- B. This enclosure system shall consist of a washroom, which will be an airlock, and a holding area. The doorways out of the work area, and from the holding area to the uncontaminated area will all be curtained.
- C. The Waste Removal Decontamination Enclosure shall be constructed in similar fashion to the Worker Decontamination Enclosure system using similar materials and airlock and curtain doorway designs.
- D. This enclosure system shall not be used to enter or exit the work area.
- E. Emergency exits shall be established and clearly marked with duct tape arrows or other effective designations to permit easy location from anywhere within the work area. They shall be secured to prevent access from uncontaminated areas and still permit emergency exiting. These exits shall be properly sealed with polyethylene sheeting, which can be cut to permit egress if needed. These exits may be the Worker Decontamination Enclosure, the Waste Removal Decontamination Enclosure and/or other alternative exits satisfactory to fire officials.
- F. Equipment and Waste Removal Procedures:
 - 1. Asbestos contaminated waste that has been single bagged and equipment shall be transported out of the work area through the Waste Removal Decontamination Enclosure.

2. Pass-out procedures shall utilize two teams of workers, an "inside" team and an "outside" team.
3. The inside team wearing appropriate protective clothing and respirators for inside the work area shall clean the outside, including bottoms, of properly labeled containers (bags, drums, or unwrapped equipment) using HEPA vacuums and wet wiping techniques and transport them into the Waste Removal Decontamination enclosure. No worker from the inside team shall further exit the work area through this enclosure.
4. The outside team, wearing appropriate protective clothing and respirators, shall enter the enclosure from outside the work area, enclose the drums or bags in clean, labeled, six (6) mil polyethylene bags and remove them from the enclosure to the outside. No worker from the outside team shall further enter the work area through this enclosure.
4. The exit from this enclosure shall be secured to prevent unauthorized entry.

8.04 ***SEPARATION OF WORK AREAS FROM OCCUPIED AREAS***

- A. Occupied areas and/or building space not within work areas shall be separated from asbestos abatement work areas by means of airtight Fixed Critical Barriers
- B. Separation of building areas shall not impair required building exits from any occupied building area.
- C. Critical Barrier - Two sheets of six (6) mil polyethylene sheeting taped securely over windows, doorways, diffusers, grills and any other openings between the work area and uncontaminated areas outside of the work area including the outside of the building.
- D. Fixed Critical Barrier - Barrier constructed of 2 x 4 frame with Fire Retardant sheathing on work side and fire rated Sheetrock that has been smoke taped on the occupied side.
- E. Contractor shall visually inspect barrier throughout work day to assure effective seal and repair defects immediately.
- F. Create pressure differential between work areas and occupied areas by the use of acceptable negative air pressure equipment.

8.05 ***MAINTENANCE OF ENCLOSURE SYSTEMS***

- A. Ensure that barriers and plastic linings are effectively sealed and taped. Repair damaged barriers and remedy defects immediately upon discovery.
- B. Visually inspect enclosures at the beginning of each work period.
- C. Use chemical smoke test methods to test effectiveness of barriers daily and provide a log of the locations, dates and name of the person performing the testing.
- D. Create pressure differential between work areas and occupied areas by the use of negative air pressure equipment. Description: High efficiency particulate air (HEPA) filtration systems shall be equipped with filtration equipment in compliance with ANSI Z9.2 1979. The equipment shall be sized to provide at least six (6) air changes per hour in the work area when rated at 50% of manufacturers published capacity. An air change shall be defined as replacement of air inside the enclosed area with air from outside the enclosed area. Automatic shutdown of system and/or warning lights to indicate improper pressure drop across filters shall be incorporated into equipment to prevent operation of equipment if filters are overloaded or ruptured. At a minimum, one additional unit per 5,000 square feet of floor space shall be installed as a backup. Each such unit shall be equal in size to the largest primary unit in the work area.
- E. At any time during the abatement activities after barriers have been erected, if visible material is

observed outside of the work area or if damage occurs to barriers, work shall immediately stop, repairs made to the barriers, and debris/residue cleaned up using appropriate HEPA vacuuming and wet mopping procedures.

- F. If air samples collected outside of the work area during abatement activities indicate airborne fiber concentrations greater than 0.010 f/cc or preliminary background/ambient air levels which are higher than 0.010 f/cc, the Contractor will be directed to halt work immediately. The Contractor will begin emergency clean up procedures to include HEPA vacuuming and wet wiping (at a minimum) at no cost to the Owner. Upon completion, air samples shall be collected in the same areas. If these areas indicate airborne fiber concentration less than 0.010 f/cc, then the Contractor may resume work. Alternately upon completion of the cleaning, the Project Monitor may perform TEM ambient air sampling. If these samples are ≤ 70 structures/mm², the contractor may resume work. All TEM samples will be analyzed within 24 hours from receipt by the laboratory. Should these samples fail this criteria, the Contractor shall re-clean and the areas will be re-sampled.
- G. Contractor shall have standby temporary power available on site. This power shall be sufficient to operate all temporary lighting and not less than one half of the installed HEPA filtration units within 15 minutes from the failure of the building power source.

8.06 ***ASBESTOS REMOVAL***

- A. Contractor shall have competent person on job at all times to ensure establishing proper enclosure system and proper work practices throughout project.
- B. Asbestos abatement work shall not commence until:
1. Enclosure systems have been constructed, tested, and then approved by the Design Consultant or Licensed Project Monitor.
 2. Negative pressure ventilation systems are functioning adequately and have been tested to minus 0.02 inches of water for 1 hour. A recording manometer strip chart will provide acceptable documentation.
 3. All pre abatement submissions, notification, posting and permits have been provided and are satisfactory to the Owner and Design Consultant.
 4. All equipment for abatement, clean up and disposal are available.
 5. All worker training (and certification) documentation is completed and approved by the Design Consultant.
 6. Contractor receives authorization from the Owner and Design Consultant.
- C. Spray asbestos materials with amended water using airless spray equipment capable of providing a "mist" application to reduce the release of fibers. The asbestos material shall be sprayed with water mist containing a wetting agent to enhance penetration. A fine spray of amended water shall be applied to reduce fiber release preceding the removal of the asbestos material.
- D. In order to maintain indoor asbestos concentrations at a minimum, the wet asbestos must be removed in manageable sections. Material drop shall not exceed eight (8) feet. For heights up to 15 feet provide inclined chutes or scaffolding to intercept drop. For heights exceeding 15 feet provide enclosed dust proof chutes.
- E. All asbestos containing material removed in enclosed work areas will be bagged on a daily basis. No ACM will be allowed to remain on the floor overnight, allowing it to dry out. The contractor will report, in writing to the Project Monitor the number of containers bagged out daily.

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- F. Seal filled containers. Place caution labels on containers in accordance with OSHA Standard 29 CFR Part 1910.1001 and 29 CFR Part 1926.1101 if not already pre printed on containers. Clean external surfaces of containers thoroughly by wet sponging in the designated area. Move containers to washroom, wet clean each container thoroughly and move to holding area by workers who have entered from uncontaminated areas dressed in clean coveralls. Ensure that workers do not enter uncontaminated areas into the washroom or the work area; ensure that contaminated workers do not exit the work area through the Waste Removal Decontamination Enclosure system.
 - G. After completion of stripping work, all surfaces from which asbestos has been removed shall be wet brushed, using a nylon brush, wet wiped and sponged or cleaned by an equivalent method to remove all visible material (wire brushes are not permitted). During this work the surfaces being cleaned shall be kept wet.
 - H. If at any time during asbestos removal, should the Owner's Project Monitor suspect contamination of areas outside the work area, he shall stop all abatement work until the Contractor takes steps to decontaminate these areas and eliminate causes of such contamination.

8.07 ***NEGATIVE PRESSURE ENCLOSURE (NPE) SYSTEMS***

Glove bags are not allowed to be used unless the work conforms with 1926.1101(g)(5)(i) Negative Pressure Enclosure (NPE) Systems (OSHA). The State of Connecticut Regulations Section 19a-332a-11 requires an Alternative Work Practice (AWP) approval prior to implementation of any modification from the standard work practices identified in 19a-332a-1 to 19a-332a-16. As the owner's representative, AMC will prepare any and all AWP's if necessary. The fees associated with the AWP's including the state-processing fee will be the sole responsibility of the abatement contractor.

8.08 ***INSPECTION OF ASBESTOS ABATEMENT PROJECTS***

The Owner or Owner's Representative shall, after proper identification, have the right to enter into any facility, or onto any property where asbestos abatement is planned or is being performed or has been performed in order to determine whether such asbestos abatement is being performed in a manner consistent with good safe practices and in accordance with the regulations.

8.09 ***ORDER TO CEASE ACTIVITY***

- A. Whenever the Owner or Owner's Representative has reason to believe on the basis of inspections or tests that asbestos abatement is being performed in violation of these regulations or specifications or, in the judgment of the Owner, is endangering the public's health, the Owner may issue a written or printed cease activity order to any person who performs, supervises or controls such asbestos abatement. Such order shall specifically describe the nature of the violation of the regulations or specifications or condition endangering the public's health.
- B. After receipt of a cease activity order, no person shall conduct asbestos abatement except in accordance with the provisions of the order.
- C. Compliance with the provisions of a cease activity order shall be determined by the Owner or Owner's Representative on the basis of re inspection or additional tests as deemed necessary.
- D. Within five (5) business days of receipt of a written request of the person subject to a cease activity order, the Owner shall hold a hearing to provide the person subject to the order an opportunity to be heard and show that asbestos abatement is being performed in accordance with the regulations and/or without endangering the public health. The cease activity order shall remain in effect until five days after said hearing, within which time the Owner shall determine whether said order should continue in effect. The cease activity order shall be revoked at the end of said five-day period if no decision is

made by the Owner or if so ordered by the Owner.

8.10 ***CLEAN UP PROCEDURES***

- A.
 - 1. Visual accumulations of loose asbestos containing waste material shall be cleaned up:
 - a. whenever sufficient asbestos containing waste material to fill a single leak tight container of the type commensurate with the properties of asbestos containing waste material has been removed, or
 - b. at the end of each work shift, or
 - c. once each working day, whichever shall occur first. Visible material shall be maintained wet until cleaned up.
 - 2. Visible accumulations of asbestos containing waste material shall be containerized utilizing rubber dust pans and rubber squeegees or HEPA vacuums.
 - 3. Metal shovels shall not be used to pick up or move accumulated asbestos containing waste material or any other debris in the vicinity of isolation or surface barriers.
- B. Accumulations of dust shall be cleaned off at all surfaces of the work area on a daily basis, using HEPA vacuum or wet cleaning methods.
- C. The waste decontamination enclosure system shall be wet cleaned twice using wet cleaning methods upon completion of waste removal.
- D. The worker decontamination enclosure system shall be wet cleaned/HEPA vacuumed, as appropriate, after each shift change and meal break.
- E. Excessive water accumulation or flooding in the work area shall require work to stop until the water is collected and disposed of properly.
- F. Additional clean up procedures shall be performed in the order set forth below prior to commencement of clearance air monitoring.
 - 1. After removal of visible accumulations of asbestos containing waste material, a HEPA vacuuming shall be performed on all surfaces. To pick up excess water and gross saturated debris, a wet dry shop vacuum, dedicated to asbestos abatement, may be used. Any water collected must be put into appropriate leak tight containers, and removed and disposed of as ACM.
 - 2. All surfaces in the work area shall be wet cleaned (first cleaning).
 - 3. The cleaned layer of the surface barriers shall be removed from walls and floors. The isolation barriers shall remain in place throughout cleanup. Decontamination enclosure systems shall remain in place and be utilized.
 - 4. After the first cleaning, the work area shall be vacated for 12 hours to allow fibers to settle. Then, all objects and surfaces in the work area shall be HEPA vacuumed and wet cleaned a second time. The Project Monitor may require the remaining plastic surface barriers to be removed, while the isolation barriers remain in position.
 - 5. After the second cleaning, the work area shall be vacated for 12 hours before wet cleaning and/or HEPA vacuuming all surfaces in the work area for a third cleaning.
 - 6. As a prerequisite to commencement of clearance air monitoring (see Paragraph 9.01 of this section), a thorough visual inspection by the Project Monitor shall verify the absence of asbestos containing waste material and the successful completion of the chosen abatement

procedure. If visible accumulations of dust or bulk asbestos containing materials (ACM) are found in the Work Area, the Contractor shall repeat the cleaning at the Contractor's expense until there are no visible accumulations. The visual inspection will detect incomplete work, damage caused by the abatement activity, and inadequate cleanup of the work site. The visual inspection shall include the use of flashlights, rags (wet or dry), fingers, tools, or scraping devices to detect accumulations of dust or bulk ACM from any area. All surfaces covered with tape or polyethylene or uncovered shall be inspected. If required, polyethylene and tape shall be cut or removed to facilitate the inspection and then repaired or replaced.

7. All containerized waste shall be removed from the work area and the holding area.
8. All tools and equipment shall be removed from the work area and decontaminated in the waste decontamination enclosure system.
9. After successful clearance air monitoring, the isolation barriers shall be removed in conjunction with the use of a HEPA vacuum.

AIR MONITORING

9.01 *INITIAL CLEARANCE TESTING*

- A. After the visual inspection is completed and all surfaces in the abatement area have dried, a procedure of lockdown using a coat of a satisfactory encapsulating agent, refer to Section 02100, Paragraph 7.01, shall be applied to all surfaces in the work area including structural members, building components and plastic sheeting on walls, floors and coverings of non removable items, to seal in non visible residue. All barriers, with the exception of the primary barriers, are to be removed. Air monitoring clearance sampling and analysis shall be undertaken after visual inspection and once the encapsulant has dried. Selection of location and number of samples shall be the responsibility of the Project Monitor. Air monitoring volumes shall be sufficient to provide a detection limit of 0.010 fibers/cc using NIOSH approved method. Maximum acceptable levels for air samples shall be 0.010 fibers/cc or less. Alternately, the clearance air testing shall utilize the procedures outlined in 40 CFR, Part 763, Appendix A to Subpart E Interim Transmission Electron Microscopy (this procedure may be mandatory) per Federal and State regulations.
- B. Areas which do not comply with the Standard for Cleaning for Initial Clearance shall continue to be cleaned by and at the Contractor's expense until the specified Standard of Cleaning is achieved as evidenced by results of air testing as previously specified. If the area should initially fail to pass the clearance testing criteria, the Contractor shall pay any additional charges for all subsequent air clearance testing for that area.
- C. Upon successful compliance with the Standard of Cleaning for Initial Clearance, mandatory respiratory protection for workers engaged in re spray or finishing work in the Work Area may be waived at the discretion of the Contractor.

9.02 *POST-ABATEMENT CLEARANCE REQUIREMENTS*

- A. Sampling shall not begin until at least 12 hours after wet cleaning has been completed and no visible pools of water or condensation remain.
- B. Samplers shall be placed at random around work area. If the work area contains floor area, a sampler shall be placed in each room. When the number of rooms is greater than the required number of samples, a representative sample of rooms shall be selected.
- C. The following aggressive sampling procedures shall be used within the work area during all clearance air monitoring:

1. Before starting the sampling pumps, use forced air equipment (such as a one horse power leaf blower) to direct exhaust air against all surfaces, including, but not limited to: walls, ceilings, floors, ledges and other surfaces in the work area. This pre sampling procedure shall take at least 5 minutes per 1,000 sq. ft. of floor area; then at other intervals during sampling period to keep mixing air.
 2. Start the sampling pumps and sample for the required time or volume.
 3. Turn off the pump and then the fan(s) when sampling is completed.
- D. Each homogeneous work area, which does not meet the clearance criteria, shall be thoroughly re-cleaned using wet methods, with the negative pressure ventilation system in operation. New samples shall be collected in the work area as described above. The process shall be repeated until the work site passes the test with the cost of re sampling borne entirely by the Contractor.
- E. For an asbestos project with more than one homogeneous work area, the release criterion shall be applied independently to each work area.

9.03 ***ANALYSIS AND REPORTING RESULTS***

Laboratory analyses shall be considered evidence of compliance with these regulations only if they conform to the following requirements:

- A. During abatement activities, turnaround time for analytical results by PCM of air samples shall be 24 hours or less.
- B. Preparation and analysis of area samples by PCM shall be by NIOSH Method 7400, using "A Rules".
- C. PCM analysis results shall be reported as a fiber concentration (f/cc) for each sample.

9.04 ***ACTION CRITERIA***

A. Criteria during Abatement Activities

If air samples collected outside of the work area during abatement activities indicate airborne fiber concentrations greater than original background levels or greater than the 0.010 f/cc as determined by Phase Contrast Microscopy, whichever is larger, work shall stop for inspection, and the integrity of barriers shall be restored. Clean up of surfaces outside the work area using HEPA vacuums or wet cleaning techniques shall be done prior to resuming abatement activities.

B. Clearance and/or Re-Occupancy Criteria

1. The clearance criteria shall be applied to each homogeneous work area independently.
2. For PCM analysis, the clearance air monitoring shall be considered satisfactory when every sample is less than or equal to 0.010 fiber/cubic centimeter (f/cc).
3. For TEM analysis, the clearance criteria shall comply with 40 CFR Part 763 (October 30, 1987).
5. The turnaround time for all Clearance Air Results will be 24 hours from time of receipt by the laboratory. If the contractor elects a shorter period, he may do so upon payment in advance of any additional cost.

10.01 ***REINSTALLATION OF DISPLACED EQUIPMENT***

When clean-up is complete:

1. Relocate objects moved to temporary locations in the course of the work to their proper positions.
2. Re-secure mounted objects removed in the course of the work in their former positions.
3. Re-establish HVAC, mechanical and electrical systems in proper working order. Install new filters and dispose of used filters as asbestos contaminated waste.

10.02 ***DISPOSAL OF ASBESTOS CONTAINING MATERIALS AND ASBESTOS CONTAMINATED WASTE***

A. Any disposal of asbestos materials and asbestos waste within Connecticut must be authorized by the Office of Solid Waste Management pursuant to Section 22a 209 8(i) of the administrative regulations of the Department of Environmental Protection, State of Connecticut. Contractor will place on site a disposal container(s) of sufficient capacity for the asbestos waste generated. All applicable NESHAP - 40 CFR Part 61 requirements must be followed.

B. GENERATOR AND/OR HAULER REQUIREMENTS

1. The asbestos materials shall be packaged in leak tight containers (i.e., six (6) mil plastic bags) and the container and/or truck used to transport the material shall be lined with six (6) mil polyethylene sheeting or equivalent.
2. All containers must be labeled in large legible letters in accordance with OSHA Regulation 29 Part CFR 1910.1001 and Part 1926.1101 49, CFR Parts 171 and 172, and 40 CFR Part 61.
3. The landfill accepting the wastes must be notified before shipping for scheduling to insure that adequate personnel and apparatus are available at the time of disposal.
4. The asbestos must be delivered in separate shipments. It must not be transported with any other materials.

10.03 ***ADDITIONAL REQUIREMENTS***

A. All applicable rules and regulations as required by the department of Labor's Occupational Safety and Health Standards, the United States Environmental Protection Agency's regulations on National Emission Standards for Hazardous Air Pollutants and the Department of Transportation regulations for the transportation of asbestos containing material, shall be followed. After full compliance with the above requirements is established the Contractor will be released from the project.

11.01 ***AIR MONITORING AND ANALYSIS - Contractor Responsibility***

A. Air sampling shall be conducted by the Contractor, as necessary, to assure that workers are using appropriate respiratory protection in accordance with OSHA Standard 29 CFR Part 1910.1001 and Part 1926.1101.

B. DOCUMENTATION OF AIR SAMPLING RESULTS MUST BE RECORDED AT THE WORK SITE WITHIN TWENTY FOUR (24) HOURS AND BE AVAILABLE FOR REVIEW BY THE PROJECT MONITOR EMPLOYED BY THE OWNER, UNTIL THE JOB IS COMPLETE. UPON COMPLETION OF THE JOB, THESE ARE TO BE FORWARDED TO THE OWNER.

1. Samples shall be analyzed in accordance with Appendix A to Section 1926.1101-OSHA Reference Method.

C. OSHA air monitoring schemes and inspections shall be conducted by a person qualified to perform

these duties. This professional must be knowledgeable and responsible for evaluation of worker protection equipment and procedures.

- D. PCM Air sampling analysis must be performed by individuals trained in the National Institute for Occupational Safety and Health (NIOSH) 582 (Method 7400) Equivalent course on Asbestos Air Sampling and Analysis and be a proficient participant in the Asbestos Analytic Registry Program for Asbestos. Documentation of individual air sample analysis qualifications must be provided to the Owner or their designated agent.
- E. All samples must be analyzed by a State of Connecticut, Department of Public Health Approved Environmental Laboratory.
- F. The contractor shall have TWA and excursion air results on site within 24 hours of sampling. The contractor, at a minimum, must comply with the chart below. All individuals involved in Class I work must use PAPR respirator protection at a minimum. Half face respirators are not acceptable when performing Class, I work.

Stop Work Level (f/cc)	Required Respirator	Minimum Protection Factor
.1	Half Face	10
.5	PAPR	50
1.0	Tyvec Pressure Demand	100

SECTION 01009**MILESTONE SCHEDULE****PART 1 – GENERAL****1.01 MASTER SCHEDULE**

The following milestone schedule serves as a basis for bidding. A Master Schedule shall be developed at a general meeting of the successful bidder within fourteen (14) days of Letter of Intent to Award the Contracts. This Master Schedule will incorporate the milestones listed below.

1.02 Milestone Dates:

- | | | |
|----|------------------------------|--------------------------|
| A. | Issue for Bid: | December 4, 2020 |
| B. | Bid Opening: | December 29, 2020 |
| C. | Award Project – on or about: | January 15, 2021 |
| D. | Submittals & Shop Drawings: | January 29, 2021 |
| E. | Start Construction: | February 1, 2021 |
| F. | Substantial Completion: | April 2, 2021 |
| G. | Final Close-out of Contract: | April 30, 2021 |

- Final Milestone Schedule to be coordinated and approved by the Town of Stratford.
- Final close out of all contracts shall be by or prior to the date established above. All work including, but not limited to punch lists, project closeout, testing, balancing, owners operation, warranties, etc. shall be complete.

END OF MILESTONE SCHEDULE

Milestone Schedule

SECTION 011000**SUMMARY****PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including the Agreement and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes the following:
1. Work covered by the Contract Documents.
 2. Type of the Contract.
 3. Use of premises.
 4. Owner's occupancy requirements.
 5. Work restrictions.
 6. Specification formats and conventions.

1.3 WORK COVERED BY CONTRACT DOCUMENTS

Project Identification:

**Renovations to:
The Baldwin Senior Center
1000 West Broad Street
Stratford, CT**

- A. Owner: The Town of Stratford
1. Owner's Representative: Brian Snyder, Architect / Project Manager,
(203) 243-3346
- B. Architect: Brian Snyder, Snyder Architects – (203) 203-243-3346
- C. The Work consists of the following:
1. The Work includes but not limited to:
 - a. Flooring asbestos abatement.
 - b. New flooring.
 - c. Miscellaneous alterations.
 - d. New toilet partitions

- e. Interior painting
- f. Lighting replacement
- g. Switch, receptacle, and cover plate replacement.

1.4 TYPE OF CONTRACT

- A. Project will be constructed under a single prime contract. Contractor to be referred to as "General Work Contractor" or "GC" or "Contractor".

1.5 USE OF PREMISES

- A. General: Contractor shall have limited use of premises for construction operations as required to perform work per Contract Documents. Contractor will coordinate access to project site with owner representative.

1.6 WORK RESTRICTIONS

- A. **On-Site Work Hours shall be coordinated with the Town of Stratford Department of Public Works and Stratford Public Schools.**

1.7 SPECIFICATION FORMATS AND CONVENTIONS

- A. Specification Format: The Specifications are organized into Divisions and Sections using the 16-division format and CSI/CSC's "MasterFormat" numbering system.
 - 1. Section Identification: The Specifications use Section numbers and titles to help cross-referencing in the Contract Documents. Sections in the Project Manual are in numeric sequence; however, the sequence is incomplete because all available Section numbers are not used. Consult the table of contents at the beginning of the Project Manual to determine numbers and names of Sections in the Contract Documents.
 - 2. Division 1: Sections in Division 1 govern the execution of the Work of all Sections in the Specifications.
- 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:
 - 1. 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.

2. 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.
 - a. 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.

PART 2 - PRODUCTS

- **Contractor agrees to order long lead materials, submit submittals and shop drawings within 5 days of being awarded contract. "Or-equal" long lead materials will be considered during the bidding period (use attached substitution form).**

PART 3 - EXECUTION (Not Used)

END OF SECTION 01100

SECTION 01250

REGULATORY REQUIREMENTS

PART 1.00 - GENERAL

1.01 RELATED DOCUMENTS

- A. The General Contract Provisions and the General Requirements of Division 1 apply to the work of this Section.

1.02 LAWS, CODES, ORDINANCES, PERMITS, FEES, ETC.

- A. All necessary permits from the municipal or other public authorities shall be secured by the Contractor who shall give all notices required by Law, Municipal Ordinances, or the Rules and Regulations of the various Municipal Bureaus or Departments, and also as a part of the Contract, shall comply with all Federal and State laws and all Municipal Ordinances or Regulations that may be applicable to this work which shall be issued (in compliance with Ordinances or Regulations existing at the time of Notice to Proceed) by any or all of said Departments as applying to the work of the Contract.
- B. Wherever in these Specifications the name of an Official, Bureau or Department is mentioned, it is intended to mean that Official, Bureau, or Department having jurisdiction.
- C. The Contractor shall deliver to the Owner all permits or certificates of approval and inspections issued by all Agencies having jurisdiction in connection with this work, before the certificate for final payment is issued.
- D. Laws, Codes, Provisions - Comply with:
 - 1. Connecticut Building Code
 - 2. NFPA 101
 - 3. OSHA
 - 4. See other codes and ordinances referenced therein.
 - 5. In case of conflicting requirements between the various codes, the Contract Documents or any other Local and State Codes or

Ordinances having jurisdiction, the most stringent shall govern.

- E. It is the intention of these Contract documents that the contractor's work be fully in compliance with all applicable codes and ordinances and that the cost of such compliance is included in the Contract Price. If there are errors or omissions in the contract documents which would result in work that was not in compliance with all the applicable codes and ordinances then the contractor shall not proceed but shall notify the architect in writing. The Contractor shall have included in the contract price the cost of all such work even in the case of errors or omissions to the contract documents if such errors and omissions could have been readily ascertainable through the exercise of reasonable diligence by the contractors.

END OF SECTION 01250

SECTION 01310**PROJECT MANAGEMENT AND COORDINATION****PART 1.00 - GENERAL****1.01 GENERAL REQUIREMENTS**

- A. Work of this Section, as shown or specified, shall be in accordance with the requirements of the Contract Documents.

1.02 WORK INCLUDED

- A. To enable orderly review of progress during construction and to provide for systematic discussions of problems, the Architect will conduct project meetings throughout the construction period.
- B. In general, project meetings will be held bi-weekly at the job site in accordance with a mutually acceptable schedule.
- C. The purpose of the project meetings is analysis of problems that might arise between the Owner and the Contractor relative to execution of the work.

1.03 RELATED WORK

- A. The Contractor's relations with his subcontractors and materials suppliers, and discussions relative thereto, are the Contractor's responsibility as described in the General Conditions and are not part of project meetings content.

1.04 QUALITY ASSURANCE

- A. Persons designated by the Contractor to attend and participate in project meetings shall have all required authority to commit the Contractor to solutions as agreed upon in the project meetings.

1.05 SUBMITTALS

- A. Agenda Items: To the maximum extent possible, advise the Architect at least 24 hours in advance of the project meeting regarding all items to be added to the agenda.

PROJECT MANAGEMENT AND COORDINATION

- B. Minimum Agenda:
1. Review work progress since last meeting.
 2. Note field observations, problems and decisions.
 3. Identify problems which impede planned progress.
 4. Review off-site fabrication problems.
 5. Develop corrective measures and procedures to regain schedule.
 6. Coordinate projected progress with other prime contractors.
 7. Review submittal schedules, expedite as required to maintain schedule.
- C. Minutes:
The Contractor will compile minutes of each project meeting and will distribute copies to the Owner and the Architect. The Contractor shall make and distribute such other copies as he wishes.

PART 2.00 - PRODUCTS

(Not Used)

PART 3.00 - EXECUTION

3.01 MEETING SCHEDULE

- A. There will be a Pre-construction meeting shortly after award of contract to review schedule, use of site, and team coordination issues.
- B. Coordinate with the Architect as required to establish a mutually acceptable schedule for project meetings.

3.02 MEETING LOCATION

- A. To the maximum extent practicable, project meetings shall be held at the job site. Provide adequate space and facility including table, chairs, and lighting for proper conduct of meetings.

3.03 ATTENDANCE

- A. To the maximum extent practicable, assign the same person or persons to represent the Contractor at project meetings throughout the construction period. Subcontractors, materials suppliers, and others may be invited to attend those project meetings in which their aspects of the work are involved.

END OF SECTION 01202

PROJECT MANAGEMENT AND COORDINATION

SECTION 01330

SUBMITTALS

PART 1.00 - GENERAL

1.01 GENERAL REQUIREMENTS

- A. Work of this Section, as shown or specified, shall be in accordance with the requirements of the Contract Documents.

1.02 WORK INCLUDED

- A. Work of this Section includes all labor, materials, equipment, and services necessary to complete submittal requirements as specified herein, including, but not limited to, the following:
 - 1. Construction schedules.
 - 2. Survey data.
 - 3. Shop drawings and samples.
 - 4. Manuals.
 - 5. Integrated drawings.

1.03 RELATED WORK

- A. Substitution requirements - Section 01600.
- B. General submittal requirements - General Conditions.

PART 2.00 - PRODUCTS

2.01 CONSTRUCTION SCHEDULES

- A. Refer to the *Agreement* for submission of a progress schedule.
- B. Contractor shall submit a Schedule of Submittals within thirty (14) days of award of contract.

2.02 SHOP DRAWINGS AND SAMPLES

A. General:

1. Samples, shop drawings, manufacturer's literature, and other required information shall be submitted in sufficient time to permit proper consideration and action on same before any materials and items are delivered on the work. All samples of materials requiring laboratory tests shall be submitted to the laboratory for testing in sufficient time to obtain test results before such materials are required to be used in the work.
2. Shop drawings for each Section of the work shall be numbered consecutively, and the numbering system shall be retained throughout all revisions. Each drawing shall have a clear space for the stamps of the Contractor, Architect, and one of the Architect's consultants.
3. No work shall be fabricated, manufactured, or installed from shop drawings stamped "Revise and Resubmit" or "Rejected", and such shop drawings shall be corrected and resubmitted by the Contractor until accepted by the Architect. At least one complete set of "No Exceptions Taken" or "Exceptions Taken As Noted" shop drawings shall be kept at the site in the Contractor's field office for reference at all times. "Revise and Resubmit" or "Rejected" shop drawings shall not be permitted at the site.
4. Submittals marked "No Exceptions Taken":
 - a. Submittals which require no corrections by the Architect will be marked "No Exceptions Taken".
5. Submittals marked "Exception Taken as Noted":
 - a. Submittals which require only a minor amount of correcting shall be marked "Exceptions Taken as Noted". This mark shall mean that checking is complete and all corrections are obvious without ambiguity. Fabrication will be allowed on work "Exceptions Taken as Noted", provided such action will expedite construction and noted corrections are adhered to. If fabrication is not made strictly in accordance with corrections noted, the item shall be rejected in the field, and the Contractor will be required to replace such work in accordance with corrected submittals.

6. Submittals marked "Revise and Resubmit" or "Rejected":
 - a. When submittals are contrary to contract requirements or too many corrections are required, they shall be marked "Revise and Resubmit" or "Rejected". No work shall be fabricated under this mark. The Architect shall list his reasons for rejection on the submittals or in the transmittal letter accompanying their return. The submittals must be corrected and resubmitted for approval.
7. All shop drawings and samples shall be identified as follows:
 - a. Date of submittal.
 - b. Title of project.
 - c. Name of Contractor and date of his approval.
 - d. Name of subcontractor or supplier and date of submittal to Contractor.
 - e. Number of submission.
 - f. Any qualification, departure, or deviation from the requirements of the Contract.
 - g. Federal Specification or ASTM number where required.
 - h. Such additional information as may be required by the Specifications for the particular material being furnished.
8. The Architect will review and approve shop drawings and samples for approval with reasonable promptness, but only for conformance with the design concept of the work and with information contained in the Contract Documents.
9. The Contractor shall submit appropriate transmittal forms with every submittal of shop drawings, manufacturer's literature, and samples. All sepia reproductions shall be rolled on cardboard tubes for resubmittal. The Contractor shall submit all required shop drawings, manufacturer's literature and samples in accordance with the following procedures noted herein.

10. Unless otherwise specifically directed by the Architect, make all shop drawings accurately to a scale sufficiently large to show all pertinent features of the item and its method of connection to the work.
11. The Contractor shall submit one copy of each standard referred to in the Specifications (ASTM, Fed. Spec., etc.) with the submission of each respective shop drawing, sample, or literature.

B. Submission of Shop Drawings:

1. **Architectural Work:** Submit one (1) sepia reproducible and two (2) black line prints of each shop drawing to the Architect for approval. If approved, the Architect will return one (1) sepia stamped "No Exceptions Taken" or "Exceptions Taken as Noted", and the Contractor shall print the required number of copies. In the event the Architect returns one (1) sepia stamped "Revise and Resubmit" or "Rejected", the Contractor shall make indicated changes and resubmit one (1) sepia reproducible and two (2) black line prints to the Architect.
2. **Structural Work and Mechanical Work:** Submit one (1) sepia reproducible and two (2) black line prints of each shop drawing to the Engineer, with one (1) black line print and copy of the transmittal form to the Architect. If accepted, the Architect shall return one (1) sepia stamped "No Exceptions Taken" or "Exceptions Taken as Noted", and the Contractor shall print the required number of copies. In the event the Architect returns one (1) sepia stamped "Revise and Resubmit" or "Rejected", the Contractor shall make indicated changes and resubmit one (1) sepia reproducible and two (2) black line prints to the Engineer, with a copy of the transmittal form and one (1) black line print to the Architect.
3. **Prints:** The Contractor shall provide all prints of shop drawings as reasonably required by subcontractors, material suppliers, superintendents, inspectors, and others as required for the work, or as directed by the Architect. The Contractor shall pay all costs in connection with printing and distribution of shop drawings.

C. Submission of Manufacturer's Literature, Including Catalog, Catalog Cuts, Brochures, Charts, Test Data, and Similar Information:

1. Manufacturers literature will receive consideration only when accompanied by the transmittal form properly filled out, as the Specification Section and paragraph numbers describing such materials. Any deviations from contract requirements shall be stated

on the above form or attached to it.

2. Architectural Work: Submit six (6) copies of manufacturer's literature to the Architect for acceptance. If accepted, the Architect will return four (4) copies stamped "No Exceptions Taken" or "Exceptions Taken as Noted". In the event the Architect returns the literature stamped "Revise and Resubmit" or "Rejected", he will return two (2) copies only. The Contractor shall resubmit six (6) copies of correct or corrected literature of all submissions stamped "Revise and Resubmit" or "Rejected", with one (1) copy of correct or corrected literature with copy of the transmittal form to the Architect.
- ~~3. Structural Work and Mechanical Work: Submit six (6) copies of manufacturer's literature to the Engineer, with one (1) copy of the literature and copy of the transmittal form to the Architect. If accepted, the Architect will return four (4) copies stamped "No Exceptions Taken" or "Exceptions Taken as Noted". In the event the Architect stamps the literature "Revise and Resubmit" or "Rejected", he will return two (2) copies only. The Contractor shall resubmit six (6) copies of correct or corrected literature to the Engineer for all submissions stamped "Revised and Resubmit" or "Rejected", with one (1) copy of correct or corrected literature with copy of the transmittal form to the Architect.~~
4. All copies of manufacturer's literature required to be resubmitted hereunder shall be original printed material. Reproductions of printed material will not receive consideration.

D. Submissions of Samples:

1. All samples shall be submitted in triplicate unless otherwise indicated in the Specifications.
2. Samples will receive consideration only when accompanied by the transmittal form properly filled out, as indicated, and listing each sample, as well as the listing of any ASTM, Federal or other standard references specified or applicable and such additional information as may be required by the Specifications for the materials being submitted. Any deviation from the contract requirements shall be so stated on the above form or attached to it.
3. The Architect shall have the right to require submission of samples of any materials, whether or not specifically indicated in the various

Sections of the Specifications.

4. Unless otherwise specified, samples of sufficient size to indicate general visual effect shall be submitted. Where samples must show a range of color, texture, finish, graining, or other similar property, the Contractor shall submit sets or pairs illustrating the full scope of the range.
5. One (1) sample of each submission will be returned to the Contractor. Samples stamped "Revise and Resubmit" or "Rejected" by the Architect shall be resubmitted in triplicate by the Contractor.
6. All samples stamped "No Exceptions Taken" or "Exceptions Taken as Noted" shall be kept at the site in the Contractor's field office facilities for reference at all times. "Revise and Resubmit" or "Rejected" samples shall not be kept at the site.

2.03 MANUALS

- A. Where manuals are required to be submitted covering included in this work, prepare all such manuals in durable plastic binders approximately 8-1/2 x 11" in size and with at least the following:
 1. Identification on, or readable through, the front cover stating general nature of the manual.
 2. Neatly typewritten index near the front of the manual furnishing immediate information as to location in the manual of all emergency data regarding the installation.
 3. Complete instructions regarding operation and maintenance of all equipment involved.
 4. Complete nomenclature of all replaceable parts, their part numbers, current cost, and name and address of nearest vendor of parts.
 5. Copy of all guarantees and warranties issued.
 6. Copy of the approved shop drawings with all data concerning changes made during construction.
- B. Where contents of manuals include manufacturer's catalog pages, clearly indicate the precise items included in this installation and delete or otherwise clearly indicate all manufacturer's data with which this installation is not concerned.

- C. Number of Copies Required: Refer to Section 01770 - Contract Closeout.

2.04 INTEGRATED DRAWINGS

- A. ~~The HVAC subcontractor shall prepare a Drawing or Drawings showing duct work, heating and sprinkler piping. This Drawing shall include location of grilles, registers, etc., and access doors in hung ceilings. Locations shall be fixed by elevations and dimensions from column center lines and/or walls.~~
- B. ~~The HVAC subcontractor shall prepare and distribute to the Plumbing and Electrical subcontractors, the General Contractor, the Construction Manager, and to the Architect a sepia of the above.~~
- C. ~~The HVAC subcontractor shall lay out on his sepia the reflected ceiling plan, beam soffit elevations, ceiling heights, roof openings, etc.~~
- D. ~~The Plumbing subcontractor shall lay out on his sepia the piping, valves, cleanouts, etc., indicating locations and elevations and shall indicate the necessary access doors.~~
- E. ~~The Electrical subcontractor shall indicate on his sepia the fixtures, large conduit runs, clearances, pull boxes, junction boxes, sound system speakers, etc.~~
- F. ~~The General Contractor shall indicate on his sepia any structural framing, ceiling hangers, etc.~~
- G. The General Contractor shall call as many meetings with the subcontractors as are necessary to resolve any conflicts that become apparent. He will call on the services of the ~~Consultant Engineer or~~ Architect where necessary. Any conflicts which result in a relocation of a finished surface are to be brought to the attention of the Architect prior to installation.
- H. ~~On resolution of the conflicts, each subcontractor shall enter his own work on the HVAC subcontractor's sepia, which shall become the master or integrated Drawing. The master sepia shall be signed by each contributing subcontractor to indicate his acceptance of the arrangement of the work.~~
- I. ~~A reproducible copy of the master integrated Drawing will be prepared by the HVAC subcontractor. The Construction Manager will make distribution to the contractors and the Architect.~~
- J. Each subcontractor shall prepare his shop Drawings in accordance with the integrated Drawings. No work will be permitted without approved shop

Drawings. It is therefore essential that this procedure be instituted as quickly as possible.

2.05 SURVEY DATA

- A. Be responsible for properly laying out the work and for the lines and measurements for the work executed under the Contract Documents. Verify the figures shown on the Drawings before laying out the work.
- B. Be responsible for the proper location and level of the work and for maintenance of the reference lines and bench marks. Establish bench marks and axis lines at each floor showing partition layout lines and dimensional reference points as required for the information and guidance of all trades.
- C. The mechanical and electrical trades shall be responsible for the layout of the duct work, piping, and conduit based on the reference lines and bench marks established.

PART 3.00 - EXECUTION

3.01 COORDINATION OF SUBMITTALS

- A. Prior to submittal for Architect's review, use all means necessary to fully coordinate all material, including the following procedures:
 - 1. Determine and verify all field dimensions and conditions, materials, catalog numbers and similar data.
 - 2. Coordinate as required with all trades and with public agencies involved.
 - 3. Secure all necessary approvals from public agencies and others and signify by stamp, or other means, that they have been secured.
 - 4. Clearly indicate all deviations from the Contract Documents.
- B. Unless otherwise specifically permitted by the Architect, make all submittals in groups containing all associated items; the Architect may reject partial submittals as not complying with the provisions of the Contract Documents.

SECTION 01400**QUALITY REQUIREMENTS****PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for quality-control services.
- B. Quality-control services include inspections, tests, and related actions, including reports performed by Contractor, by independent agencies, and by governing authorities. They do not include contract enforcement activities performed by Architect.
- C. Inspection and testing services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with Contract Document requirements.
- D. Requirements of this Section relate to customized fabrication and installation procedures, not production of standard products.
 - 1. Specific quality-control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.
 - 2. Specified inspections, tests, and related actions do not limit Contractor's quality-control procedures that facilitate compliance with Contract Document requirements.
 - 3. Requirements for Contractor to provide quality-control services required by Architect, Owner, or authorities having jurisdiction are not limited by provisions of this Section.
- E. Related Sections: The following Sections contain requirements that relate to this Section:
 - 1. Division 1 Section "Submittals" specifies requirements for development of a

schedule of required tests and inspections.

1.3 RESPONSIBILITIES

- A. Contractor Responsibilities: Unless otherwise indicated as the responsibility of another identified entity, Contractor shall provide inspections, tests, and other quality-control services specified elsewhere in the Contract Documents and required by authorities having jurisdiction. Costs for these services are included in the Contract Sum.
1. Where individual Sections specifically indicate that certain inspections, tests, and other quality-control services are the Contractor's responsibility, the Contractor shall employ and pay a qualified independent testing agency to perform quality-control services. Costs for these services are included in the Contract Sum.
 2. Where individual Sections specifically indicate that certain inspections, tests, and other quality-control services are the Owner's responsibility, the Owner will employ and pay a qualified independent testing agency to perform those services.
- B. Retesting: The Contractor is responsible for retesting where results of inspections, tests, or other quality-control services prove unsatisfactory and indicate noncompliance with Contract Document requirements, regardless of whether the original test was Contractor's responsibility.
1. The cost of retesting construction, revised or replaced by the Contractor, is the Contractor's responsibility where required tests performed on original construction indicated noncompliance with Contract Document requirements.
- C. Associated Services: Cooperate with agencies performing required inspections, tests, and similar services, and provide reasonable auxiliary services as requested. Notify the agency sufficiently in advance of operations to permit assignment of personnel. Auxiliary services required include, but are not limited to, the following:
1. Provide access to the Work.
 2. Furnish incidental labor and facilities necessary to facilitate inspections and tests.
 3. Take adequate quantities of representative samples of materials that require testing or assist the agency in taking samples.
 4. Provide facilities for storage and curing of test samples.
 5. Deliver samples to testing laboratories.
 6. Provide the agency with a preliminary design mix proposed for use for materials mixes that require control by the testing agency.
 7. Provide security and protection of samples and test equipment at the Project Site.

- D. Duties of the Testing Agency: The independent agency engaged to perform inspections, sampling, and testing of materials and construction specified in individual Sections shall cooperate with the Architect and the Contractor in performance of the agency's duties. The testing agency shall provide qualified personnel to perform required inspections and tests.
1. The agency shall notify the Architect and the Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
 2. The agency is not authorized to release, revoke, alter, or enlarge requirements of the Contract Documents or approve or accept any portion of the Work.
 3. The agency shall not perform any duties of the Contractor.
- E. Coordination: Coordinate the sequence of activities to accommodate required services with a minimum of delay. Coordinate activities to avoid the necessity of removing and replacing construction to accommodate inspections and tests.
1. The Contractor is responsible for scheduling times for inspections, tests, taking samples, and similar activities.

1.4 SUBMITTALS

- A. Unless the Contractor is responsible for this service, the independent testing agency shall submit a certified written report, in duplicate, of each inspection, test, or similar service to the Architect. If the Contractor is responsible for the service, submit a certified written report, in duplicate, of each inspection, test, or similar service through the Contractor.
1. Submit additional copies of each written report directly to the governing authority, when the authority so directs.
 2. Report Data: Written reports of each inspection, test, or similar service include, but are not limited to, the following:
 - a. Date of issue.
 - b. Project title and number.
 - c. Name, address, and telephone number of testing agency.
 - d. Dates and locations of samples and tests or inspections.
 - e. Names of individuals making the inspection or test.
 - f. Designation of the Work and test method.
 - g. Identification of product and Specification Section.
 - h. Complete inspection or test data.
 - i. Test results and an interpretation of test results.

- j. Ambient conditions at the time of sample taking and testing.
- k. Comments or professional opinion on whether inspected or tested Work complies with Contract Document requirements.
- l. Name and signature of laboratory inspector.
- m. Recommendations on retesting.

1.5 QUALITY ASSURANCE

- A. Qualifications for Service Agencies: Engage inspection and testing service agencies, including independent testing laboratories, that are pre-qualified as complying with the American Council of Independent Laboratories' "Recommended Requirements for Independent Laboratory Qualification" and that specialize in the types of inspections and tests to be performed.
 - 1. Each independent inspection and testing agency engaged on the Project shall be authorized by authorities having jurisdiction to operate in the state where the Project is located.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 REPAIR AND PROTECTION

- A. General: Upon completion of inspection, testing, sample taking and similar services, repair damaged construction and restore substrates and finishes. Comply with Contract Document requirements for Division 1 Section "Cutting and Patching."
- B. Protect construction exposed by or for quality-control service activities, and protect repaired construction.
- C. Repair and protection is Contractor's responsibility, regardless of the assignment of responsibility for inspection, testing, or similar services.

END OF SECTION 01400

SECTION 01600**PRODUCT REQUIREMENTS****PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes the following administrative and procedural requirements: selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; product substitutions; and comparable products.
- B. Related Sections include the following:
1. Division 1 Section "Allowances" for products selected under an allowance.
 2. Division 1 Section "Alternates" for products selected under an alternate.
 3. Division 1 Section "Closeout Procedures" for submitting warranties for contract closeout.
 4. Divisions 2 through 16 Sections for specific requirements for warranties on products and installations specified to be warranted.

1.3 DEFINITIONS

- A. Products: Items purchased for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation, shown or listed in manufacturer's published product literature, that is current as of date of the Contract Documents.
 2. New Products: Items that have not previously been incorporated into another project or facility, except that products consisting of recycled-content materials are allowed, unless explicitly stated otherwise. Products salvaged or recycled from other projects are not considered new products.
 3. Comparable Product: Product that is demonstrated and approved through submittal process, or where indicated as a product substitution, to have the indicated qualities related to type, function, dimension, in-service

performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.

- B. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.
- C. Basis-of-Design Product Specification: Where a specific manufacturer's product is named and accompanied by the words "basis of design," including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of other named manufacturers.
- D. Manufacturer's Warranty: Preprinted written warranty published by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
- E. Special Warranty: Written warranty required by or incorporated into the Contract Documents, either to extend time limit provided by manufacturer's warranty or to provide more rights for Owner.

1.4 SUBMITTALS

- A. Product List: Submit a list, in tabular form, showing specified products. Include generic names of products required. Include manufacturer's name and proprietary product names for each product.
 1. Coordinate product list with Contractor's Construction Schedule and the Submittals Schedule.
 2. Form: Tabulate information for each product under the following column headings:
 - a. Specification Section number and title.
 - b. Generic name used in the Contract Documents.
 - c. Proprietary name, model number, and similar designations.
 - d. Manufacturer's name and address.
 - e. Supplier's name and address.
 - f. Installer's name and address.
 - g. Projected delivery date or time span of delivery period.
 - h. Identification of items that require early submittal approval for scheduled delivery date.
 3. Completed List: Within 60 days after date of commencement of the Work, submit 3 copies of completed product list. Include a written explanation for omissions of data and for variations from Contract requirements.

4. Architect's Action: Architect will respond in writing to Contractor within 15 days of receipt of completed product list. Architect's response will include a list of unacceptable product selections and a brief explanation of reasons for this action. Architect's response, or lack of response, does not constitute a waiver of requirement that products comply with the Contract Documents.

B. **Substitution Requests: Submit three copies of each request for consideration no later than 5 business days prior to bid opening.** Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.

1. Substitution Request Form: Use form provided at end of Section.
2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
 - a. Statement indicating why specified material or product cannot be provided.
 - b. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by Owner and separate contractors, that will be necessary to accommodate proposed substitution.
 - c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
 - d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
 - e. Samples, where applicable or requested.
 - f. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners.
 - g. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
 - h. Research/evaluation reports evidencing compliance with building code in effect for Project, from a model code organization acceptable to authorities having jurisdiction.
 - i. Detailed comparison of Contractor's Construction Schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating lack of availability or delays in delivery.
 - j. Cost information, including a proposal of change, if any, in the Contract Sum.
 - k. Contractor's certification that proposed substitution complies with requirements in the Contract Documents and is appropriate for applications indicated.

- I. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.
- 3. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within one week of receipt of a request for substitution. Architect will notify Contractor of acceptance or rejection of proposed substitution within 15 days of receipt of request, or 7 days of receipt of additional information or documentation, whichever is later.
 - a. Form of Acceptance: Change Order.
 - b. Use product specified if Architect cannot make a decision on use of a proposed substitution within time allocated.
- C. Basis-of-Design Product Specification Submittal: Comply with requirements in Division 1 Section "Submittal Procedures." Show compliance with requirements.

1.5 QUALITY ASSURANCE

- A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, product selected shall be compatible with products previously selected, even if previously selected products were also options.
 - 1. Each contractor is responsible for providing products and construction methods compatible with products and construction methods of other contractors.
 - 2. If a dispute arises between contractors over concurrently selectable but incompatible products, Architect will determine which products shall be used.

1.6 PRODUCT DELIVERY, STORAGE, AND HANDLING

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

- complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
4. Inspect products on delivery to ensure compliance with the Contract Documents and to ensure that products are undamaged and properly protected.
 5. Store products to allow for inspection and measurement of quantity or counting of units.
 6. Store materials in a manner that will not endanger Project structure.
 7. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.
 8. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
 9. Protect stored products from damage.
- B. Storage: Provide a secure location and enclosure at Project site for storage of materials and equipment by Owner's construction forces. Coordinate location with Owner.

1.7 PRODUCT WARRANTIES

- A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.
- B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution. Submit a draft for approval before final execution.
1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
 2. Specified Form: Forms are included with the Specifications. Prepare a written document using appropriate form properly executed.
 3. Refer to Divisions 2 through 16 Sections for specific content requirements and particular requirements for submitting special warranties.
- C. Submittal Time: Comply with requirements in Division 1 Section "Closeout Procedures."

PART 2 - PRODUCTS

2.1 PRODUCT OPTIONS

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

product by one of the manufacturers listed that complies with requirements.

- a. Substitutions may be considered, unless otherwise indicated.
5. Available Products: Where Specification paragraphs or subparagraphs titled "Available Products" introduce a list of names of both products and manufacturers, provide one of the products listed or another product that complies with requirements. Comply with provisions in "Comparable Products" Article to obtain approval for use of an unnamed product.
 6. Available Manufacturers: Where Specification paragraphs or subparagraphs titled "Available Manufacturers" introduce a list of manufacturers' names, provide a product by one of the manufacturers listed or another manufacturer that complies with requirements. Comply with provisions in "Comparable Products" Article to obtain approval for use of an unnamed product.
 7. Product Options: Where Specification paragraphs titled "Product Options" indicate that size, profiles, and dimensional requirements on Drawings are based on a specific product or system, provide either the specific product or system indicated or a comparable product or system by another manufacturer. Comply with provisions in "Product Substitutions" Article.
 8. Basis-of-Design Products: Where Specification paragraphs or subparagraphs titled "Basis-of-Design Product[s]" are included and also introduce or refer to a list of manufacturers' names, provide either the specified product or a comparable product by one of the other named manufacturers. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with provisions in "Comparable Products" Article to obtain approval for use of an unnamed product.
 - a. Substitutions may be considered, unless otherwise indicated.
 9. Visual Matching Specification: Where Specifications require matching an established Sample, select a product (and manufacturer) that complies with requirements and matches Architect's sample. Architect's decision will be final on whether a proposed product matches satisfactorily.
 - a. If no product available within specified category matches satisfactorily and complies with other specified requirements, comply with provisions of the Contract Documents on "substitutions" for selection of a matching product.
 10. Visual Selection Specification: Where Specifications include the phrase "as selected from manufacturer's colors, patterns, textures" or a similar phrase, select a product (and manufacturer) that complies with other specified requirements.

- a. Standard Range: Where Specifications include the phrase "standard range of colors, patterns, textures" or similar phrase, Architect will select color, pattern, or texture from manufacturer's product line that does not include premium items.
 - b. Full Range: Where Specifications include the phrase "full range of colors, patterns, textures" or similar phrase, Architect will select color, pattern, or texture from manufacturer's product line that includes both standard and premium items.
11. Allowances: Refer to individual Specification Sections and "Allowance" provisions in Division 1 for allowances that control product selection and for procedures required for processing such selections.

2.2 PRODUCT SUBSTITUTIONS

- A. **Timing: Architect will consider requests for substitution if received no later than 5 business days prior to bid opening.** Requests received after that time may be considered or rejected at discretion of Architect.
- B. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
 1. Requested substitution offers Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume. Owner's additional responsibilities may include compensation to Architect for redesign and evaluation services, increased cost of other construction by Owner, and similar considerations.
 2. Requested substitution does not require extensive revisions to the Contract Documents.
 3. Requested substitution is consistent with the Contract Documents and will produce indicated results.
 4. Substitution request is fully documented and properly submitted.
 5. Requested substitution will not adversely affect Contractor's Construction Schedule.
 6. Requested substitution has received necessary approvals of authorities having jurisdiction.
 7. Requested substitution is compatible with other portions of the Work.
 8. Requested substitution has been coordinated with other portions of the Work.
 9. Requested substitution provides specified warranty.
 10. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is

uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

2.3 COMPARABLE PRODUCTS

- A. Where products or manufacturers are specified by name, submit the following, in addition to other required submittals, to obtain approval of an unnamed product:
1. Evidence that the proposed product does not require extensive revisions to the Contract Documents, that it is consistent with the Contract Documents and will produce the indicated results, and that it is compatible with other portions of the Work.
 2. Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant qualities include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
 3. Evidence that proposed product provides specified warranty.
 4. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners, if requested.
 5. Samples, if requested.

PART 3 - EXECUTION (Not Used)

END OF SECTION 01600

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SUBSTITUTION REQUEST (After the Bidding Phase)

Project: _____ Substitution Request Number: _____

 From: _____
 To: _____ Date: _____

 A/E Project Number: _____
 Re: _____ Contract For: _____

Specification Title: _____ Description: _____
 Section: _____ Page: _____ Article/Paragraph: _____

Proposed Substitution: _____
 Manufacturer: _____ Address: _____ Phone: _____
 Trade Name: _____ Model No.: _____
 Installer: _____ Address: _____ Phone: _____

History: New product 2-5 years old 5-10 yrs old More than 10 years old

Differences between proposed substitution and specified product: _____

Point-by-point comparative data attached - REQUIRED BY A/E

Reason for not providing specified item: _____

Similar Installation:

Project: _____ Architect: _____
 Address: _____ Owner: _____
 _____ Date Installed: _____

Proposed substitution affects other parts of Work: No Yes; explain _____

Savings to Owner for accepting substitution: _____ (\$ _____).

Proposed substitution changes Contract Time: No Yes [Add] [Deduct] _____ days.

Supporting Data Attached: Drawings Product Data Samples Tests Reports _____

**SUBSTITUTION
REQUEST
(Continued)**

The Undersigned certifies:

- Proposed substitution has been fully investigated and determined to be equal or superior in all respects to specified product.
- Same warranty will be furnished for proposed substitution as for specified product.
- Same maintenance service and source of replacement parts, as applicable, is available.
- Proposed substitution will have no adverse effect on other trades and will not affect or delay progress schedule.
- Cost data as stated above is complete. Claims for additional costs related to accepted substitution which may subsequently become apparent are to be waived.
- Proposed substitution does not affect dimensions and functional clearances.
- Payment will be made for changes to building design, including A/E design, detailing, and construction costs caused by the substitution.
- Coordination, installation, and changes in the Work as necessary for accepted substitution will be complete in all respects.

Submitted by: _____

Signed by: _____

Firm: _____

Address: _____

Telephone: _____

Attachments: _____

A/E's REVIEW AND ACTION

- Substitution approved - Make submittals in accordance with Specification Section 01330.
- Substitution approved as noted - Make submittals in accordance with Specification Section 01330.
- Substitution rejected - Use specified materials.
- Substitution Request received too late - Use specified materials.

Signed by:

Date:

Additional Comments: Contractor Subcontractor Supplier Manufacturer A/E _____

SECTION 01731**CUTTING AND PATCHING****PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including the Agreement and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes procedural requirements for cutting and patching.
- B. Related Sections include the following:
 - 1. Division 1 Section "Selective Removals & Demolition" for demolition of selected portions of the building for alterations.
 - 2. Divisions 2 through 16 Sections for specific requirements and limitations applicable to cutting and patching individual parts of the Work.
 - a. Requirements in this Section apply to mechanical and electrical installations. Refer to Divisions 15 and 16 Sections for other requirements and limitations applicable to cutting and patching mechanical and electrical installations.

1.3 DEFINITIONS

- A. Cutting: Removal of existing construction necessary to permit installation or performance of other Work.
- B. Patching: Fitting and repair work required to restore surfaces to original conditions after installation of other Work.

1.4 QUALITY ASSURANCE

- A. Structural Elements: Do not cut and patch structural elements in a manner that could change their load-carrying capacity or load-deflection ratio.
 - 1. Joists and slabs
 - 2. Masonry bearing walls or piers
 - 3. Trusses

- B. Operational Elements: Do not cut and patch the following operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety.
1. Primary operational systems and equipment.
 2. Air or smoke barriers.
 3. Fire-protection systems.
 4. Control systems.
 5. Communication systems.
 6. Conveying systems.
 7. Electrical wiring systems.
 8. Operating systems of special construction in Division 13 Sections.
- C. Miscellaneous Elements: Do not cut and patch the following elements or related components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety.
1. Water, moisture, or vapor barriers.
 2. Membranes and flashings.
 3. Equipment supports.
 4. Piping, ductwork, vessels, and equipment.
 5. Noise- and vibration-control elements and systems.
- D. Visual Requirements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch construction exposed on the exterior or in occupied spaces in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.
- E. Cutting and Patching Conference: Before proceeding, meet at Project site with parties involved in cutting and patching, including mechanical and electrical trades. Review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding.

1.5 WARRANTY

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

PART 2 - PRODUCTS

2.1 MATERIALS

- A. General: Comply with requirements specified in other Sections of these Specifications.
- B. Existing Materials: Use materials identical to existing materials. For exposed surfaces, use materials that visually match existing adjacent surfaces to the fullest extent possible.
 - 1. If identical materials are unavailable or cannot be used, use materials that, when installed, will match the visual and functional performance of existing materials.

PART 3 - EXECUTION

3.1 EXAMINATION

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

3.2 PREPARATION

- A. Temporary Support: Provide temporary support of Work to be cut.
- B. Protection: Protect existing construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
- C. Adjoining Areas: Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.
- D. Existing Services: Where existing services are required to be removed, relocated, or abandoned, bypass such services before cutting to minimize interruption of services to occupied areas.

3.3 PERFORMANCE

- A. General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
1. Cut existing construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.
- B. Cutting: Cut existing construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots as small as possible, neatly to size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
 2. Existing Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
 3. Concrete and Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
 4. Excavating and Backfilling: Comply with requirements in applicable Division 2 Sections where required by cutting and patching operations.
 5. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
 6. Proceed with patching after construction operations requiring cutting are complete.
- C. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other Work. Patch with durable seams that are as invisible as possible. Provide materials and comply with installation requirements specified in other Sections of these Specifications.
1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate integrity of installation.
 2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.
 3. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove existing floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.

- a. Where patching occurs in a painted surface, apply primer and intermediate paint coats over the patch and apply final paint coat over entire unbroken surface containing the patch. Provide additional coats until patch blends with adjacent surfaces.
4. Ceilings: Patch, repair, or rehang existing ceilings as necessary to provide an even-plane surface of uniform appearance.
5. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weather-tight condition.

END OF SECTION 01731

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SECTION 01732**SELECTIVE REMOVALS & DEMOLITION****PART 1 - GENERAL**

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Miscellaneous demolition and removals per construction drawings.

1.3 DEFINITIONS

- A. Remove: Detach items from existing construction and legally dispose of them off-site, unless indicated to be removed and salvaged or removed and reinstalled.
- B. Existing to Remain: Existing items of construction that are not to be removed and that are not otherwise indicated to be removed, removed and salvaged, or removed and reinstalled.

1.4 SUBMITTALS

- A. Schedule of Selective Demolition Activities: Indicate the following:
 - 1. Detailed sequence of selective demolition and removal work, with starting and ending dates for each activity. Ensure Owner's building manager's and other tenants' on-site operations are uninterrupted.
 - 2. Locations of proposed dust- and noise-control temporary partitions and means of egress, including for other tenants affected by selective demolition operations.
 - 3. Coordination of Owner's continuing occupancy of portions of existing building and of Owner's partial occupancy of completed Work.

1.5 QUALITY ASSURANCE

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

- B. Pre-demolition Conference: Conduct conference at Project site. Review methods and procedures related to selective demolition including, but not limited to, the following:
 1. Inspect and discuss condition of construction to be selectively demolished.
 2. Review structural load limitations of existing structure.
 3. Review and finalize selective demolition schedule and verify availability of materials, demolition personnel, equipment, and facilities needed to make progress and avoid delays.
 4. Review requirements of work performed by other trades that rely on substrates exposed by selective demolition operations.
 5. Review areas where existing construction is to remain and requires protection.

1.6 PROJECT CONDITIONS

- A. Owner will occupy portions of building immediately adjacent to selective demolition area. Conduct selective demolition so Owner's operations will not be disrupted.
 1. Comply with requirements specified in Division 1 Section "Summary."
- B. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
- C. Notify Architect of discrepancies between existing conditions and Drawings before proceeding with selective demolition.
- D. Storage or sale of removed items or materials on-site is not permitted.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required.
- B. When unanticipated mechanical, electrical, or structural elements that conflict with intended function or design are encountered, investigate and measure the nature and extent of conflict. Promptly submit a written report to Architect.
- C. Perform surveys as the Work progresses to detect hazards resulting from selective demolition activities.

3.2 PREPARATION

- A. Temporary Facilities: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.

1. Provide protection to ensure safe passage of people around selective demolition area and to and from occupied portions of building.
2. Provide temporary weather protection, during interval between selective demolition of existing construction on exterior surfaces and new construction, to prevent water leakage and damage to structure and interior areas.
3. Protect walls, ceilings, floors, and other existing finish work that are to remain or that are exposed during selective demolition operations.
4. Cover and protect furniture, furnishings, and equipment that have not been removed.
5. Comply with requirements for temporary enclosures, dust control, heating, and cooling specified in Division 1 Section "Temporary Facilities and Controls."

3.3 SELECTIVE DEMOLITION, GENERAL

- A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:
1. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
 2. Dispose of demolished items and materials promptly.
- B. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Architect, items may be removed to a suitable, protected storage location during selective demolition and cleaned and reinstalled in their original locations after selective demolition operations are complete.

3.4 DISPOSAL OF DEMOLISHED MATERIALS

- A. General: Remove demolished materials from Project site and legally dispose of them in an EPA-approved landfill.
1. Do not allow demolished materials to accumulate on-site.
 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
 3. Remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.
- B. Burning: Do not burn demolished materials.
- C. Disposal: Transport demolished materials off Owner's property and legally dispose of them.

3.5 CLEANING

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

END OF SECTION 01732

SECTION 01770

CONTRACT CLOSEOUT

PART 1.00 - GENERAL

1.01 GENERAL REQUIREMENTS

- A. Work of this Section, as shown or specified, shall be in accordance with the requirements of the Contract Documents.

1.02 WORK INCLUDED

- A. Work of this Section includes all labor, materials, equipment, and services necessary to complete the contract closeout, including, but not limited to, the following:
 - 1. Punch list.
 - 2. Final cleaning.
 - 3. Warranties.
 - 4. Operating and maintenance data.
 - 5. Project record documents.
 - 6. Waiver of Release of Liens from All Suppliers and Sub-Contractors
 - 7. Certificate of Occupancy.

1.03 RELATED WORK

- A. Submittals - Section 01330.
- B. *Agreement.*

1.04 PUNCH LIST

- A. Contractor:
 - 1. Submit written declaration to Architect that project is substantially complete.
 - 2. Submit list of items to be completed or corrected.

- B. Owner, Construction Manager and Architect will make preliminary inspection after receipt to Contractor's declaration.
- C. Should Owner, Architect, and/or Construction manager consider that work is substantially complete:
 - 1. Architect will prepare a punch list of items to be completed or corrected, as determined by the inspection.
 - 2. Architect will prepare and issue a Certificate of Substantial Completion, containing:
 - a. Date of substantial completion.
 - b. Punch list of items to be completed or corrected.
 - c. The time within which Contractor shall complete or correct work of listed items.
 - d. Date or time Owner will assume possession of work or designated portion thereof.
- D. Contractor: Complete work listed for completion or correction, within designated time.

1.05 FINAL INSPECTION

- A. Contractor shall submit written declaration to Owner, Architect and Construction Manager that:
 - 1. All aspects of Contract Documents have been complied with.
 - 2. All items on substantial completion punch list have been completed.
 - 3. All tools, construction equipment, and surplus materials have been removed from site.
- B. Contractor with Owner, Architect, and Construction Manager will make final inspection to ensure completion of all contract requirements.
- C. When Owner, Architect and Construction Manager consider that work is finally complete in accordance with Contract Document requirements, the Architect will prepare and process closeout documents.

1.06 FINAL CLEANING

- A. The Contractor shall be responsible for final cleaning. The building shall be prepared for occupancy by a thorough cleaning throughout, including washing (or cleaning by other approved methods) of surfaces on which dirt or dust has collected, and by washing glass on both sides. Wash exterior glass using a window cleaning contractor specializing in such work. Provide and maintain adequate runner strips of non-staining reinforced Kraft building paper on finished floors as required for protection. Leave equipment in an undamaged, bright, clean, and polished condition. Re-cleaning will not be required after the work has been inspected and accepted unless later operations of the Contractor make re-cleaning of certain portions necessary.
- B. Employ experienced workmen or professional cleaners for final cleaning.
- C. In preparation for Substantial Completion or occupancy, conduct final inspection of sight-exposed interior and exterior surfaces.
- D. Remove grease, dirt, dust, stains, labels, fingerprints and other foreign materials from sight-exposed interior and exterior finished surfaces; polish surfaces so designated to shine finish.
- E. Repair, patch and touch-up marred surfaces to specified finish, to match adjacent surfaces.
- F. Broom clean paved surfaces; rake clean "landscaped" grounds.
- G. Clean ducts, blowers and coils.

1.07 DOCUMENTS REQUIRED PRIOR TO FINAL PAYMENT

- A. Prior to final payment, and before the issuance of a final certificate of payment, the Contractor shall file the following papers with the Architect:
 - 1. Warranties: The warranty required by the *Agreement* and any other extended warranties stated in the technical Sections of the Specifications.
 - 2. Release of liens from contractor and all entitles of contractor.
 - 3. Consent of Surety to Final Payment.
 - 4. Contractor's Affidavit of Release of Liens (AIA G706A).

5. Contractors Affidavit of Payment of Debts and Claims (AIA G706)
6. Certification of Payment of Prevailing Wage Rates (If applicable).
7. Contractor's certified statement that no asbestos containing material was incorporated into the project.
8. Operation and Maintenance Manuals:
 - a. Furnish complete set of manuals in PDF format containing the manufacturer's instructions for maintenance and operation of each item of equipment and apparatus furnished under the contract and any additional data specifically required under the various Sections of the Specifications. Refer to Section 01330 - Submittals, for further requirements.
9. Project Record Documents:
 - a. As the work progresses, keep a complete and accurate record of changes or deviations from the Contract Documents and the shop drawings, indicating the work as actually installed. Changes shall be neatly and correctly shown on the respective portion of the affected document, using blackline prints of the drawings affected, or the specifications, with appropriate supplementary notes. This record set of drawings, shop drawings, and specifications shall be kept at the job site for inspection by the Architect and Owner.
 - b. The records above shall be arranged in order, in accordance with the various sections of the Specifications, and properly indexed. At the completion of the work, certify by endorsement thereof that each of the revised prints of the drawings and Specifications is complete and accurate. Prior to application for final payment, and as a condition to its approval by the Architect and Owner, deliver the record drawings and specifications, arranged in proper order, indexed, and endorsed as hereinbefore specified. Provide suitable transfer cases and deliver the records therein, indexed and marked for each division of the work.
 - c. No review or receipt of such records by the Architect or Owner shall be a waiver of any deviation from the Contract Documents or the shop drawings or in any way relieve the Contractor from his responsibility to perform the work in accordance with the Contract Documents and the shop drawings to the extent they are in accordance with the

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Contract Documents.

10. Certificate of Occupancy: The Contractor shall obtain a Certificate of Occupancy and pay for these certificates and deliver them to the Architect.

1.08 EQUIPMENT SYSTEMS DEMONSTRATION

- A. Upon completion of the work and tests, instruct the Owner's Representative in the operation, adjustment and maintenance of systems and equipment furnished.
- B. The Owner will determine date of starting the instruction. The respective Subcontractor shall provide instructions for each system installed.

PART 2.00 - PRODUCTS

(Not Used)

PART 3.00 - EXECUTION

(Not Used)

END OF SECTION 01770

SECTION 08211

FLUSH WOOD DOORS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Solid-core doors with wood-veneer faces.
 - 2. Factory finishing flush wood doors.
 - 3. Factory fitting flush wood doors to frames and factory machining for hardware.

- B. Related Sections include the following:
 - 1. Division 8 Section "Steel Doors and Frames" for wood doors fitted into steel frames.
 - 2. Division 8 Section "Glazing" for glass view panels in flush wood doors.

1.3 SUBMITTALS

- A. Product Data: For each type of door. Include details of core and edge construction, trim for openings, and louvers.
 - 1. Include factory-finishing specifications.

- B. Shop Drawings: Indicate location, size, and hand of each door; elevation of each kind of door; construction details not covered in Product Data; location and extent of hardware blocking; and other pertinent data.
 - 1. Indicate dimensions and locations of mortises and holes for hardware.

2. Indicate dimensions and locations of cutouts
3. Indicate requirements for veneer matching
4. Indicate doors to be factory finished and finish requirements.
5. Indicate fire ratings for fire doors.

C. Samples for Verification: As follows:

1. Corner sections of doors approximately 8 by 10 inches (200 by 250 mm) with door faces and edgings representing the typical range of color and grain for each species of veneer and solid lumber required. Finish sample with same materials proposed for factory-finished doors.
2. Frames for light openings, 6 inches (150 mm) long, for each material, type, and finish required.

1.4 QUALITY ASSURANCE

- A. Source Limitations: Obtain flush wood doors through one source from a single manufacturer.
- B. Quality Standard: Comply with the following standard:
1. NWWDA Quality Standard: NWWDA I.S.1-A, "Architectural Wood Flush Doors."
 2. AWI Quality Standard: AWI's "Architectural Woodwork Quality Standards" for grade of door, core, construction, finish, and other requirements.
- C. Fire-Rated Wood Doors: Doors complying with NFPA 80 that are listed and labeled by a testing and inspecting agency acceptable to authorities having jurisdiction, for fire ratings indicated, based on testing according to NFPA 252.
1. Test Pressure: Test at atmospheric pressure.
 2. Oversized, Fire-Rated Wood Doors: For door assemblies exceeding sizes of tested assemblies, provide manufacturer's certificate stating that doors comply with all standard construction requirements of tested and labeled fire-door assemblies except for size.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Protect doors during transit, storage, and handling to prevent damage, soiling, and deterioration. Comply with requirements of referenced standard and manufacturer's written instructions.

1. Individually package doors in plastic bags or cardboard cartons.
- B. Mark each door with individual opening numbers used on Shop Drawings. Use removable tags or concealed markings.

1.6 PROJECT CONDITIONS

- A. Environmental Limitations: Do not deliver or install doors until building is enclosed, wet-work is complete, and HVAC system is operating and will maintain temperature and relative humidity at occupancy levels during the remainder of the construction period.

1.7 WARRANTY

- A. General Warranty: Door manufacturer's warranty specified in this Article shall not deprive the Owner of other rights the Owner may have under other provisions of the Contract Documents and shall be in addition to, and run concurrent with, other warranties made by the Contractor under requirements of the Contract Documents.
- B. Door Manufacturer's Warranty: Submit written agreement on door manufacturer's standard form, signed by manufacturer, Installer, and Contractor, agreeing to repair or replace defective doors that have warped (bow, cup, or twist) more than 1/4 inch (6.35 mm) in a 42-by-84-inch (1067-by-2134-mm) section or that show telegraphing of core construction in face veneers exceeding 0.01 inch in a 3-inch (0.25 mm in a 75-mm) span, or do not comply with tolerances in referenced quality standard.
 1. Warranty shall also include installation and finishing that may be required due to repair or replacement of defective doors.
 2. Warranty shall be in effect during the following period of time after the date of Substantial Completion:
 - a. Solid-Core Interior Doors: Life of installation.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not

limited to, the following:

1. Flush Wood Doors:
 - a. Algoma Hardwoods Inc.
 - b. Eagle Plywood & Door Manufacturing, Inc.
 - c. Eggers Industries; Architectural Door Division.
 - d. Graham Manufacturing Corp
 - e. Marlite.
 - f. Mohawk Flush Doors, Inc.
 - g. V-T Industries Inc.
 - h. Weyerhaeuser Co.

2.2 DOOR CONSTRUCTION, GENERAL

A. Doors for Transparent Finish:

1. Grade: Custom, with Grade A faces.
2. Species and Cut: Maple, quarter sawn
3. Match between Veneer Leaves: Pleasing match.
4. Assembly of Veneer Leaves on Door Faces: Center balance match.
5. Pair and Set Match: Provide for doors hung in same opening or separated only by mullions.

2.3 SOLID-CORE DOORS

A. Particleboard Cores: Comply with the following requirements:

1. Particleboard: ANSI A208.1, Grade LD-2.
2. Blocking: Provide wood blocking at particleboard-core doors as follows:
 - a. 5-inch (125-mm) top-rail blocking, at doors indicated to have closers.
 - b. 5-inch (125-mm) bottom-rail blocking, at exterior doors and doors indicated to have kick, mop, or armor plates.
 - c. 5-inch (125-mm) midrail blocking, at doors indicated to have exit devices.

B. Interior Veneer-Faced Doors: Comply with the following requirements:

1. Core: Glued-block core.
2. Five or seven either bonded or nonbonded construction.
3. Wood veneer: Maple, quarter sawn

C. Fire-Rated Doors: Comply with the following requirements:

1. Construction: Construction and core specified above for type of face indicated or manufacturer's standard mineral-core construction as required to provide fire rating indicated.
2. Blocking: For mineral-core doors, provide composite blocking with improved screw-holding capability approved for use in doors of fire ratings indicated and as follows:
 - a. As necessary to allow through bolting hardware
3. Edge Construction: At hinge stiles, provide manufacturer's standard laminated-edge construction with improved screw-holding capability and split resistance and with outer stile matching face veneer.
4. Pairs: Provide fire-rated pairs with fire-retardant stiles that are labeled and listed for kinds of applications indicated without formed-steel edges and astragals.

2.4 LIGHT FRAMES

A. Wood Beads for Light Openings in Wood Doors:

1. Wood Species Species compatible with door faces.
2. Profile: Manufacturer's standard shape.
3. At 20-minute, fire rated, wood-core doors, provide wood beads and metal glazing clips approved for such use.

B. Metal Frames for Light Openings in Fire Doors: Manufacturer's standard frame formed of 0.0478-inch, (1.2 mm) tick, cold-rolled steel sheet; factory primed and approved for use in doors of fir rating indicated.

2.5 FABRICATION

A. Fabricate flush wood doors in sizes indicated for Project site fitting.

B. Factory fit doors to suit frame-opening sizes indicated, with the following uniform clearances and bevels, unless otherwise indicated:

1. Comply with clearance requirements of referenced quality standard for fitting. Comply with requirements of NFPA 80 for fire-rated doors.

C. Factory machine doors for hardware that is not surface applied. Locate hardware

to comply with DHI-WDHS-3. Comply with final hardware schedules, door frame Shop Drawings, DHI A115-W series standards, and hardware templates.

1. Coordinate measurements of hardware mortises in metal frames to verify dimensions and alignment before factory machining.
2. Metal Astragals: Premachine astragals and formed-steel edges for hardware for pairs of fire-rated doors.

D. Openings: Cut and trim openings through doors to comply with applicable requirements of referenced standards for kind(s) of door(s) required.

1. Light Openings: Trim openings with moldings of material and profile indicated.
2. Louvers: Factory install louvers in prepared openings.

2.6 FACTORY FINISHING

A. General: Comply with referenced quality standard for factory finishing.

B. Finish doors at factory.

C. Transparent Finish:

1. Grade: Custom
2. Finish: Manufacturer's standard finish with performance comparable to AWI System TR-6 catalyzed polyurethane
3. Staining: Match Architect's sample
4. Sheen: Satin

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine installed door frames before hanging doors.

1. Verify that frames comply with indicated requirements for type, size, location, and swing characteristics and have been installed with plumb jambs and level heads.
2. Reject doors with defects.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

- A. Hardware: For installation, see Division 8 Section "Door Hardware."
- B. Manufacturer's Written Instructions: Install wood doors to comply with manufacturer's written instructions, referenced quality standard, and as indicated.
 - 1. Install fire-rated doors in corresponding fire-rated frames according to NFPA 80.
- C. Job-Fit Doors: Align and fit doors in frames with uniform clearances and bevels as indicated below; do not trim stiles and rails in excess of limits set by manufacturer or permitted with fire-rated doors. Machine doors for hardware. Seal cut surfaces after fitting and machining.
 - 1. Clearances: Provide 1/8 inch (3.2 mm) at heads, jambs, and between pairs of doors. Provide 1/8 inch (3.2 mm) from bottom of door to top of decorative floor finish or covering. Where threshold is shown or scheduled, provide 1/4 inch (6.4 mm) from bottom of door to top of threshold.
 - a. Comply with NFPA 80 for fire-rated doors.
 - 2. Bevel non-fire-rated doors 1/8 inch in 2 inches (3-1/2 degrees) at lock and hinge edges.
 - 3. Bevel fire-rated doors 1/8 inch in 2 inches (3-1/2 degrees) on lock edge; trim stiles and rails only to extent permitted by labeling agency.

3.3 ADJUSTING AND PROTECTING

- A. Operation: Re-hang or replace doors that do not swing or operate freely.
- B. Finished Doors: Refinish or replace doors damaged during installation.
- C. Protect doors as recommended by door manufacturer to ensure that wood doors are without damage or deterioration at the time of Substantial Completion.

END OF SECTION 08211

ALUMINUM SLIDING SERVICE WINDOW

SECTION 08580

PART 1 – GENERAL

1.01 SUMMARY

- A. This section includes:
 - 1. Aluminum, heavy-duty commercial sliding service windows as indicated in drawings and in sections.

1.02 SUBMITTALS

- A. Product Data: Submit Manufacturer's technical product data substantiating that products comply.
- B. Shop drawings: Submit for fabrication and installation of windows. Include details, elevations and installation requirement of finish hardware and cleaning.
- C. Certification: Provide printed data in sufficient detail to indicate compliance with the contract documents.

1.03 DELIVERY, STORAGE, AND HANDLING

- A. Deliver windows crated to provide protection during transit and job storage
- B. Inspect windows upon delivery for damage. Unless minor defects can be made to meet the Architect's specifications and satisfaction, damaged parts should be removed and replaced.
- C. Store windows at building site under cover in dry location.

1.04 PROJECT CONDITIONS

- A. Field measurements: Check opening by accurate field measurement before fabrication. Show recorded measurements on shop drawings. Coordinate fabrication schedule with construction progress to avoid delay of work.

1.05 WARRANTY

All material and workmanship shall be warranted against defects for a period of one (1) year from the original date of purchase.

ALUMINUM SLIDING SERVICE WINDOW

SECTION 08580 -2

PART 2 - PRODUCTS

2.01 ACCEPTABLE MANUFACTURER'S

- A. Basis of design: Design is based on aluminum (DW) series, deluxe sliding service window manufactured by **C.R. Laurence Co., Inc. (800) 421-6144**

2.02 MATERIALS

- A. Frames: 4" Aluminum frame modules shall be constructed of 6063-T5 extruded aluminum. Replacement and servicing of glass shall be from the clerk side of the window by means of an access panel in the top header and does not require the removal of the frame from the opening. Window glides on top-hung heavy-duty ball bearing slides. Poly-pile weather stripping and self-latching handle. Overall frame sizes are to be in accordance with the contract drawings.
- B. Finish: All aluminum to be clear anodized, duranodic bronze, powder or Kynar painted (specify color).
- C. Glazing: The glazing is 1/4" to 1/2" in thickness. Options include tempered, wire, laminated, tinted, and insulating glass (specify type of glazing material desired).
- D. Options: Laminated Shelf, stainless steel shelf, keyed lock, full bottom track, or burglar bar. (specify desired options).

PART 3 – EXECUTION

3.01 INSTALLATION

- A. Install window in accordance with manufacturer's printed instructions and recommendations. Repair damaged units as directed (if approved by the manufacturer and the architect) or replace with new units.

3.02 CLEANING

- A. Clean frame and glazing surfaces after installation, complying with requirements contained in the manufacturer's instructions. Remove excess glazing sealant compounds, dirt or other substances.

3.03 PROTECTION

- A. Institute protective measures required throughout the remainder of the construction period to ensure that all the windows do not incur any damage or deterioration, other than normal weathering, at the time of acceptance.

END OF SECTION

SECTION 09651**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. Rubber floor tile.
 - 2. Luxury vinyl tile.
 - 3. Floor preparation requirements.
- B. Related Sections:
 - 1. Division 09 Section "Resilient Base and Accessories" for resilient base and reducer strips installed with resilient floor coverings.
 - 2. Division 09 Section "Water Vapor Emission Control System."

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Shop Drawings: For each type of floor tile. Include floor tile layouts, edges, columns, doorways, enclosing partitions, built-in furniture, cabinets, and cutouts.
 - 1. Show details of special patterns.
- C. Samples for Verification: Full-size units of each color and pattern of floor tile required.

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- D. Product Schedule: For floor tile. Use same designations indicated on Drawings.

1.4 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For Installer.

1.5 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For each type of floor tile to include in maintenance manuals.
- B. Warranty: Special warranties specified in this Section.

1.6 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. Preconstruction Testing Service for Existing Concrete: Engage a qualified independent testing agency to perform moisture vapor emission testing indicated below.
 - 1. ASTM F 2170, Standard Test Method for Determining Relative Humidity in Concrete Floor Slabs Using in Situ Probes.
- C. Preinstallation Conference: Conduct conference at Project site to comply with requirements in Division 01. 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.

1.7 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

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tiles on flat surfaces.

1.8 PROJECT CONDITIONS

- A. Maintain temperatures within range recommended by manufacturer, in spaces to receive floor tile during the following time periods:
 - 1. 48 hours before installation.
 - 2. During installation.
- B. After post installation period, maintain temperatures within range recommended by manufacturer, but not less than 65 deg F or more than 85 deg F.
- C. Close spaces to traffic during floor covering installation.
- D. Close spaces to traffic as recommended by manufacturer after floor covering installation.
- E. Install resilient products after other finishing operations, including painting, have been completed.

1.9 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 1 box for every 50 boxes or fraction thereof, of each type, color, and pattern of floor tile installed.

1.10 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. 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. Resilient Rubber Tile: Ten year limited wear warranty of <0.0025" per year.

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2. Luxury Vinyl Tile: 15-year warranty.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Fire-Test-Response Characteristics: For resilient tile flooring, 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.

2.2 RUBBER FLOOR TILE

- A. Rubber Floor Tile: Refer to Finish Schedule and Finishes Key

2.3 LUXURY VINYL TILE

- A. Luxury Vinyl Tile: Refer to Finish Schedule and Finishes Key

2.4 INSTALLATION MATERIALS

- A. Adhesives: Water based acrylic type recommended by floor tile and adhesive manufacturers to suit floor tile and substrate conditions.
 1. Adhesives shall comply with the following limits for VOC content for Greenguard Gold :
 - a. Rubber Floor Adhesives: 60 g/L or less and in compliance with SCAQMD Rule 1168.

2.5 SUBSTRATE PREPARATION

- A. Substrate Preparation for Existing Concrete: For concrete slabs scheduled to receive water vapor emission control system, underlayment preparation is furnished and installed by Division 09 Section "Water Vapor Emission Control System."

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- B. 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; P 51 Primer.
 - b. Laticrete; Admix & Primer for underlayments.
 - c. MAPEI Corporation; Primer T for underlayments.
- C. Underlayment: ASTM A118.4, 5000 psi compressive strength at 28 days; trowel applied cementitious underlayment for filling holes, depressions, and damaged areas of concrete slabs in excess of 1/2-inch depth.
 - 1. Product: Subject to compliance with requirements, provide one of the following:
 - a. Ardex; SD-P.
 - b. Laticrete; 816 Latipatch Rapid Underlayment.
 - c. MAPEI Corporation; Mapecem Quickpatch
- D. 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; K 15.
 - b. Laticrete; 86 LatiLevel Self Leveling Underlayment.
 - c. MAPEI Corporation; Ultraplan 1 Plus.

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

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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 VCT and/or mastic removed by the shot-blast method.

- 1) Floor preparation work includes installation of underlayment as

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- required and self-leveling underlayment in 1/8-inch thickness, unless otherwise indicated.
- 2) Additional floor preparation work required in excess of 1/8-inch thickness for self-leveling underlayment, will be included in a Unit Price.
- 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 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 rubber tiles with arrows in same direction.
- C. Match floor tiles for color and pattern by selecting tiles from cartons in the same

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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, nonstaining marking device.
- G. Patterns: Install patterns flooring as indicated. Waterjet cut all patterns prior to installation.
- 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. Rubber Flooring:
 1. Scrub rubber floor tiles with manufacturer's standard surface cleaner to remove silicone mold release.
 2. Remove solution with wet/dry vacuum; rinse with clear water and allow the floor to dry.
 3. Apply one coat of manufacturer's recommended sealer or dry buff as recommended by

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manufacturer.

- 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 09651

RESILIENT TILE FLOORING

SECTION 09651**RESILIENT BASE AND ACCESSORIES****PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

- A. Section 09651 Resilient Tile Flooring
- B. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Resilient base.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Samples: For each exposed product and for each color and texture specified, not less than 12 inches (300 mm) long.
- C. Samples for Initial Selection: For each type of product indicated.
- D. Samples for Verification: For each type of product indicated and for each color, texture, and pattern required in manufacturer's standard-size Samples, but not less than 12 inches (300 mm) long.
- E. Product Schedule: For resilient base and accessory products. A.101. A.102.A.701

1.4 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.

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1. Furnish not less than 10 linear feet (3 linear m) for every 500 linear feet (150 linear m) or fraction thereof, of each type, color, pattern, and size of resilient product installed.

1.5 QUALITY ASSURANCE

- A. Mockups: Build mockups to verify selections made under Sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution.

1. Coordinate mockups in this Section with mockups specified in other Sections.

1.6 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 (10 deg C) or more than 90 deg F (32 deg C).

1.7 FIELD CONDITIONS

- A. Maintain ambient temperatures within range recommended by manufacturer, but not less than 70 deg F (21 deg C) or more than 95 deg F (35 deg C) 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. After installation and until Substantial Completion, maintain ambient temperatures within range recommended by manufacturer.

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

PART 2 - PRODUCTS

2.1 RUBBER BASE

- A. Provide resilient rubber base and accessories by Roppe or approved equal. **Substitutions shall be at the sole discretion of the Architect.**

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- B. Product Standard: ASTM F 1861, Type TS (rubber, vulcanized thermoset), Group I (solid, homogeneous).
 - 1. Style and Location:
 - a. Style A, Straight: Provide in areas with carpet.
 - b. Style B, Cove: Provide in areas with resilient flooring.
 - c. Style C, Butt to: Provide in areas indicated.
- C. Thickness: 0.125 inch (3.2 mm).
- D. Height: As noted in Finish Schedule and Finishes Key.
- E. Lengths: Cut lengths 48 inches (1219 mm) long or coils in manufacturer's standard length.
- F. Outside Corners: **Preformed**.
- G. Inside Corners: **Preformed**.
- H. Colors: As selected by Architect from full range of industry colors.

2.2 RUBBER MOLDING ACCESSORY

- A. Locations: At all locations to provide finished transition.
- B. Colors and Patterns: As selected by Architect from full range of industry colors.

2.3 INSTALLATION MATERIALS

- A. Trowelable Leveling and Patching Compounds: Latex-modified, portland cement based or blended hydraulic-cement-based formulation provided or approved by resilient-product manufacturer for applications indicated.
- B. Adhesives: Water-resistant type recommended by resilient-product manufacturer for resilient products and substrate conditions indicated.
- C. Metal Edge Strips: Extruded aluminum with mill finish of width shown, of height required to protect exposed edges of flooring, and in maximum available lengths to minimize running joints.

RESILIENT BASE AND ACCESSORIES

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.
 - 1. 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.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.
 - 1. Installation of resilient products indicates acceptance of surfaces and conditions.

3.2 PREPARATION

- A. Prepare substrates according to manufacturer's written instructions to ensure adhesion of resilient products.
- B. Fill cracks, holes, and depressions in substrates with trowelable leveling and patching compound; remove bumps and ridges to produce a uniform and smooth substrate.
- C. Do not install resilient products until they are the same temperature as the space where they are to be installed.
 - 1. At least 48 hours in advance of installation, move resilient products and installation materials into spaces where they will be installed.
- D. Immediately before installation, sweep and vacuum clean substrates to be covered by resilient products.

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.

RESILIENT BASE AND ACCESSORIES

- C. Install resilient base in lengths as long as practical 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. On masonry surfaces or other similar irregular substrates, fill voids along top edge of resilient base with manufacturer's recommended adhesive filler material.
- G. Preformed Corners: Install preformed corners before installing straight pieces.

3.4 RESILIENT ACCESSORY INSTALLATION

- A. Comply with manufacturer's written instructions for installing resilient accessories.
- B. Resilient Molding Accessories: Butt to adjacent materials and tightly adhere to substrates throughout length of each piece. Install reducer strips at edges of floor covering that would otherwise be exposed.

3.5 CLEANING AND PROTECTION

- A. Comply with manufacturer's written instructions for cleaning and protecting resilient products.
- B. Perform the following operations immediately after completing resilient-product installation:
 - 1. Remove adhesive and other blemishes from exposed surfaces.
 - 2. Sweep and vacuum horizontal surfaces thoroughly.
 - 3. Damp-mop horizontal surfaces to remove marks and soil.
- 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. Cover resilient products subject to wear and foot traffic until Substantial Completion.

END OF SECTION 096513

RESILIENT BASE AND ACCESSORIES

SECTION 09 65 66
RESILIENT ATHLETIC SURFACING

PART 1 – GENERAL

1.1 *SECTION INCLUDES*

- A. Supply and installation of the indoor resilient multipurpose surfacing
- B. Application of the game lines
- C. References for the correct construction and preparation of concrete slabs to receive resilient flooring.

1.2 *SUBMITTALS*

- A. Product Data:
 - 1. Manufacturer's promotional brochures, specifications and installation instructions
- B. Manufacturer Certifications:
 - 1. Provide certification that accurately identifies the Original Equipment Manufacturer (OEM) of flooring furnished for this project including manufacturer's name, address and factory location.
 - 2. Suppliers of private label flooring for this project must identify themselves as such and fully disclose the OEM information listed above.
 - 3. All "manufacturer" requirements in these specifications must be complied with by the OEM, including warranties, certifications, qualifications, product data, test results, environmental requirements, performance data, etc.
- C. Samples:
 - 1. Submit for selection and approval three (3) sets of the indoor resilient multipurpose surfacing, manufacturer's brochures, samples or sample boards of all of the available colors, textures and styles.
 - 2. Submit color samples of all the available game line paint colors for selection and approval.
- D. Closeout Submittals:
 - 1. Submit three (3) copies of the indoor resilient multipurpose surfacing and manufacturer's maintenance instructions.
 - 2. Submit three (3) copies of the material and installation warranties as specified.

1.3 *QUALITY ASSURANCE*

- A. Qualifications:
 - 1. The indoor resilient multipurpose surfacing shall have been actively marketed for a minimum of ten (10) years.
 - 2. The indoor resilient multipurpose surfacing shall be manufactured in an ISO 9001 certified plant.
 - 3. The indoor resilient multipurpose surfacing shall be manufactured in an ISO 14001 certified plant.
 - 4. The indoor resilient multipurpose surfacing supplier shall be an established firm, experienced in the field, and competent in the techniques required by the manufacturer.
 - 5. The installer of the indoor resilient multipurpose surfacing shall have a minimum of five (5) years of experience in the field installing indoor resilient multipurpose

surfacing and have worked on at least five (5) projects of similar size, type and complexity.

- B. Certifications:
 1. Installer to submit the indoor resilient athletic surfacing manufacturer's certification attesting that they are a trained installer of the indoor resilient multipurpose surfacing.
 2. The indoor resilient multipurpose surfacing manufacturer to submit official ISO 9001 certification for the facility in which the indoor resilient multipurpose surfacing is manufactured.
- C. Testing:
 1. Tests shall be relative for multi-purpose use with certificates from independent testing resources to be made available upon request.
 2. Test results shall be no more than 5 years old and performed according to ASTM standard testing procedures.

1.4 *DELIVERY, STORAGE AND HANDLING*

- A. Delivery:

Material shall not be delivered until all related work is in place and finished and/or proper storage facilities and conditions can be provided and guaranteed stable according to FieldTurf USA, Inc. recommendations.
- B. Storage:
 1. Store the material in a secure, clean and dry location.
 2. Maintain temperature between 55° and 85° Fahrenheit.
 3. Store the indoor resilient athletic surfacing rolls in an upright position on a smooth flat surface immediately upon delivery to jobsite.
 4. Rolls shipped in rigid protective cardboard containers can be laid horizontally prior to unpacking and installation.

1.5 *PROJECT/SITE CONDITIONS*

- A. It is the responsibility of the general contractor/construction manager to maintain project/site conditions acceptable for the installation of the indoor resilient multipurpose flooring.
- B. The area in which the indoor resilient multipurpose surfacing will be installed shall be dry and weather tight. Permanent heat, light and ventilation shall be installed and operable.
- C. All other trades shall have completed their work prior to the installation of the resilient athletic flooring. The general contractor or construction manager shall maintain a secure and clean working environment before, during and after the installation.
- D. Maintain a stable room temperature of at least 65°F for a minimum of one (1) week prior to, during and thereafter installation.
- E. An effective low-permeance vapor barrier is placed directly beneath the concrete subfloor. For "on" or "below grade" installations, it is recommended to provide a permanent vapor barrier resistant to long term hydrostatic pressure/moisture exposure. Protrusions should be sealed to prevent moisture migration into the slab. Moisture should not be allowed to enter the slab after the completed construction.
- F. Concrete subfloor surface pH level within the 7 to 11 range dependent upon installation type.

- G. Concrete subfloor should be no greater than 1/8" within a 10 ft diameter. This tolerance can be measured in accordance with ASTM E1155. A specified (F_r) of 50 and an (F_L) of 30 should reach this degree of floor flatness and floor level. There is no numerical correlation between F numbers and the deviation from the straight edge. However, the above specified numbers should achieve a flat floor with minimal deviation in the slab. Reference ACI 117 and ACI 302.1R. The general contractor should provide a certificate of compliance with the above recommendations.
- H. Concrete subfloor must be clean and free of all foreign materials or objects including, but not limited to, curing compounds and sealers.
- I. Fill cracks, grooves, voids, depressions, and other minor imperfections. Follow the manufacturer's directions. Moveable joints must be treated utilizing specific transitioning joint devices depending upon the architect's recommendations. Follow current ASTM F710 guidelines for the preparation of concrete slabs to receive resilient flooring.
- J. Refer to ACI 302.2R "Guidelines for Concrete Slabs that Receive Moisture-Sensitive Flooring Materials" for concrete design and construction.
- K. Concrete slab shall be fortified with continual steel reinforcement. Fiber reinforcement alone shall not be considered adequate fortification.

1.6 *WARRANTY*

- A. Special Limited Warranty:
 - 1. Manufacturer's standard form in which manufacturer agrees to repair or replace sports flooring including labor that fails within specified warranty period.
- B. Material warranty must be direct from the product manufacturer.
 - 1. Material warranties from separate or third party insurance providers are not valid.
 - 2. Material warranties must come from original manufacturer or division thereof. Private label warranties from distributors or brokers are not valid. Supply original point of manufacturing upon request.
- C. Failures include, but are not limited to, the following:
 - 1. Material manufacturing defects.
 - 2. Surface wear and deterioration to the point of wear-through of wear layer per ASTM F410/ASTM F1303.
 - 3. Failure due to substrate moisture exposure exceeding 98 percent relative humidity when tested according to ASTM F2170.
- D. Warranty Period:
 - 1. For material defects and surface wear-through: **15** years from date of substantial completion.
 - 2. For moisture vapor tolerance: **10** years from date of substantial completion.
- E. Installer's Limited Warranty:
 - 1. Installer's standard form in which installer agrees to repair or replace sports flooring that fails due to poor workmanship or faulty installation within the specified warranty period.
 - 2. Warranty Period: 2 years from date of substantial completion.

1.7 *ADDITIONAL MATERIALS*

- A. Furnish to the owner additional materials containing a total of at least 1% of each different color or design of the indoor resilient athletic surfacing used on the project.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. The basis of the design for the indoor resilient multipurpose surfacing is Omnisports HPL 7 mm as manufactured by Tarkett.
- B. All other installation accessories and related components must be either made or approved by the indoor resilient athletic surfacing manufacturer.
- C. Other products may be approved as equal if deemed qualified and submitted in accordance with the General Conditions.
- D. Test reports confirming compliance from an independent sports laboratory must be provided along with samples, technical data, installation, maintenance, and warranty prior to acceptance as an alternative product.

2.2 MATERIALS

- A. Omnisports HPL 7 mm - Prefabricated sport surface with wood flooring design and slightly textured embossed surface as supplied by Tarkett.
 - 1. Embossing of wood design and solid colors must be the same; varying embossing or surface textures will not be allowed.
 - 2. Printing of wood design shall closely resemble standard wood strip flooring in size, color, board length, and grain appearance.
 - 3. The wood design shall be protected by a clear layer of pure PVC (Polyvinyl Chloride) and TopClean xp, a factory-applied UV cured urethane treatment.
 - 4. Intermediate layers shall be fortified with a non-woven fiberglass grid for increased dimensional stability.
 - 5. A high density load resistant underlayment, field constructed and installed per manufacturer's construction specifications incorporated to provide higher load resistance.

- B. Physical properties of the indoor resilient athletic surfacing shall conform to the following minimums:

Width	Omnisports	6' 6" (2 m)
Length	Omnisports	85' (25.9m) approx.
Wear Layer	Omnisports	2 mm
Total Thickness	Omnisports HPL	7 mm (5 + 2)
High Density Underlayment	ASTM D297	0.67 g/cm ³
Tear Strength	ASTM D412	410-425 min. Die C
Elongation	ASTM D412	120-125 min. Die C
Static Load	ASTM F970	500 psi
Reaction to Fire	ASTM E648	Class 1
Specular Gloss	EN ISO 2813	13%
Wear Layer	Type 1, Grade 1	ASTM F1303/F410
Taber Abrasion	ASTM D3389	0.02 g (1000 cycles)
Stain Resistance	ASTM F925	Excellent
Moisture Tolerance with Multi-Poxy	ASTM F2170	98% RH
Vertical Deformation	PASSED	ASTM F2772
Surface Finish Effect	PASSED	ASTM F2772 (80 - 100)
Ball Rebound	PASSED	ASTM F2772 >90%
Force Reduction	PASSED	ASTM F2772 Class 2
Phthalate-free technology	—	YES
REACH Compliant	—	YES
Heavy Metals	—	NO
ISO 9001	—	YES
ISO 14001	—	YES

1. Color: As available from the indoor resilient athletic surfacing manufacturer's full range.
 2. Hardwood Design Series: A wood look design as available from the indoor resilient athletic surfacing manufacturer's standard range.
 3. Texture: Texture to remain consistent between solid colors and wood design when blending colors.
- C. Welding Rod: As supplied by the indoor resilient athletic surfacing manufacturer or supplier.
1. Color to blend with the indoor resilient athletic surfacing color or design.
 2. All seams shall be welded to create a monolithic and impermeable surface.
- D. Adhesive: As approved by the indoor resilient athletic surfacing manufacturer.
- E. Game Line Paint and Primer: As approved by the indoor resilient athletic surfacing manufacturer.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. It is the responsibility of the general contractor/construction manager to ensure that project/site conditions are acceptable for the installation of the indoor resilient athletic flooring.
- B. Verify that the area in which the indoor resilient athletic surfacing will be installed is dry and weather tight. Verify that permanent heat, light and ventilation are installed and operable.
- C. Verify that all other work that could cause damage, dirt and dust or interrupt the normal pace of the indoor resilient athletic flooring installation is completed or suspended.
- D. Verify that there is a stable room temperature of at least 65°F.
- E. Verify that there are no foreign materials or objects on the subfloor and that the subfloor is clean and ready for installation.
- F. *Direct Full Spread Adhering to Concrete Subfloor Multi-Poxy : moisture content less than 98% RH when tested per ASTM F2170.*
- G. Follow Fieldturf USA, Inc. installation recommendations.
- H. Do not average the results of the tests. Report all field test results in writing to the General Contractor, Architect, and End User prior to installation.
- I. Verify that the concrete subfloor surface pH level is within the 7 - 11 range.
- J. Document the results confirming the slab is within manufacturer's tolerances for slab deviation.

3.2 PREPARATION OF SURFACES

- A. Sand the entire surface of the concrete slab.
- B. Sweep the concrete slab so as to remove all dirt and dust. If a sweeping compound is to be used it must be a sweeping compound that does not contain oil or other items that may inhibit the adhesive bond.
- C. Slab must be dust free. In the event that dust impairs adhesive bond, priming the slab prior to application of adhesive may be necessary. Follow installation guidelines.
- D. Follow OSHA guidelines.

3.3 INSTALLATION

- A. The installation area shall be closed to all traffic and activity for a period to be set by the indoor resilient athletic surfacing installer. The indoor resilient athletic surfacing installation shall not begin until the installer is familiar with the existing conditions.
- B. All necessary precautions should be taken to minimize noise, smell, dust, the use of hazardous materials and any other items that may inconvenience others.
- C. Install the indoor resilient athletic surfacing in strict accordance with the indoor resilient athletic surfacing manufacturer's written instructions.
- D. Install the indoor resilient athletic surfacing minimizing cross seams. Provide a seam diagram during the submittal process for approval prior to installation. Vinyl Sheet Flooring Seams: Comply with ASTM F 1516. Rout joints and heat weld to permanently and seamlessly fuse sections together.
- E. Paint game lines using approved game line paint primer and game line paint in strict accordance with the game line paint manufacturer's instructions.
- F. Install appropriate threshold plates or transition strips where necessary.

3.5 *CLEANING*

- A. Remove all unused materials, tools, and equipment and dispose of any debris properly. Clean the indoor resilient athletic surfacing in accordance with the manufacturer's instructions.

3.6 *PROTECTION*

- A. If required, protect the indoor resilient athletic surfacing from damage using coverings approved by the manufacturer until acceptance of work by the customer or their authorized representative.

3.7 *RELATED STANDARDS AND GUIDELINES*

- A. ASTM F2170 "Standard Test Method for Determining Relative Humidity In Concrete Floor Slabs Using In-Situ Probes"
- B. ASTM F710 "Standard Practice for Preparing Concrete Floors to Receive Resilient Flooring"
- C. ACI 302.2R-06 "Guideline for Concrete Slabs that Receive Moisture-Sensitive Flooring Materials"
- D. ASTM F2772-11 "Standard Specification for Athletic Performance Properties of Indoor Sports Floor Systems"

END OF SECTION

SECTION 09670

EPOXY CHIP FLOORING

PART 1 - GENERAL

1.01 DESCRIPTION

- A. A solvent free, seamless, decorative, self-leveling, flooring system. It provides a decorative, impermeable, durable and easy to maintain floor system

1.02 QUALITY ASSURANCE

- A. All system component parts must be supplied by one manufacturer.
- B. The flooring contractor must be approved by manufacturer.

1.03 WORKING CONDITIONS

- A. Synthetic materials specified herein shall not be installed until all masonry, painting, plaster, tile, marble and terrazzo work is completed, and overhead mechanical trades, and painters have finished in the synthetic floor area. The building must be reasonably dry; all openings must be closed in; permanent heating and air conditioning installed and working before, during, and after installation.
- B. The general contractor / owner shall provide an area where the stored materials can be maintained at a minimum of 65 degrees and under 80% relative humidity. Ideal installation and storage conditions are the same as those that will prevail when the building is occupied.
- C. Others will provide a concrete sub floor to the flooring contractor finished, steel troweled, and level to 1/8" in any ten-foot radius. High spots shall be ground level and low spots filled with an approved leveling compound. No concrete curing or hardening agents shall be applied to the concrete sub floor. The concrete shall be clean, flat, dry, and free from dirt, dust, oil, grease, paint, alkali, and concrete curing agents, hardening and parting compounds, old adhesive residue, or other foreign materials.
- D. Flooring installation shall not begin until all sub-contract work that would cause damage, dirt, dust, or interruption of normal installation. The installation area shall be closed to all traffic and activity for a period to be set by the flooring contractor.
- E. ENVIRONMENTAL LIMITATIONS
 - 1. Comply with requirements of athletic flooring material suppliers.
 - 2. Adhere to all MSDS requirements for materials. Protect all persons from exposure to hazardous materials.
- F. Protect the work during and after the installation process, until acceptance by the owner or agents.

1.04 WARRANTY

- A. Manufacturer shall warrant the material it ships to be free from defects in materials and workmanship for a period of two (2) years, and the flooring

EPOXY CHIP FLOORING

- contractor warrants the installation of the flooring to be free from defects in materials and workmanship for a period of two (2) years. The exclusive remedy under this warranty shall be replacement of defective material by contractor. All implied warranties of merchantability or fitness for intended use are limited to the period of warranty.
- B. This warranty does not cover damage caused by fire, winds, floods, chemicals, or other abuse, or by failure of other contractors to adhere to specifications, or neglect of reasonable precautions to provide adequate ventilation during hot, humid weather. This warranty also excludes damage to floors due to ordinary wear and tear, faulty construction of the building (other than the flooring contractor), separation of the concrete slab underlying the floor, settlement of the walls, or use of unapproved cleaners or sealers on the floor.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Basis of Design: Action Floor Systems, LLC – Action IG400
- B. Base Resin (FC 4000 Plain), two-component, it shall be applied at a rate of approximately 3.6/lbs / cubic foot minimum.
- C. Aggregate
1. Acrylic color chips. Colors to be selected from manufacturer's color chart.
 2. Decorative Quartz. Colors to be selected from manufacturer's color chart.
- D. Hybrid Top Coating , two-component, it shall be applied at a rate of 0.72 lbs. / Sq. meter.
- E. Optional base (specify or delete). Vinyl wall base; 4" high, select from standard colors.
- F. Technical Information Technical Information
- | | |
|---|--|
| Solid Content (EN-ISO 11890) | ~100% |
| Compression Strength (EN-ISO 604) | 76 MPa (11,022 PSI) |
| E-Modulus (EN-ISO 604) | 6200 MPa (899,234 psi) |
| Shore D Hardness (DIN 53505, EN-ISO 868) | >80 |
| Fire Class (EN 13501-1) | Bf1-S1 |
| Wear Resistance (DIN 53516/ISO 4649) | 45 mg (CS 1000/1000) |
| Friction (DIN 51130) | R12 |
| Material Type | Blend of specially selected high End resins, emission free |
| Adhesion strength on concrete (EN-ISO 4624) | > 2 N/mm ² |
| Adhesion strength on cementitious (EN-ISO 4624) | > 2 N/mm ² |
| Adhesion strength on anhydrite (EN-ISO 4624) | > 2 N/mm ² |
| Adhesion strength on steel (EN-ISO 4624) | > 2 N/mm ² |

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Adhesion strength on ceramic tiles (EN-ISO 4624) > 2 N/mm²

PART 3 - EXECUTION

3.01 INSPECTION

- A. Inspect concrete slab of proper tolerance and dryness, reporting in writing any discrepancies to the general contractor.
- B. All work required to put the concrete slab in acceptable condition shall be the responsibility of the general contractor.
- C. The slab shall be broom cleaned by the general contractor.

3.02 INSTALLATION

- A. Concrete shall be clean and free of sealers, dirt, oil, paint, and any material that, in the opinion of the flooring installer, will adversely affect the Herculon IG material bonding to the concrete or the overall installation (refer to 1.03 Working Conditions).
- B. Integral cove base, (optional)
 - a. Install integral speed base according to manufacturers' specification.
 - b. Lightly abrade base with 80 grit sanding paper
 - c. Clean surface, apply mixed Herculon FC 4000 material with brush
 - d. Broadcast color chips on to wet material until fully covered.
 - e. Allow to dry, clean excess chips
 - f. Apply mixed two-component clear coat with roller
- C. Mix the two-component Herculon FC 4000 and apply directly to the concrete sub floor at the specified rate with the specified notched trowel.
- D. Herculon Color Chips are broadcast on the floor after 15 minutes and before 45 minutes after installing Herculon FC 4000
- E. After curing, the excess Color Chips are removed by steel scraper or broom. Use a broom or vacuum to remove excess Color chips prior to installing topcoats.
- F. Thoroughly mix two-component topcoat. Apply mixed material using recommended roller. Materials must be applied continuously to create a seamless surface. Allow topcoat to cure.
- G. If wall base is specified, install vinyl base to walls by using the proper cement.

3.03 CLEAN UP

- A. Clean up all unused materials and debris and remove.

3.04 MAINTENANCE

- A. New floor initial maintenance.
 - 1. **IMPORTANT** Allow new floor or newly recoated floor to cure at least 96 hours.
 - 2. Sweep floor thoroughly. Do not use sweeping compounds.
 - 3. Mix Action Floor Systems, LLC approved cleaner with clean water to achieve desired water-to-cleaner ratio.

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4. Using a new mop, damp mop the entire floor with cleaner/water mix.
- B. Upon completion of floor installation, the owners, attendants or individuals in charge and responsible for the upkeep of the building are to see that all care maintenance are followed in accordance with Action Floor Systems, LLC guidelines. Failure to follow care and maintenance guidelines may void warranty.

EPOXY CHIP FLOORING

SECTION 09910

PAINTING

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Interior painting, including surface preparation.

1.2 REFERENCES

- A. Green Seal Standard GS-11; May 20, 1993.
- B. US Green Building Council, (USGBC) - Green Seal standards for LEED paint credits.
- C. Occupational Safety and Health Act (OSHA) - Safety Standards.
- D. American National Standards Institute (ANSI) - Performance Standards.
- E. Paint Decorating Contractors of America (PDCA) - Application Standard.
- F. National Paint and Coatings Association (NPCA) - Gloss Standard.
- G. American Society for Testing Materials (ASTM) - Testing Methods.
- H. Master Paint Institute (MPI #) - Established paint categories and standards.
- I. Ozone Transmission Commission (OTC) - Established levels of Volatile Organic Compounds.
- J. SCAQMD 1168 - South Coast Air Quality Management District Rule #1168; October 3, 2003.
- K. SSPC (PM1) - Steel Structures Painting Manual, Vol. 1, Good Painting Practice; Society for Protective Coatings; 1993, Third Edition.
- L. SSPC (PM2) - Steel Structures Painting Manual, Vol. 2, Systems and Specifications; Society for Protective Coatings; 1995, Seventh Edition.
- M. 40 CFR 59, Subpart D - National Volatile Organic Compound Emission Standards for Architectural Coatings; U.S. Environmental Protection Agency; current edition.

1.3 DEFINITIONS

- A. Commercial as used in this Section refers to a product well suited for a commercial application.
- B. DFT as used in this Section refers to the Dry Film Thickness of the coating.
- C. Enamel refers to any acrylic or alkyd (oil) base paint which dries leaving an eggshell, pearl, satin, semi-gloss or high gloss enamel finish.
- D. DTM as used in this Section refers to paint that is applied Direct To Metal.
- E. OTC as used in this Section refers to the Ozone Transmission Commission. OTC has established the following VOC levels for the Northeastern United States. Products shall meet the following OTC limits for VOC's.
 - 1. Interior flat paints: 100 grams per liter or less, per gallon.

2. Interior enamels: 150 grams per liter or less, per gallon.
 3. Interior stains: 250 grams per liter or less, per gallon.
 4. Interior primers: 200 grams per liter or less, per gallon.
 5. Rust preventive coatings: 400 grams per liter or less, per gallon.
 6. Dry fog coatings: 400 grams per liter or less, per gallon.
 7. Floor coatings: 250 grams per liter or less, per gallon.
- F. Premium as used in this Section refers to the best quality product "top of the line".
- G. VOC as used in this Section refers to Volatile Organic Compounds found in primers, paints, sealers and stains. The level of VOCs appears after each product listed in the Schedule in grams per liter (g/L).
- H. Paints are available in a wide range of sheens or glosses, as measured by a gloss meter from a 60 and/or 85 degree angle from vertical, as a percentage of the amount of light that is reflected. The following terms are used to describe the gloss of our products. The list below is provided for general guidance; refer to the technical data sheet for the actual gloss/sheen level for each product.
1. Flat - Less than 5 Percent.
 2. Eggshell - 5 - 20 Percent.
 3. Satin - 20 - 35 Percent.
 4. Semi-Gloss - 30 - 65 Percent.
 5. Gloss - Over 65 Percent.

1.4 SUBMITTALS

- A. Submit under provisions of Section 01300 - Administrative Requirements.
- B. Coordinate with Section 01300 - Administrative Requirements.
- C. Product Data: Provide a complete list of all products to be used, with the following information for each:
1. Manufacturer's name, product name and/or catalog number, and general product category.
 2. Cross-reference to specified paint system(s) that the product is to be used in; include description of each system.
- D. Samples: Submit three paper samples, 5 inches by 7 inches (127mm x 178mm) in size, illustrating selected colors for each color and system selected with specified coats cascaded.
- E. Manufacturer's Instructions: Indicate special surface preparation procedures.
- F. Maintenance Data: Submit data on cleaning, touch-up, and repair of painted and coated surfaces.

1.5 QUALITY ASSURANCE

- A. Manufacturer Qualifications: All primary products specified in this section will be supplied by a single manufacturer with a minimum of ten years experience.
- B. Installer Qualifications: All products listed in this section are to be applied by a Painting Contractor with a minimum of five years demonstrated experience in surface preparation and field application of the same type and scope as specified.
- C. Mock-Up: Provide a mock-up for evaluation of surface preparation techniques and application workmanship.
1. Mock-up areas designated by Architect.
 2. Do not proceed with remaining work until workmanship, color, and sheen are

approved by Architect.

3. Approved mock-up areas will serve as the standard for remaining Work.
4. Refinish mock-up area as required to produce acceptable Work.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Store products in manufacturer's unopened packaging until ready for installation.
- B. Store and dispose of solvent-based materials, and materials used with solvent-based materials, in accordance with requirements of local authorities having jurisdiction.
- C. Disposal:
 1. Never pour leftover coating down any sink or drain. Use up material on the job or seal can and store safely for future use.
 2. Do not incinerate closed containers.
 3. For specific disposal or recycle guidelines, contact the local waste management agency or district. Recycle whenever possible.

1.7 PROJECT CONDITIONS

- A. Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by manufacturer for optimum results. Do not install products under environmental conditions outside manufacturer's recommended limits.

1.8 WARRANTY

- A. Inspection of all surfaces to be coated must be done by the manufacturer's representative to insure proper preparation prior to application. All thinners, fillers, primers and finish coatings shall be from the same manufacturer to support a product warranty. Products other than those submitted shall be accompanied by a letter stating its fitness for use and compatibility.
- B. At project closeout, provide to the Owner or owner's representative an executed copy of the Manufacturer's standard form outlining the terms and conditions of and any exclusions to their Limited Warranty against Manufacturing Defect.

1.9 EXTRA MATERIALS

- A. At project closeout, supply the Owner or owner's representative one gallon of each product for touch-up purposes. Cans shall be clearly marked with color name, number and type of paint.
- B. At project closeout, provide the color mixture name and code to the Owner or owner's representative for accurate future color matching.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Acceptable Manufacturer: Benjamin Moore and Co., which is located at: 101 Paragon Dr ; Montvale, NJ 07645; Toll Free Tel: 866-708-9181; Email: info@benjaminmoore.com; Web:www.benjaminmoore.com
- B. Requests for substitutions will be considered in accordance with provisions of Section 01 60 00 - Product Requirements.

2.2 MATERIALS - GENERAL

- A. Volatile Organic Compound (VOC) Content:
 - 1. Provide coatings that comply with the most stringent requirements specified in the following:
 - a. 40 CFR 59, Subpart D-National Volatile Organic Compound Emission Standards for Architectural Coatings.
 - b. Determination of VOC Content: Testing and calculation in accordance with 40 CFR 59, Subpart D (EPA Method 24), exclusive of colorants added to a tint base and water added at project site; or other method acceptable to authorities having jurisdiction.
- B. Compatibility: Provide materials that are compatible with one another and the substrates indicated under conditions of service and application, as demonstrated by manufacturer based on testing and field experience.

2.3 MIXING AND TINTING

- A. Except where specifically noted in this section, all paint shall be ready-mixed and pre-tinted. Agitate all paint prior to and during application to ensure uniform color, gloss, and consistency.
- B. Thinner addition shall not exceed manufacturer's printed recommendations. Do not use kerosene or other organic solvents to thin water-based paints.

2.4 INTERIOR PAINT SYSTEMS- UNITED STATES

- A. WOOD - (Walls, Ceilings, Doors, Trim):
 - 1. Latex Systems:
 - a. Semi - Gloss Finish:
 - 1) 1st Coat: Insl-X Stix Waterborne Bonding Primer SXA-110 (47 g/L).
 - 2) 2nd Coat Coronado Rust Scat Waterborne Acrylic Semi-Gloss 90 (134 g/L), MPI # 153, LEED Credit.
 - 3) 3rd Coat: Coronado Rust Scat Waterborne Acrylic Semi-Gloss 90 (134 g/L), MPI # 153, LEED Credit.
- B. DRYWALL - (Walls, Ceilings, Gypsum Board and similar items)
 - 1. Latex Systems:
 - a. Eggshell / Satin System:
 - 1) 1st Coat: Benjamin Moore Ultra Spec 500 Interior Latex Primer N534 (0 g/L), MPI # 50, X-Green 50, 149, X-Green 149, LEED 2009, LEED V4, CHPS Certified.
 - 2) 2nd Coat: Benjamin Moore Ultra Spec 500 Latex Eggshell N538 (0 g/L), MPI # 52, X-Green 52, 145, X-Green 145, 139, X-Green 139, LEED 2009 LEED V4, CHPS Certified.
 - 3) 3rd Coat: Benjamin Moore Ultra Spec 500 Latex Eggshell N538 (0 g/L), MPI # 52, X-Green 52, 145, X-Green 145, 139, X-Green 139, LEED 2009, LEED V4, CHPS Certified.

PART 3 EXECUTION

3.1 EXAMINATION

- A. The Contractor shall review the product manufacturer's special instructions for surface preparation, application, temperature, re-coat times, and product limitations.
- B. The Contractor shall review product health and safety precautions listed by the manufacturer.
- C. The Contractor shall be responsible for enforcing on site health and safety requirements associated with the Work.
- D. Do not begin installation until substrates have been properly prepared.
- E. Ensure that surfaces to receive paint are dry immediately prior to application.
- F. Ensure that moisture-retaining substrates to receive paint have moisture content within tolerances allowed by coating manufacturer. Where exceeding the following values, promptly notify Architect and obtain direction before beginning work.
 - 1. Concrete and Masonry: 3-5 percent. Allow new concrete to cure a minimum of 28 days.
 - 2. Exterior Wood: 17 percent.
 - 3. Interior Wood: 15 percent.
 - 4. Interior Finish Detail Woodwork, Including Trim, and Casework: 10 percent.
 - 5. Plaster and Gypsum: 15 percent.
 - 6. Concrete Slab-On-Grade: Perform calcium chloride test over 24 hour period or other acceptable test to manufacturer. Verify acceptable moisture transmission and pH levels.
- G. Examine surfaces to receive coatings for surface imperfections and contaminants that could impair performance or appearance of coatings, including but not limited to, loose primer, rust, scale, oil, grease, mildew, algae, or fungus, stains or marks, cracks, indentations, or abrasions.
- H. Correct conditions that could impair performance or appearance of coatings in accordance with specified surface preparation procedures before proceeding with coating application.

3.2 PREPARATION - GENERAL

- A. Clean surfaces thoroughly prior to coating application.
- B. Do not start work until surfaces to be finished are in proper condition to produce finished surfaces of uniform, satisfactory appearance.
- C. Stains and Marks: Remove completely, if possible, using materials and methods recommended by coating manufacturer; cover stains and marks which cannot be completely removed with isolating primer or sealer recommended by coating manufacturer to prevent bleed-through.
- D. Remove Mildew, Algae, and Fungus using materials and methods recommended by coating manufacturer.
- E. Remove dust and loose particulate matter from surfaces to receive coatings immediately prior to coating application.
- F. Remove or protect adjacent hardware, electrical equipment plates, mechanical grilles and louvers, lighting fixture trim, and other items not indicated to receive coatings.

- G. Move or protect equipment and fixtures adjacent to surfaces indicated to receive coatings to allow application of coatings.
- H. Protect adjacent surfaces not indicated to receive coatings.
- I. Prepare surfaces in accordance with manufacturer's instructions for specified coatings and indicated materials, using only methods and materials recommended by coating manufacturer.

3.3 SURFACE PREPARATION

- A. Existing Coatings:
 1. Remove surface irregularities by scraping or sanding to produce uniform substrate for coating application; apply one coat primer of type recommended by coating manufacturer for maximum coating adhesion.
 2. If presence of lead in existing coatings is suspected, cease surface preparation and notify Architect immediately.
- B. Gypsum Board: Repair cracks, holes and other surface defects with joint compound to produce surface flush with adjacent surfaces.
- C. New Wood:
 1. Seal knots, pitch streaks, and sap areas with sealer recommended by coating manufacturer; fill nail recesses and cracks with filler recommended by coating manufacturer; sand surfaces smooth.
 2. Remove mill marks and ink stamped grade marks.
 3. Apply primer coat to back of wood trim and paneling.
- D. Existing Wood:
 1. Completely sand all existing wood surfaces receiving paint to a dull finish before priming.
- E. Wood Doors: Seal door tops and bottoms prior to finishing.
- F. Wood Doors - Field-Glazed Frames and Sash: Prime or seal glazing channels prior to glazing.

3.4 APPLICATION - GENERAL

- A. Application of primers, paints, stains or coatings, by the Contractor, will serve as acceptance that surfaces were properly prepared in accordance with the manufacturer's recommendation.
- B. Apply each coat to uniform coating thickness in accordance with manufacturer's instructions, not exceeding manufacturer's specified maximum spread rate for indicated surface; thins, brush marks, roller marks, orange-peel, or other application imperfections are not permitted.
- C. Allow manufacturer's specified drying time, and ensure correct coating adhesion, for each coat before applying next coat.
- D. Inspect each coat before applying next coat; touch-up surface imperfections with coating material, feathering, and sanding if required; touch-up areas to achieve flat, uniform surface without surface defects visible from 5 feet (1.5 m).
- E. Remove dust and other foreign materials from substrate immediately prior to applying each coat.
- F. Where paint application abuts other materials or other coating color, terminate coating with a

clean sharp termination line without coating overlap.

- G. Where color changes occur between adjoining spaces, through framed openings that are of same color as adjoining surfaces, change color at outside stop corner nearest to face of closed door.
- H. Re-prepare and re-coat unsatisfactory finishes; refinish entire area to corners or other natural terminations.

3.5 CLEANING

- A. Clean excess coating materials, and coating materials deposited on surfaces not indicated to receive coatings, as construction activities of this section progress; do not allow to dry.
- B. Re-install hardware, electrical equipment plates, mechanical grilles and louvers, lighting fixture trim, and other items that have been removed to protect from contact with coatings.
- C. Reconnect equipment adjacent to surfaces indicated to receive coatings.
- D. Relocate to original position equipment and fixtures that have been moved to allow application of coatings.
- E. Remove protective materials.

3.6 PROTECTION AND REPAIR

- A. Protect completed coating applications from damage by subsequent construction activities until completion of painting project.
- B. Touch-up coatings damaged by subsequent construction activities.

END OF SECTION

SECTION 09966**WATER VAPOR EMISSION CONTROL SYSTEM****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.

1.2 **SUMMARY**

- A. Section includes the following:
 - 1. Topical water vapor reduction system on existing concrete slabs.
- B. Related Sections:
 - 1. Division 09 Section "Resilient Tile Flooring"

1.3 **SUBMITTALS**

- A. Product Data: For each type of product indicated.
- B. Qualification Data: For qualified Installer.
- C. Warranty: Special warranties specified in this Section.

1.4 **QUALITY ASSURANCE**

- A. Installer Qualifications: A qualified installer approved by the manufacturer who employs workers for this Project who are competent in techniques required by manufacturer for installation indicated. Installer must have a minimum of five years' experience installing fluid based systems.
- B. Manufacturer Qualifications: Manufacturer shall have no less than ten (10) years' experience in manufacturing water vapor reduction systems. The water vapor reduction system must be specifically formulated and marketed for water vapor reduction and alkalinity control without change of system design for a

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minimum period of five (5) years.

1. Manufacturer must provide independent lab test reports documenting performance per the following:
 - a. ASTM E 96, Water Vapor Transmission (wet method) Performance shall be documented by an independent testing laboratory at a minimum of 97% water vapor transmission reduction compared to untreated concrete.
 - b. ASTM E 96, Perm Rating - Standard Test Method for Water Vapor Transmission of Materials: Perm Rate results must not exceed 0.1 Perms (when tested under laboratory conditions).
 - c. ASTM F 3010: Standard Practice for Two-Component Resin Based Membrane- Forming Moisture Mitigation Systems for Use Under Resilient Floor Coverings.
 - d. ASTM D 1308; Insensitivity to alkaline environment up to, and including, pH 14. A 14 day test is required with no degradation of sample reported.
 - e. Certify acceptance and exposure to continuous topical water exposure after final cure.

- C. Moisture Tests: Submit concrete floor moisture test results required by floor covering manufacturer. Perform moisture testing as described in ASTM Practice F 710.
 1. Testing shall be performed according to the floor covering manufacturer's specified ASTM Standard Test Method by an independent Testing Agency.

- D. Preconstruction Testing Service: Engage a qualified independent testing agency to perform moisture vapor emission and relative humidity testing indicated below.
 1. ASTM F 2170, Standard Test Method for Determining Relative Humidity in Concrete Floor Slabs Using in Situ Probes.

- E. Preinstallation Conference: Conduct conference at Project site to comply with requirements in Division 01. Review methods and procedures related to installation including, but not limited to, the following:
 1. Review substrate conditions, moisture results, manufacturer's installation instructions, and warranty requirements.

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2. Document proceedings, including required corrective measures.

1.5 DELIVERY, STORAGE AND HANDLING

- A. Deliver and store materials in a dry, well ventilated area at minimum 50 deg F and maximum 90 deg F.
- B. Deliver materials in manufacturer's unopened containers fully identified with brand, type, grade, class and all other qualifying information. Provide Material Safety Data Sheets for each product.
- C. Handle product in a manner that will prevent breakage of containers and damage products.

1.6 PROJECT CONDITIONS

- A. Protect water vapor reduction system to prevent damage from topical water for a minimum period of 24 hours from time of application.

1.7 WARRANTY

- A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to retreat and/or recoat the affected areas; including replacement of the floor covering in the affected areas within specified warranty period. Failures include, but are not limited to, flooring failure due to moisture and/or alkalinity emanating from the concrete.

1. Warranty Period: 15 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 WATER VAPOR REDUCTION SYSTEM

- A. Basis of Design Product: Subject to compliance with requirements, provide **Koster American Corporation; VAP I 2000 System**, or one of the following:
 1. ARDEX; ARDEX MC Rapid.
 2. Mapei; Planiseal EMB.
 3. Silpro; Vapor Halt 125.
- B. Epoxy coating, 100 percent solids, containing specifically formulated chemicals

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and resins to provide the following characteristics and properties in a one-coat system:

1. ASTM E 96, Water Vapor Transmission (wet methods) Performance shall be documented by an independent testing laboratory at a minimum 97% water vapor transmission reduction compared to untreated concrete.
2. ASTM E 96 Permeance Rating: Product cannot exceed a 0.1 permeance rating (when tested under laboratory conditions).
3. ASTM F 3010 Water Vapor Permeance: Product cannot exceed a 0.1 permeance rating when tested under laboratory conditions.
4. ASTM D 1308; Insensitivity to alkaline environment up to, and including, pH 14 in a bath test.
5. Certify acceptance and exposure to continuous topical water exposure after final cure.
6. Water Vapor reduction system shall be a single coat, stand alone system with no requirements for additional components such as sand broadcast for adhesion of flooring systems.
7. System must reduce Calcium Chloride readings of up to 25lbs/1000 ft²/24 hrs by 97% in one coat. System must be able to perform as required with RH Probe readings of 100%.

PART 3 - EXECUTION

3.1 PREPARATION

- A. 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.
 3. Alkalinity and Adhesion Testing: Perform tests recommended by manufacturer. Proceed with installation only after substrates pass testing.
 4. 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 lb of water/1000 sq. ft. in 24 hours.
 - b. Perform relative humidity test using in situ probes, ASTM F 2170. Proceed with installation only after substrates have a maximum 75

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percent relative humidity level measurement.

- B. Inspect all surfaces with regard to their suitability to receive moisture vapor reduction system with manufacturer's representative prior to application of moisture reduction system.
1. Confirm that surfaces to be treated with moisture vapor reduction system have not previously been treated with other materials such as underlayments, screeds, and penetrating sealants. If so, consult with the Manufacturer's Representative prior to any application of moisture vapor reduction system.
 2. Confirm that the substrate surface does not deteriorate due to the presence of sulphurous compounds or alkaline aggregate/silica reaction encountered in certain areas.
 3. Any testing for concrete deficiencies / contamination like alkaline silica reaction, untreated silicates, and organic residue, is the responsibility of the Owner.
 4. Only a surface substrate that remains uncontaminated, absorptive, and sound is fit to receive a water vapor reduction system. Comply with all requirements as listed in Manufacturer's technical data information.
- C. Clean all surfaces to receive moisture vapor reduction system. Shot blast all floors to a Concrete Surface Profile (CSP) #3 and clean surfaces with an industrial vacuum to remove all residue off the substrate. Remove all defective materials, and foreign matter such as dust, adhesives, leveling compounds, paint, dirt, floor hardeners, bond breakers, oil, grease, curing agents, form release agents, efflorescence, laitance, and shot blast beads. Repair all cracks, expansion joint, control joints, and open surface honeycombs and fill in accordance with manufacturer's recommendations.
1. Shot blast a small test area and review surface profile with the finished flooring applicator. Comply with Division 09 Section "Resilient Tile Flooring" for leveling requirements.
 2. Inform vapor reduction system manufacturer if concrete additives such as chlorides or any other soluble compounds that can contaminate surfaces have been used in the concrete mix. Reinforcing fibers must be burned off, scraped and vacuumed, after shot blasting, leaving no fibers left on the concrete surfaces. Provide uncontaminated, absorptive, sound surface. **DO NOT ACID ETCH.**
 3. Reinforcing fibers that become visible after shot blasting must be removed and vacuumed leaving no fibers exposed above the concrete surfaces. Provide an uncontaminated, clean, sound surface

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- D. Repair concrete prior to moisture vapor reduction system installation by utilizing manufacturer's approved concrete repair materials. Comply with all requirements as listed in Manufacturer's technical data information. Consult with vapor reduction manufacturer.
1. Repair non-movement cracks, control joints, and large surface defects such as spalls, holes, and voids in accordance with manufacturer's recommendations. Use low-viscosity, gravity-fed crack mending resin for non-movement cracks and joints. Crack repair compound can be mixed with not more than 3 parts clean, washed, dry silica sand for sawcut control joints and wide cracks. Brush interior walls of crack or joint with neat crack repair epoxy resin before applying sand-resin mixture. After curing, grind surface flush with surrounding concrete.
 2. Repair spalls or excessively rough concrete surface using manufacturer's fiber thickening agent mixed 1:1 by volume with moisture control resin. Mix thickening agent and resin thoroughly to uniform creamy consistency and apply by trowel, working material tightly against clean, roughened concrete surface.
 3. Do not fill designed movement joints with moisture control epoxy resin. Fill movement joints with manufacturer's recommended flexible joint filling compound or mechanical movement joint cover
- E. Remove residual dust and debris by vacuum and dry sweeping. Do not use sweeping compound. Remove all foreign matter such as dust, adhesives, leveling compounds, paint, dirt, floor hardeners, bond breakers, oil, grease, curing agents, form release agents, efflorescence, laitance, and shot blast beads.
- F. Test concrete surface tensile strength after abrasive preparation in accordance with requirements of ASTM F3010 following Test Method C1583. If test results are less than 200 psi, repair concrete or repeat surface preparation to achieve required concrete surface tensile strength.

3.2 APPLICATION

- A. System Application: Install moisture vapor emission control system in number of coats required by system, and in accordance with manufacturer's written instructions.
1. Provide coverage rates as required based on moisture testing prior to time

WATER VAPOR EMISSION CONTROL SYSTEM

of application, but not less than 100 s.f./gallon.

- B. Allow to cure a minimum of 12 hours before installing flooring system.
- C. When water based adhesives are used in the floor covering installation, use an approved underlayment system together with a non-porous substrate primer prior to the installation of the flooring system. Consult the adhesive manufacturer for their minimum recommended thickness of cementitious underlayment to absorb excess moisture in the adhesive.

3.3 FIELD QUALITY CONTROL

- A. Inspect cured moisture control coating for complete, uniform coverage. Repair or install additional coats as necessary to produce a uniform, flat, smooth, coating surface that meets manufacturer's minimum thickness requirements in all areas.
- B. Test adhesion of the moisture control coating to the concrete substrate in accordance with ASTM F 3010 following Test Method D 7234. Tensile bond strength of the coating must be at least 200 psi with failure in the concrete. Repair or replace areas that do not meet this requirement.

3.4 PROTECTION

- A. Protect each coat during specified cure period from traffic, topical water and contaminants.

END OF SECTION 09966

WATER VAPOR EMISSION CONTROL SYSTEM

SECTION 10 21 00
TOILET COMPARTMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Solid plastic toilet compartments including the following: (Hiny Hiders)
 - 1. Floor mounted overhead-braced toilet compartments.
 - 2. Privacy screens.

1.2 REFERENCES

- A. ASTM A 666 - Standard Specification for Stainless and Heat-Resisting Chromium-Nickel Steel Plate, Sheet, and Strip.
- B. ASTM B 221 - Standard Specification for Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wire, Profiles, and Tubes.
- C. National Fire Protection Association (NFPA) 286 - Standard Methods of Fire Tests for Evaluating Contribution of Wall and Ceiling Interior Finish to Room Fire Growth.
- D. ASTM E 84 - Standard Test Method for Surface Burning Characteristics of Building Materials.

1.3 SUBMITTALS

- A. Submit under provisions of Section 01 30 00 - Administrative Requirements.
- B. Product Data: Manufacturer's data sheets on each product to be used, including:
 - 1. Preparation instructions and recommendations.
 - 2. Storage and handling requirements and recommendations.
 - 3. Installation methods.
- C. Shop Drawings: Provide layout drawings and installation details with location and type of hardware required.
- D. Verification Samples: For each finish product specified, two samples representing actual product, color, and patterns.
- E. Sustainable Design Submittals:
 - 1. Recycled Content: Certify percentages of post-consumer and pre-consumer recycled content.
 - 2. Regional Materials: Certify distance between manufacturer and Project and between manufacturer.

1.4 QUALITY ASSURANCE

- A. Manufacturer Qualifications: A company regularly engaged in manufacture of products specified in this section, and whose products have been in satisfactory use under similar service conditions for not less than 5 years.
- B. Installer Qualifications: A company regularly engaged in installation of products specified in this Section, with a minimum of 5 years experience.

Renovations to:
The Baldwin Center

- C. Materials: Doors, panels and pilasters, constructed from high density polyethylene (HDPE) resins. Partitions to be fabricated from polymer resins compounded under high pressure, forming a single component which is waterproof, nonabsorbent and has a self-lubricating surface that resists marks from pens, pencils, markers and other writing instruments. Cover all plastic components with a protective plastic masking.
- D. Performance Requirements:
 - 1. Fire Resistance: Partition materials shall comply with the following requirements, when tested in accordance with ASTM E 84:
 - a. Class A flame spread/smoke developed rating.
 - b. Class B flame spread/smoke developed rating.
 - 2. Material Fire Ratings:
 - a. National Fire Protection Association (NFPA) 286: Pass.
 - b. International Code Council (ICC): Class B.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Store products in manufacturer's unopened packaging until ready for installation.

1.6 PROJECT CONDITIONS

- A. Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by manufacturer for optimum results. Do not install products under environmental conditions outside manufacturer's absolute limits.

1.7 WARRANTY

- A. Manufacturer guarantees its plastic against breakage, corrosion, and delamination under normal conditions for 25 years from the date of receipt by the customer. If materials are found to be defective during that period for reasons listed above, the materials will be replaced free of charge. Labor not included in warranty.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Manufacturer: Scranton Products, which is located at: 801 E. Corey St.; Scranton, PA 18505; Toll Free Tel: 800-445-5148; Fax: 855-376-6161; Email: [request info \(info@scrantonproducts.com\)](mailto:request_info(info@scrantonproducts.com)); Web: www.scrantonproducts.com
- B. Requests for substitutions will be considered in accordance with provisions of Section 01600 Product Requirements.

2.2 MATERIAL

- A. Plastic Panels: High density polyethylene (HDPE) suitable for exposed applications, waterproof, non-absorbent, and graffiti-resistant textured surface.
- B. Zinc Aluminum Magnesium and Copper Alloy (Zamac): ASTM B 86.
- C. Stainless Steel Castings: ASTM A167, Type 304.
- D. Aluminum: ASTM 6463-T5 alloy.

2.3 SOLID PLASTIC TOILET COMPARTMENTS

- A. Basis of Design: Hiny Hiders Toilet Partitions as manufactured by and supplied by Scranton

Products.

1. Style: Floor mounted overhead-braced toilet compartments.
- B. Doors, Panels, and Pilasters: 1 inch (25 mm) thick with all edges rounded to a radius. Mount doors and dividing panels based on height of specified system.
1. Door and Panel Height: 55 inches (1397 mm).
 2. Aluminum heat sink fastened to bottom edges.
 3. Panel Edge: Standard.
 4. Pilasters: 82 inches (2083 mm) high and fastened to floor.
- C. Panel Color: Bold Series.
1. Fossil - Orange Peel – Women's Toilets
 2. French Blue - Orange Peel – Men's Toilets
- D. Pilaster Shoes: 3 inches (76 mm) high type 304, 20 gauge stainless steel. Secured to pilasters with a stainless steel tamper resistant Torx head sex bolt.
- E. Headrail: Heavy-duty extruded 6463-T5 alloy aluminum with anti-grip design. Finish to be clear anodized. Fastened to headrail brackets with stainless steel tamper resistant Torx head sex bolt, and fastened at the top of the pilaster with stainless steel tamper resistant Torx head screws.
1. Headrail Brackets: 20 gauge stainless steel with satin finish. Secured to the wall with stainless steel tamper resistant Torx head screws.
- F. Wall Brackets:
1. Bracket Type: Continuous 54 inches (1372 mm) aluminum.
- G. Door Hardware:
1. Vault Hinge: Heavy-duty diecast vault zamac hinge having gravity-acting cams and fabricated from a die cast aluminum alloy with a brushed finish and wrap around flanges. Cam is constructed from 3/4 inch (19 mm) diameter nylon rod and a 3/8 inch (9.5 mm) stainless steel pin.
 2. Door Strike/Keeper: Heavy-duty extruded aluminum 6436-T5 alloy with a bright dip anodized finish. Secured to pilasters with stainless steel tamper resistant Torx head sex bolts. Bumper shall be made of extruded black vinyl.
 - a. Style: 6 inches (152 mm) aluminum.
 3. Aluminum Slide Bolt Latch and Housing: Heavy-duty extruded 6463-T5 alloy aluminum. Latch and housing to have a bright dip anodized finish. Slide bolt and button to have a black anodized finish.
 4. Doors supplied with one coat hook/bumper and door pull made of chrome plated Zamak.
 5. Equip outswing handicapped doors with second door pull and door stop.

2.4 SOLID PLASTIC PRIVACY SCREENS

- A. Provide plastic privacy screens in urinal and entry toilet room applications as indicated or scheduled.
- B. Panels, and pilasters, if required, 1 inch (25 mm) thick with edges rounded to a radius. Screens to be mounted at 14 inches (356 mm) above the finished floor. Color as selected by Architect from manufacturer's full line of current colors.
1. Aluminum heat sink fastened to bottom edges.
- C. Screen Type: Pilaster supported.
1. Configuration: Floor pilaster supported screen.
 2. Urinal Screens: 24 inches (610 mm) wide by 42 inches (1067 mm) high.

Renovations to:
The Baldwin Center

3. Urinal Screens: 24 inches (610 mm) wide by 55 inches (1397 mm) high.
4. Pilaster: Pilaster screens shall be 69 inches (1600 mm) high.
5. Pilaster Sleeves: Type 304, 20 gauge stainless steel secured to pilaster with a stainless steel tamper resistant Torx head sex bolt.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Do not begin installation until substrates have been properly prepared.
- B. If substrate preparation is the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.

3.2 PREPARATION

- A. Clean surfaces thoroughly prior to installation.
- B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.
- C. Examine areas to receive toilet partitions, screens, and shower compartments for correct height and spacing of anchorage/blocking and plumbing fixtures that affect installation of partitions. Report discrepancies to the architect.

3.3 INSTALLATION

- A. Install in accordance with manufacturer's instructions.
- B. Install partitions rigid, straight, plumb, and level manor, with plastic laid out as shown on shop drawings.
- C. Clearance at vertical edges of doors shall be uniform top to bottom and shall not exceed 3/8 inch (9.5 mm).
- D. No evidence of cutting, drilling, and/or patching shall be visible on the finished work.
- E. Finished surfaces shall be cleaned after installation and be left free of imperfections.

3.4 PROTECTION

- A. Protect installed products until completion of project.
- B. Touch-up, repair or replace damaged products before Substantial Completion.

END OF SECTION

Finish Schedule									
Renovations to: The Baldwin Senior Center									
12/4/2020									
Room #	Room Name	Existing Flooring to be Removed	New Flooring	Existing Base to be Removed	New Base	Walls	Doors, Door Frames, All Wood Trim, Wood Wainscot, & Wood Columns	Ceiling	Notes:
LOWER LEVEL									
001-002	Multi-Purpose	*VCT	LVT-1	RB	RB	PT	PT	PT	*Refer to Asbestos Abatement documents.
001A	Closet	*VCT	LVT-1	RB	RB	PT	PT	PT	*Refer to Asbestos Abatement documents.
002A	Storage	*VCT	LVT-1	RB	RB	PT	PT	PT	*Refer to Asbestos Abatement documents.
005	Multi-Purpose	VCT	LVT-1	WD	RB	PT	PT	PT	
005A	Hallway	CPT	RF-1	WD	RB	PT	PT	PT	
005B	Janitor Closet	VCT	LVT-1	WD	RB	PT	PT	PT	
	Elevator Cab	VCT	LVT-1	-	-	-	-	-	
006	Billiards Room	*VCT	LVT-1	WD	RB	PT	PT	PT	*Refer to Asbestos Abatement documents.
006A	Closet	*VCT	LVT-1	WD	RB	PT	PT	PT	*Refer to Asbestos Abatement documents.
006B	Closet	*VCT	LVT-1	WD	RB	PT	PT	PT	*Refer to Asbestos Abatement documents.
006C	Closet	*VCT	LVT-1	WD	RB	PT	PT	PT	*Refer to Asbestos Abatement documents.
006D	Closet	*VCT	LVT-1	WD	RB	PT	PT	PT	*Refer to Asbestos Abatement documents.
006E	Storage	*VCT	LVT-1	RB	RB	PT	PT	PT	*Refer to Asbestos Abatement documents.
006F	Storage	*VCT	LVT-1	RB	RB	PT	PT	PT	*Refer to Asbestos Abatement documents.
007	Custodian	VCT	LVT-1	WD	RB	PT	PT	PT	
008	Womens Bathroom	ETR	EP-1	ETR	ETR	ETR/*PT	PT	PT	*Paint Yellow Tile Wall Only. White Tile Walls Are Existing To Remain.
009	Men's Bathroom	ETR	EP-1	ETR	ETR	ETR/*PT	PT	PT	*Paint Tan Tile Wall Only. White Tile Walls Are Existing To Remain.
011	Hallway	VCT	LVT-1	WD	RB	PT	PT	PT	
011A	Hallway	VCT	RF-1	RB	RB	PT	PT	PT	
	Stair 2	RUB/VCT	RF-1	WD	RB	PT	PT	PT	Paint all exposed metal fixtures ... Handrails, Railings, Gates, Brackets, Stringers, Etc ... Typ.
	Stair 3	RUB/VCT	RF-1	WD	RB	PT	PT	PT	Paint all exposed metal fixtures ... Handrails, Railings, Gates, Brackets, Stringers, Etc ... Typ.
General Notes									
1	All existing wood and rubber bases to be removed, patched, and prepped for paint finish unless otherwise noted.								
2	All metal radiator covers shall be prepped and painted. Typ.								
3	All metal access panels shall be prepped and painted. Typ.								

Finish Schedule									
Renovations to: The Baldwin Senior Center									
12/4/2020									
Room #	Room Name	Existing Flooring to be Removed	New Flooring	Existing Base to be Removed	New Base	Walls	Doors, Door Frames, All Wood Trim, Wood Wainscot, & Wood Columns	Ceiling	Notes:
FIRST FLOOR									
101	Multi-Purpose	ETR	ETR	ETR	ETR	PT	PT	PT	
101A	Closet	ETR	ETR	ETR	ETR	PT	PT	PT	
101B	Closet	ETR	ETR	ETR	*RB	PT	PT	PT	*Install new rubber base inside and outside new closet.
108	Vestibule 2	QT	WOCT	QT	RB	PT	PT	PT	
108A	Hallway	VCT	WOCT	WD	RB	PT	PT	PT	
109	Office	CPT	LVT-1	WD	RB	PT	PT	PT	
110	Office	CPT	LVT-1	WD	RB	PT	PT	PT	
111	Office	CPT	LVT-1	WD	RB	PT	PT	PT	
112	Office	CPT	LVT-1	WD	RB	PT	PT	PT	
113	Director Office	CPT	LVT-1	WD	RB	PT	PT	PT	
114	Hallway	CPT	LVT-1	WD	RB	PT	PT	PT	
115	Toilet	ETR	EP-1	ETR	ETR	*ETR/PT	PT	PT	*Paint Tan Tile Wall Only. White Tile Walls Are Existing To Remain.
116	Men's Toilet	ETR	EP-1	ETR	ETR	*ETR/PT	PT	PT	*Paint Tan Tile Wall Only. White Tile Walls Are Existing To Remain.
117	Women's Toilet	ETR	EP-1	ETR	ETR	*ETR/PT	PT	PT	*Paint Yellow Tile Wall Only. White Tile Walls Are Existing To Remain.
118	General Office	CPT	LVT-1	WD	RB	PT	PT	PT	
118A	Closet	CPT	LVT-1	WD	RB	PT	PT	PT	
118B	Closet	CPT	LVT-1	WD	RB	PT	PT	PT	
119A	Lobby	VCT	LVT-2, LVT-3, & LVT-4 See Floor Plan	WD	RB	PT	PT	PT	
119B	Greeter	VCT	LVT-2	WD	RB	PT	PT	PT	
119C	Hallway	VCT	WOCT	WD	RB	PT	PT	PT	
120	Vestibule 1	EPOXY/VCT	WOCT	RB	RB	PT	PT	PT	
121	Main Hall	CPT	RSF/ LVT-2 See Floor Plan	WD	RB	PT	PT	PT	All Surfaces Within Space to be Painted Except Wood Trusses. All Colors to be Selected by Architect.
121A	Closet	CPT	LVT-2	WD	*RB	PT	PT	PT	*Install new rubber base inside and outside new closet.
122	Conference	CPT/VCT	LVT-2	WD	RB	PT	PT	PT	
123A	Electric Room	VCT	LVT-2	WD	RB	PT	PT	PT	
124	Janitor	ETR	-	ETR	-	-	-	-	
125	Women's Toilet	ETR	EP-1	ETR	ETR	ETR/*PT	PT	PT	*Paint Yellow Tile Wall Only. White Tile Walls Are Existing To Remain.
126	Men's Toilet	ETR	EP-1	ETR	ETR	ETR/*PT	PT	PT	*Paint Tan Tile Wall Only. White Tile Walls Are Existing To Remain.
127	Transportation Office	ETR	ETR	ETR	ETR	PT	PT	PT	
134	Vestibule 3	QT	WOCT	QT	RB	PT	PT	PT	
135	Toilet	ETR	EP-1	ETR	ETR	ETR/*PT-1	PT	PT	*Paint Yellow Tile Wall Only. White Tile Walls Are Existing To Remain.
136	Storage	-	-	-	-	-	PT	PT	
	Stair 1	RUB/VCT	RF-1	WD	RB	PT	PT	PT	Prep and paint all exposed metal fixtures ... Handrails, Railings, Gates, Brackets, Stringers, Etc ... Typ.
	Stair 2	RUB/VCT	RF-1	WD	RB	PT	PT	PT	Prep and paint all exposed metal fixtures ... Handrails, Railings, Gates, Brackets, Stringers, Etc ... Typ.
	Stair 3	RUB/VCT	RF-1	WD	RB	PT	PT	PT	Prep and paint all exposed metal fixtures ... Handrails, Railings, Gates, Brackets, Stringers, Etc ... Typ.

Finish Schedule									
Renovations to: The Baldwin Senior Center									
12/4/2020									
Room #	Room Name	Existing Flooring to be Removed	New Flooring	Existing Base to be Removed	New Base	Walls	Doors, Door Frames, All Wood Trim, Wood Wainscot, & Wood Columns	Ceiling	Notes:
SECOND FLOOR									
201	Multi-Purpose	VCT	LVT-1	WD	RB	PT	PT	PT	All Surfaces Within Space to be Painted Including Beams, Columns, Etc ... All Colors to be Selected by Architect.
201A	Storage	-	-	-	-	-	-	-	
201B	Storage	-	-	-	-	-	-	-	
202	Library	VCT	LVT-1	WD	RB	PT	PT	PT	All Surfaces Within Space to be Painted Including Beams, Columns, Book Cases, Shelves, Etc ... All Colors to be Selected by Architect.
202A	Closet	VCT	LVT-1	WD	RB	PT	PT	PT	
202B	Closet	VCT	LVT-1	WD	RB	PT	PT	PT	
203	Women's Toilet	ETR	EP-1	ETR	ETR	ETR/*PT	PT	PT	*Paint all Walls Except White Tile Wainscot. Paint Yellow Tile Wainscot.
204	Men's Toilet	ETR	EP-1	ETR	ETR	ETR/*PT	PT	PT	*Paint all Walls Except White Tile Wainscot. Paint Tan Tile Wainscot.
205	Mezzanine	CPT	LVT-1	WD	RB	PT	PT	PT	All Surfaces Within Space to be Painted Except Wood Trusses. All Colors to be Selected by Architect.
206	Mezzanine	CPT	LVT-1	WD	RB	PT	PT	PT	All Surfaces Within Space to be Painted Except Wood Trusses. All Colors to be Selected by Architect.
206B	Storage	CPT	LVT-1	WD	RB	PT	PT	PT	*Install new rubber base inside and outside new closet.
207	Office	CPT	LVT-1	WD	RB	PT	PT	PT	
208	Office	CPT	LVT-1	WD	RB	PT	PT	PT	
209-210	Multi-Purpose	CPT	LVT-1	WD	RB	PT	PT	PT	
	Stair 1	VCT	RF-1	WD	RB	PT	PT	PT	
	Stair 2	VCT	RF-1	WD	RB	PT	PT	PT	
	Stair 3	VCT	RF-1	WD	RB	PT	PT	PT	
GENERAL NOTES									
1.	All paint colors to be selected by Architect. Different colors will be selected for walls, doors and frames, trim, wainscotting, etc ...								
2.	Rubber base color to be selected by Architect from manufacturer full line.								

Finishes Key					
Renovations to: The Baldwin Senior Center					
12/4/2019					
Materials:	Abbrev:	Description:	Color:	Size:	Notes
Flooring:					
Luxury Vinyl Tile	LVT-1	Interface Studio Set LVT	From Manufacturer Full Line	25cm x 1m	
	LVT-2	Mohawk Group, Hot and Heavy Collection, Bolder	888 Schist	36" x 36"	
	LVT-3	Mohawk Group, Hot and Heavy Collection, Bolder	832 River Rock	36" x 36"	
	LVT-4	Mohawk Group, Hot and Heavy Collection, Bolder	925 Pebble	36" x 36"	
Resilient Sports Flooring	RSF	Tarkett Sports Indoor, Omnisports HPL, 5mm + 2mm, Class 1	Golden Maple	6.6' Rolls	
Epoxy Resin Chip Flooring	EP-1	Action Floor Systems, Action IG400	Custom Color Chip Blend T.B.D.	-	
Walk-Off Carpet Tile	WOCT	Shaw Steppin Out Walk-Off Carpet Tile: 5T033	Charcoal	24"x24"	
PVC Stair Treads/Risers	RF-1	Takiron - Pathways & Stair Treads Series Rubber Treads With Integrated Riser	Color: 92-5WB Charcoal.		
PVC Stair Landings	RF-1	Takiron - Pathways & Stair Treads Series Pathways	92 Charcoal	6' Wide x 66' Long 0.10" Thick	
Base:					
Rubber Cove Base	RB	Roppe Rubber Cove Base	From Manufacturer Full Line	4"	
Walls:					
Paint	PT	Benjamin Moore	From Manufacturer Full Line		All paint colors to be selected by Architect. Different colors will be selected for walls, doors and frames, trim, wainscotting, ceilings, columns, beams, etc ...



2725 Main Street
Stratford, CT 06614

Renovations to: The Baldwin Center

1000 West Broad Street
Stratford, CT

MATERIALS LEGEND:

	BRICK		STONE
	BATT INSULATION		CRUSHED STONE
	CONTINUOUS WOOD FRAMING THROUGH MEMBER		CONCRETE MASONRY UNITS
	CONCRETE		NEW PARTITION
	METALS		WOOD FRAMING - INTERRUPTED MEMBER
	PARTICLE BOARD		FINISHED WOOD
	RIGID INSULATION		
	COMPACTED GRAVEL		
	EARTH/UNDISTURBED SOIL		

GRAPHIC LEGEND:

	INTERIOR WALL ELEVATION NUMBERS		REMOVE EXISTING CONSTRUCTION
	SECTION REFERENCE		REVISION MARK
	DETAIL REFERENCE		COLUMN GRID LINES
	ROOM NUMBER		BUILDING SECTION
	CEILING HEIGHT		INDICATES HIDDEN LINE - ABOVE, BELOW, BEHIND OR ITEMS TO BE REMOVED
	PARTITION TYPE		EXISTING DOOR ASSEMBLY
	EXTERIOR ELEVATIONS		EXISTING DOOR TO BE REMOVED
	CENTERLINE OR N.I.C.		DOOR TO BE INSTALLED - INDICATES DOOR NUMBER (SEE SCHEDULE)
	WINDOW TYPE		FURNITURE
	HOLLOW METAL TYPE		

NOTE: ROOM NUMBERS DESIGNATED DO NOT CORRESPOND TO EXISTING SCHOOL SIGNAGE & ARE FOR CONSTRUCTION PURPOSE ONLY

GENERAL NOTES:

- ALL WORK TO COMPLY WITH STATE, LOCAL AND OTHER APPLICABLE BUILDING CODES
- THE CONTRACTOR TO VERIFY ALL FIELD CONDITIONS & DIMENSIONS BEFORE START OF WORK. NOTIFY ARCHITECT OF ANY DISCREPANCIES BEFORE START OF WORK.
- DISCREPANCIES AND AMBIGUITIES ON DRAWING AND SPECIFICATION SHALL BE BROUGHT TO THE ATTENTION OF THE CONSTRUCTION MANAGER AND ARCHITECT. AFFECTED WORK SHALL NOT PROCEED UNTIL CLARIFICATION HAS BEEN RECEIVED.
- THE CONTRACTOR TO FILE AND OBTAIN ALL REQUIRED PERMITS AND PAY SUCH FEES.
- THE OWNER RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS, AND MAY CHOOSE NOT TO INCLUDE ANY PORTION OF THE SCOPE OF WORK.
- REMOVE AND DISPOSE OF ANY CONSTRUCTION DEBRIS IN A LEGAL MANNER.
- THE CONTRACTOR IS SOLELY RESPONSIBLE FOR ALL CONSTRUCTION AND SITE SAFETY.
- THE CONTRACTOR TO PROTECT ALL AREAS OF THE CONSTRUCTION SITE, INCLUDING PATHS OF TRAVEL TO AND FROM THE CONSTRUCTION SITE. AREAS FOUND TO BE DAMAGE ARE TO BE REPAIRED TO THE OWNERS SATISFACTION WITH OUT ANY ADDITIONAL COST.
- CONTRACTOR IS RESPONSIBLE FOR ALL TEMPORARY PROTECTION.
- ALL CONTRACTORS ARE REQUIRED TO HAVE APPROPRIATE INSURANCE, INCLUDING WORKMEN COMPENSATION AND LIABILITY. REFER TO OWNERS REQUIREMENTS.
- CONTRACTORS TO WORK UNDER BEST PRACTICES, AND IN A PROFESSIONAL MANNER, AND PROVIDE HIGHLY EXPERIENCED TRADESMEN. WORK TO BE CARRIED OUT UNDER A.I., S.C., FEDERAL, U.S., ETC. STANDARDS OF THEIR TRADES. ALL CONSTRUCTION SHALL BE PERFORMED TO THESE STANDARDS.
- CONTRACTOR TO PROVIDE MINIMUM FIVE YEAR INSTALLATION WARRANTY, AND THE STANDARD MANUFACTURER PRODUCT WARRANTY, UNLESS OTHERWISE SPECIFIED.
- ALL CONTRACTORS ARE RESPONSIBLE FOR ALL EQUIPMENT AND MATERIALS NEED TO COMPLETE THE PROJECT IN A TIMELY AND SAFE MANNER.
- THE CONTRACTORS ARE REQUIRE TO COORDINATE WORK WITH OTHER TRADES / CONTRACTORS DURING THE INSTALLATION PROCESS AND FINAL ACCEPTANCE OF PROJECT.
- BY SUBMISSION OF THE BID OR PROPOSAL THE UNDERSIGNED BIDDER AND THE PERSON OR PERSONS SIGNING ON BEHALF OF THE BIDDER, AND SHOULD THIS BID BE A JOINT BID, EACH PARTY THERETO, CERTIFIES AS TO ITS OWN ORGANIZATION, UNDER PENALTY OF PERJURY, THAT TO THE BEST OF KNOWLEDGE AND BELIEF.
- THE PRICES IN THIS BID HAVE BEEN ARRIVED AT INDEPENDENTLY WITHOUT COLLUSION, CONSULTATION, COMMUNICATION, OR AGREEMENT FOR THE PURPOSE OF RESTRICTING COMPETITION, AS TO ANY MATTER RELATING TO SUCH PRICES WITH ANY OTHER BIDDER OR WITH ANY COMPETITOR.
- UNLESS OTHERWISE REQUIRED BY LAW, THE PRICES WHICH HAVE BEEN QUOTED IN THIS BID HAVE NOT BEEN KNOWINGLY DISCLOSED BY THE BIDDER PRIOR TO BID OPENING, DIRECTLY OR INDIRECTLY. TO ANY OTHER BIDDER NOR TO ANY COMPETITOR, AND NO ATTEMPT HAS BEEN MADE OR WILL BE MADE BY THE BIDDER TO INDUCE ANY OTHER PERSON, PARTNERSHIP OR CORPORATION TO SUBMIT OR NOT TO SUBMIT A BID FOR THE PURPOSE OF RESTRICTING COMPETITION.

LIST OF DRAWINGS

T-101	TITLE SHEET
D-101	LOWER LEVEL DEMO PLAN
D-102	FIRST FLOOR DEMO PLAN
D-103	SECOND FLOOR DEMO PLAN
D-201	LOWER LEVEL CEILING DEMO PLAN
D-202	FIRST FLOOR CEILING DEMO PLAN
D-203	SECOND FLOOR CEILING DEMO PLAN
A-101	LOWER LEVEL FLOOR PLAN
A-102	FIRST FLOOR PLAN
A-103	SECOND FLOOR PLAN
A-201	LOWER LEVEL CEILING PLAN
A-202	FIRST FLOOR CEILING PLAN
A-203	SECOND FLOOR CEILING PLAN
A-601	TOILET PLANS, AND ELEVATIONS
A-602	TOILET PLANS, AND ELEVATIONS
A-701	MISCELLANEOUS DETAILS
E-101	LOWER LEVEL ELECTRIC PLAN
E-102	FIRST FLOOR ELECTRIC PLAN
E-103	SECOND FLOOR ELECTRIC PLAN

STATE BUILDING CODES

- 2018 CONNECTICUT STATE BUILDING CODE
- 2015 INTERNATIONAL BUILDING CODE
- 2015 INTERNATIONAL EXISTING BUILDING CODE
- 2015 INTERNATIONAL PLUMBING CODE
- 2015 INTERNATIONAL MECHANICAL CODE
- 2015 INTERNATIONAL ENERGY CONSERVATION CODE
- 2017 NATIONAL ELECTRICAL CODE (NFPA 70)
- 2009 ICC A117.1 ACCESSIBLE AND USABLE BUILDINGS & FACILITIES

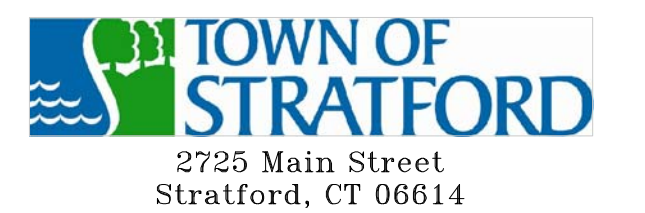
Revisions

12/17/2019	ISSUED
1/16/2020	ISSUED
4/16/2020	ISSUED
9/9/2020	ISSUED
11/5/2020	REVISED AND REISSUED
12/4/2020	ISSUED FOR BID

SNYDER ARCHITECTS, LLC

Architecture . Planning . Construction Management
Trumbull, CT 203-243-3346
info@snyderarchitects.com

Project



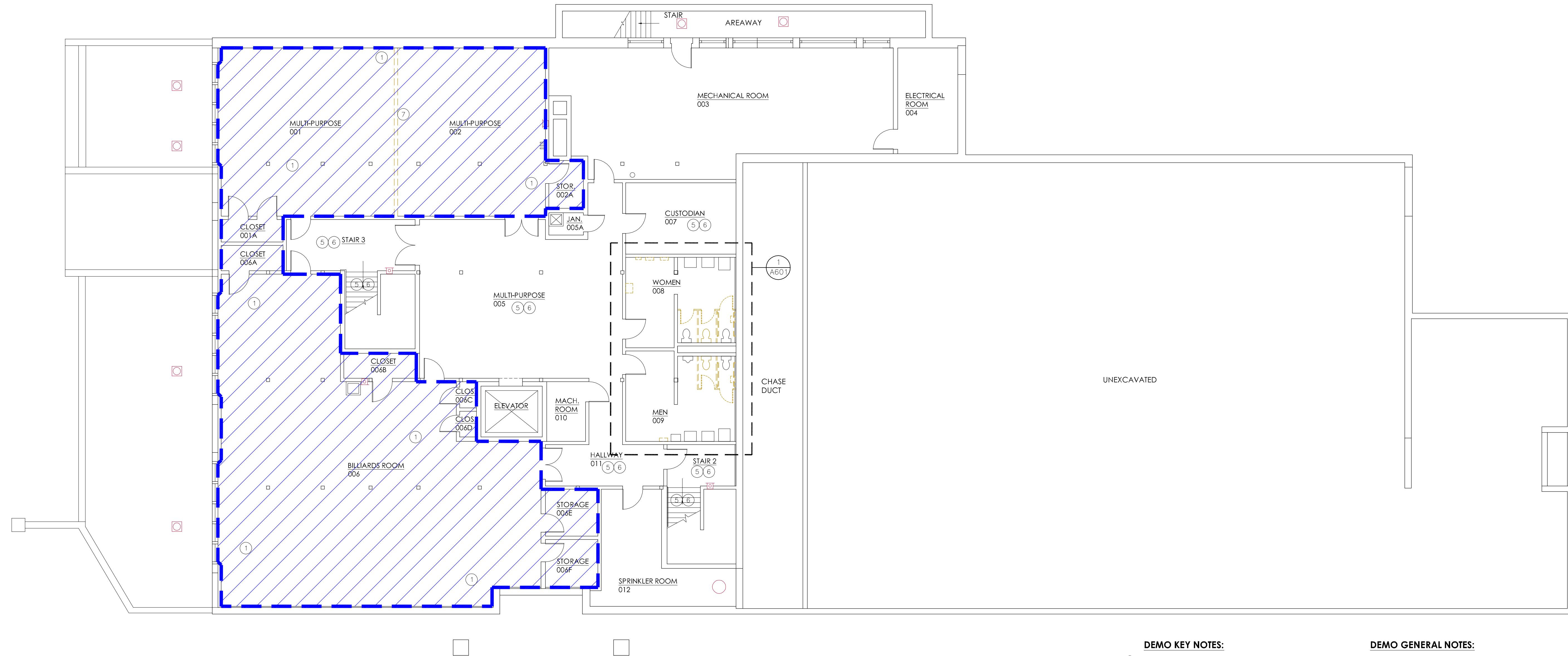
Renovations to: The Baldwin Center

1000 West Broad Street
Stratford, CT

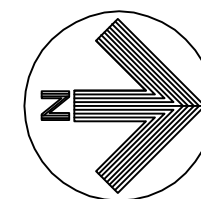
Drawing Title

Title Sheet

Issued	12/4/2020	Drawing No.	T-101
Scale	AS INDICATED	Job No.	
		19-012	



LOWER LEVEL DEMO PLAN



DEMO KEY NOTES:

- ① HATCHED AREA DENOTES SCOPE OF FLOORING/ADHESIVE TO BE ABATED. REFER TO ASBESTOS ABATEMENT SPECIFICATION PREPARED BY AMC ENVIRONMENTAL FOR ADDITIONAL INFO.
- ② -
- ③ -
- ④ REMOVE EXISTING TOILET ACCESSORIES. PATCH ALL HOLES AND DAMAGE TO MATCH EXISTING. TYP.
- ⑤ REMOVE EXISTING FLOORING AND WOOD BASE. PREP SUB-FLOOR FOR NEW FLOORING PER SPEC AND MANUFACTURER RECOMMENDATIONS.
- ⑥ SHOT-BLAST CONCRETE SLAB TO CLEAN SMOOTH FINISH.
- ⑦ REMOVE EXISTING PARTITION
- ⑧ COMPLETELY REMOVE EXISTING DISPLAY CASE. PATCH AND REPAIR ALL DAMAGED ADJACENT SURFACES TO MATCH EXISTING. TYP.
- ⑨ REMOVE EXISTING BENCH. REPAIR, PATCH ALL DAMAGED ADJACENT SURFACES TO MATCH EXISTING AND PREPARE FOR NEW FINISH.
- ⑩ DASHED LINE DENOTES SCOPE OF VINYL WALL COVERING TO BE COMPLETELY REMOVED. ALL WALLS SHALL BE TAPED, SPACKLED, FINISHED AND PREPPED FOR NEW PAINT.
- ⑪ REMOVE EXISTING MILLWORK, TRIM, SUPPORTS, ETC ... PATCH AND FINISH ALL DAMAGED SURFACES TO MATCH EXIST.

DEMO GENERAL NOTES:

- 1. REMOVE ALL SIGNAGE INCLUDING ROOM SIGNS AND WAYFINDING SIGNS.

Revisions

12/17/2019	ISSUED
1/16/2020	ISSUED
4/16/2020	ISSUED
9/9/2020	ISSUED
11/5/2020	REVISED AND REISSUED
12/4/2020	ISSUED FOR BID

SNYDER ARCHITECTS, LLC

Architecture . Planning . Construction Management
 Trumbull, CT 203-243-3346
 info@snyderarchitects.com

Project



**Renovations to:
The Baldwin Center**

1000 West Broad Street
 Stratford, CT

Drawing Title

**Lower Level
Demo Plan**

Issued 12/4/2020

Scale AS INDICATED

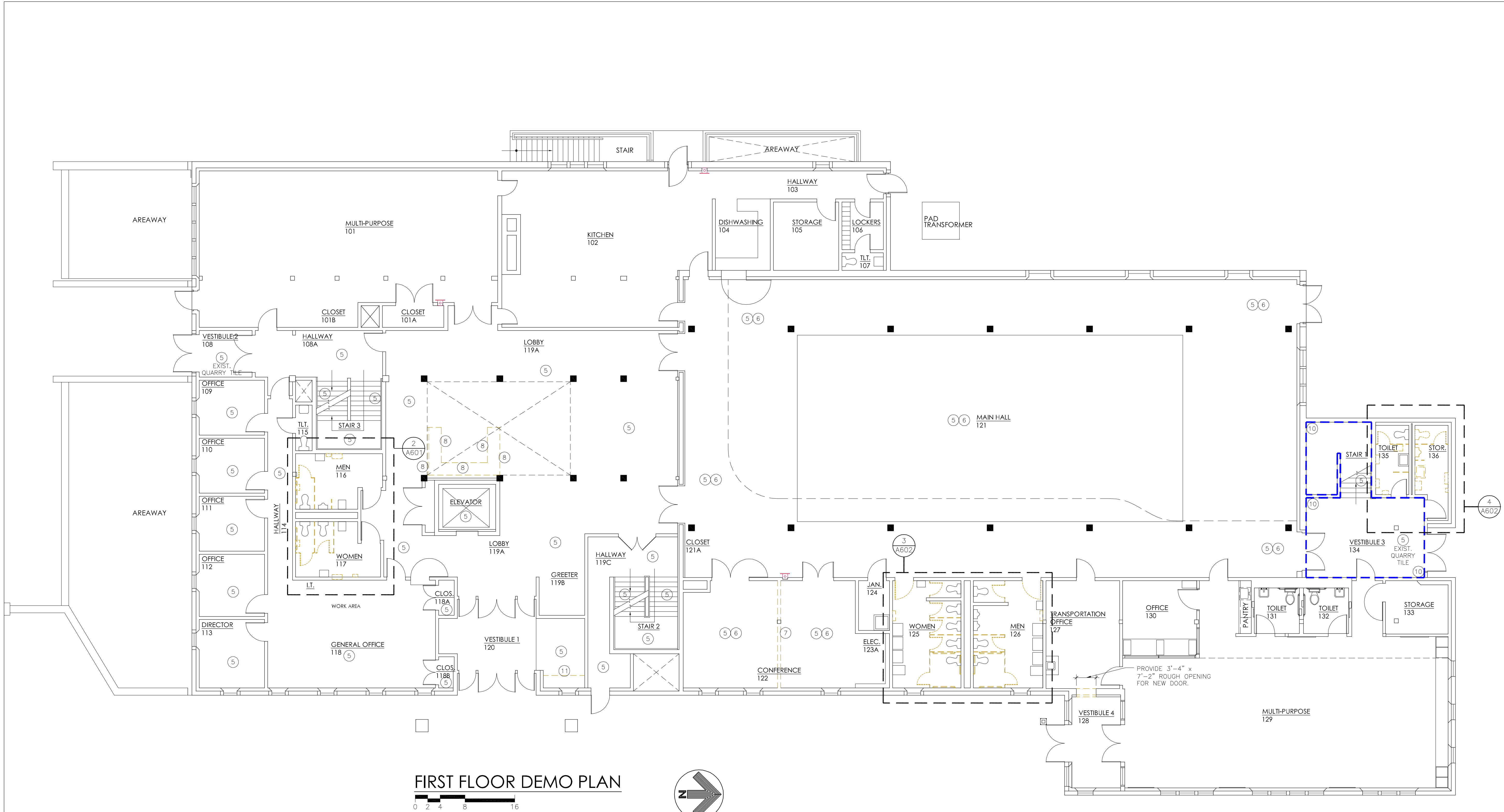
Job No. 19-012

Drawing No.

D-101

Revisions	
12/17/2019	ISSUED
1/16/2020	ISSUED
4/16/2020	ISSUED
9/9/2020	ISSUED
11/5/2020	REVISED AND REISSUED
12/4/2020	ISSUED FOR BID

SNYDER ARCHITECTS, LLC
 Architecture . Planning . Construction Management
 Trumbull, CT 203-243-3346
 info@snyderarchitects.com



- DEMO KEY NOTES:**
- HATCHED AREA DENOTES SCOPE OF FLOORING/ADHESIVE TO BE ABATED. REFER TO ASBESTOS ABATEMENT SPECIFICATION PREPARED BY AMC ENVIRONMENTAL FOR ADDITIONAL INFO.
 -
 -
 - REMOVE EXISTING TOILET ACCESSORIES. PATCH ALL HOLES AND DAMAGE TO MATCH EXISTING, TYP.
 - REMOVE EXISTING FLOORING AND WOOD BASE. PREP SUB-FLOOR FOR NEW FLOORING PER SPEC AND MANUFACTURER RECOMMENDATIONS.
 - SHOT-BLAST CONCRETE SLAB TO CLEAN SMOOTH FINISH.
 - REMOVE EXISTING PARTITION
 - COMPLETELY REMOVE EXISTING DISPLAY CASE. PATCH AND REPAIR ALL DAMAGED ADJACENT SURFACES TO MATCH EXISTING, TYP.
 - REMOVE EXISTING BENCH. REPAIR, PATCH ALL DAMAGED ADJACENT SURFACES TO MATCH EXISTING AND PREPARE FOR NEW FINISH.
 - DASHED LINE DENOTES SCOPE OF VINYL WALL COVERING TO BE COMPLETELY REMOVED. ALL WALLS SHALL BE TAPED, SPACKLED, FINISHED AND PREPPED FOR NEW PAINT.
 - REMOVE EXISTING MILLWORK, TRIM, SUPPORTS, ETC ... PATCH AND FINISH ALL DAMAGED SURFACES TO MATCH EXIST.
- DEMO GENERAL NOTES:**
- REMOVE ALL SIGNAGE INCLUDING ROOM SIGNS AND WAYFINDING SIGNS.

Project

TOWN OF STRATFORD
 2725 Main Street
 Stratford, CT 06614

Renovations to:
The Baldwin Center
 1000 West Broad Street
 Stratford, CT

Drawing Title

First Floor Demo Plan

Issued	12/4/2020	Drawing No. D-102
Scale	AS INDICATED	
Job No.	19-012	

Revisions	
12/17/2019	ISSUED
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4/16/2020	ISSUED
9/9/2020	ISSUED
11/5/2020	REVISED AND REISSUED
12/4/2020	ISSUED FOR BID

SNYDER ARCHITECTS, LLC

Architecture . Planning . Construction Management
 Trumbull, CT 203-243-3346
 info@snyderarchitects.com

Project



Renovations to:
The Baldwin Center

1000 West Broad Street
 Stratford, CT

Drawing Title

**Second Floor
 Demo Plan**

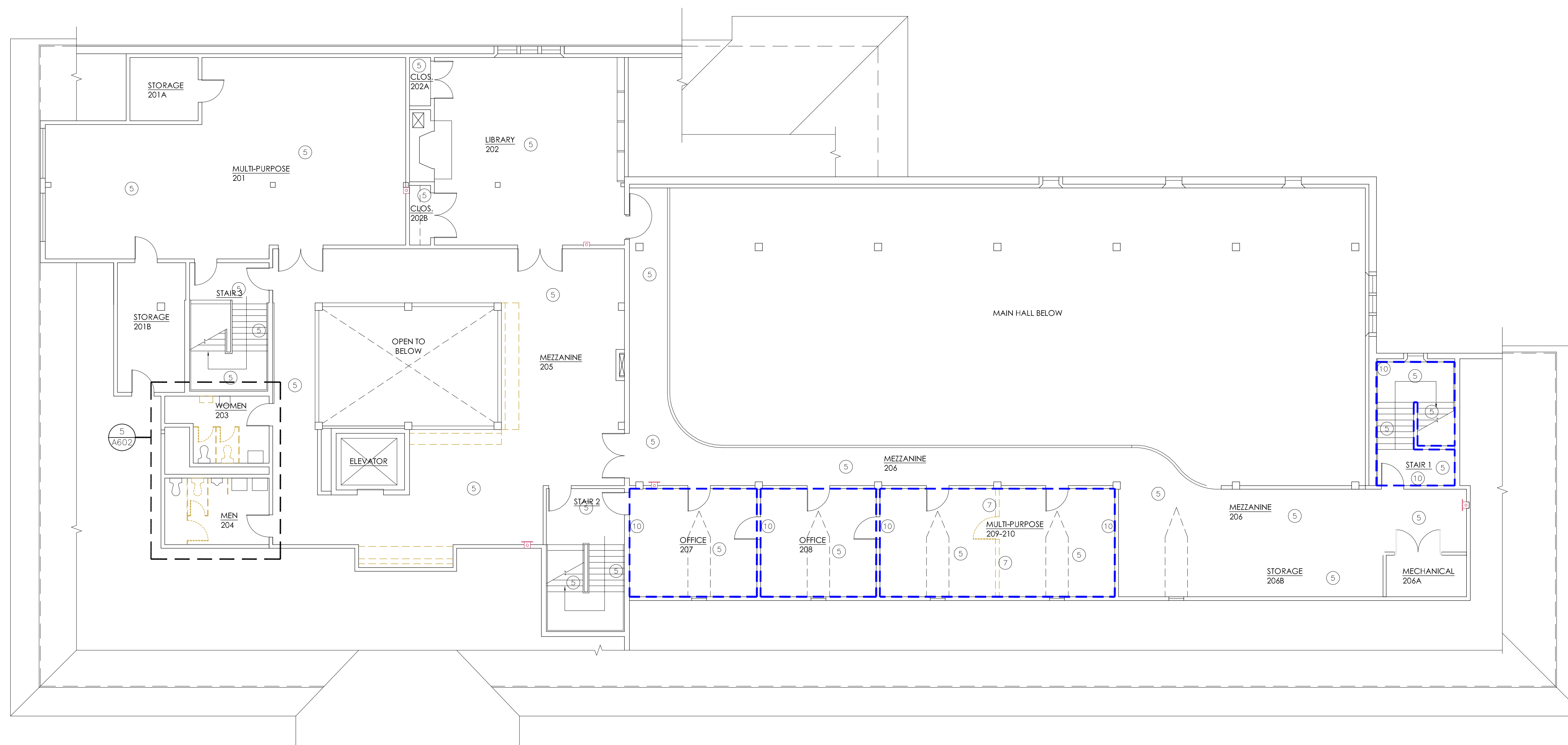
Issued
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Scale
 AS INDICATED

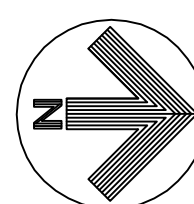
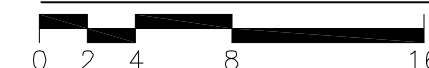
Job No.
 19-012

Drawing No.

D-103



SECOND FLOOR DEMO PLAN

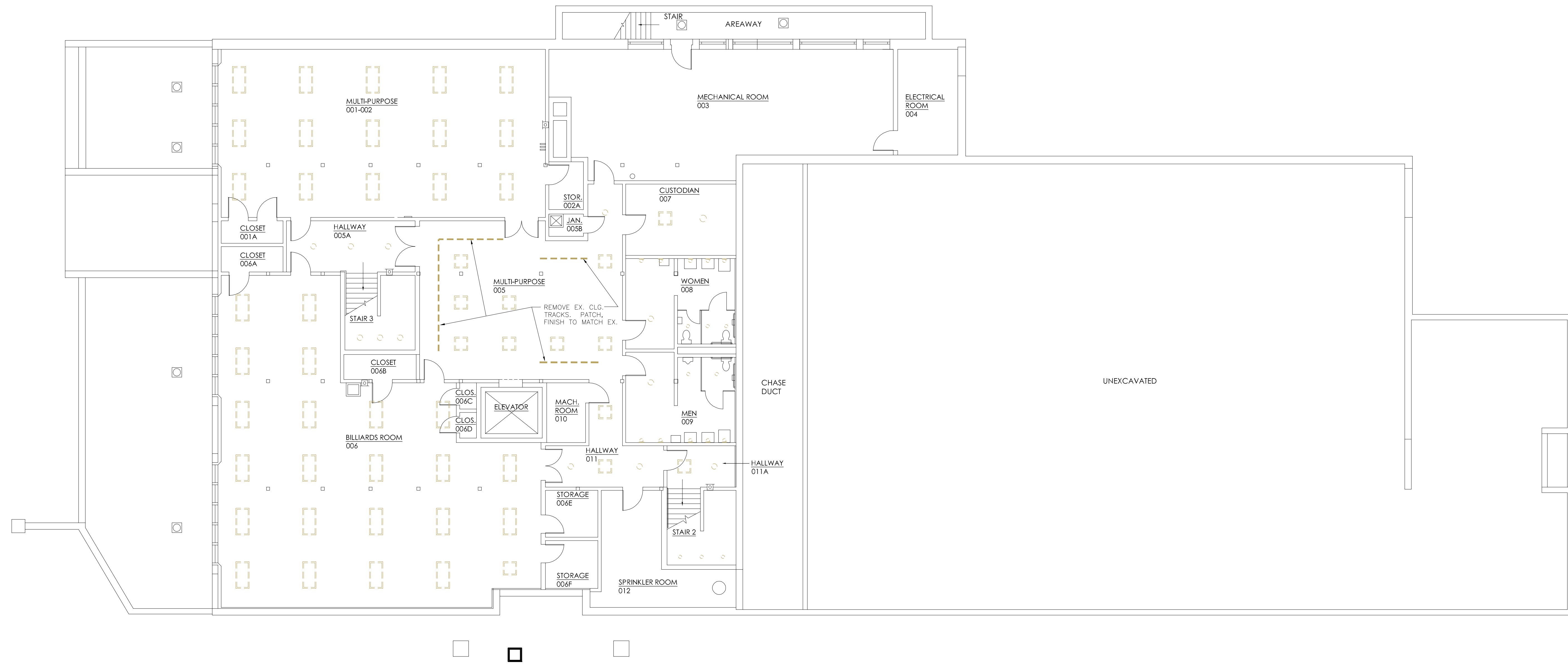


DEMO KEY NOTES:

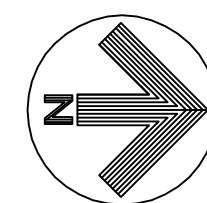
- ① HATCHED AREA DENOTES SCOPE OF FLOORING/ADHESIVE TO BE ABATED. REFER TO ASBESTOS ABATEMENT SPECIFICATION PREPARED BY AMC ENVIRONMENTAL FOR ADDITIONAL INFO.
- ② -
- ③ -
- ④ REMOVE EXISTING TOILET ACCESSORIES. PATCH ALL HOLES AND DAMAGE TO MATCH EXISTING. TYP.
- ⑤ REMOVE EXISTING FLOORING AND WOOD BASE. PREP SUB-FLOOR FOR NEW FLOORING PER SPEC AND MANUFACTURER RECOMMENDATIONS.
- ⑥ SHOT-BLAST CONCRETE SLAB TO CLEAN SMOOTH FINISH.
- ⑦ REMOVE EXISTING PARTITION
- ⑧ COMPLETELY REMOVE EXISTING DISPLAY CASE. PATCH AND REPAIR ALL DAMAGED ADJACENT SURFACES TO MATCH EXISTING. TYP.
- ⑨ REMOVE EXISTING BENCH. REPAIR, PATCH ALL DAMAGED ADJACENT SURFACES TO MATCH EXISTING AND PREPARE FOR NEW FINISH.
- ⑩ DASHED LINE DENOTES SCOPE OF VINYL WALL COVERING TO BE COMPLETELY REMOVED. ALL WALLS SHALL BE TAPED, SPACKLED, FINISHED AND PREPPED FOR NEW PAINT.
- ⑪ REMOVE EXISTING MILLWORK, TRIM, SUPPORTS, ETC ... PATCH AND FINISH ALL DAMAGED SURFACES TO MATCH EXIST.

DEMO GENERAL NOTES:

- 1. REMOVE ALL SIGNAGE INCLUDING ROOM SIGNS AND WAYFINDING SIGNS.



CEILING/LIGHTING DEMO PLAN - LOWER LEVEL



- CEILING/LIGHTING DEMO LEGEND:**
- WALL SCONCE LIGHT FIXTURE TO BE REMOVED
 - RECESSED LIGHT FIXTURE TO BE REMOVED
 - 2x2 LIGHT FIXTURE TO BE REMOVED
 - 2x4 LIGHT FIXTURE TO BE REMOVED

Revisions

12/17/2019	ISSUED
1/16/2020	ISSUED
4/16/2020	ISSUED
9/9/2020	ISSUED
11/5/2020	REVISED AND REISSUED
12/4/2020	ISSUED FOR BID

SNYDER ARCHITECTS, LLC
 Architecture . Planning . Construction Management
 Trumbull, CT 203-243-3346
 info@snyderarchitects.com

Project

2725 Main Street
 Stratford, CT 06614

Renovations to:
The Baldwin Center
 1000 West Broad Street
 Stratford, CT

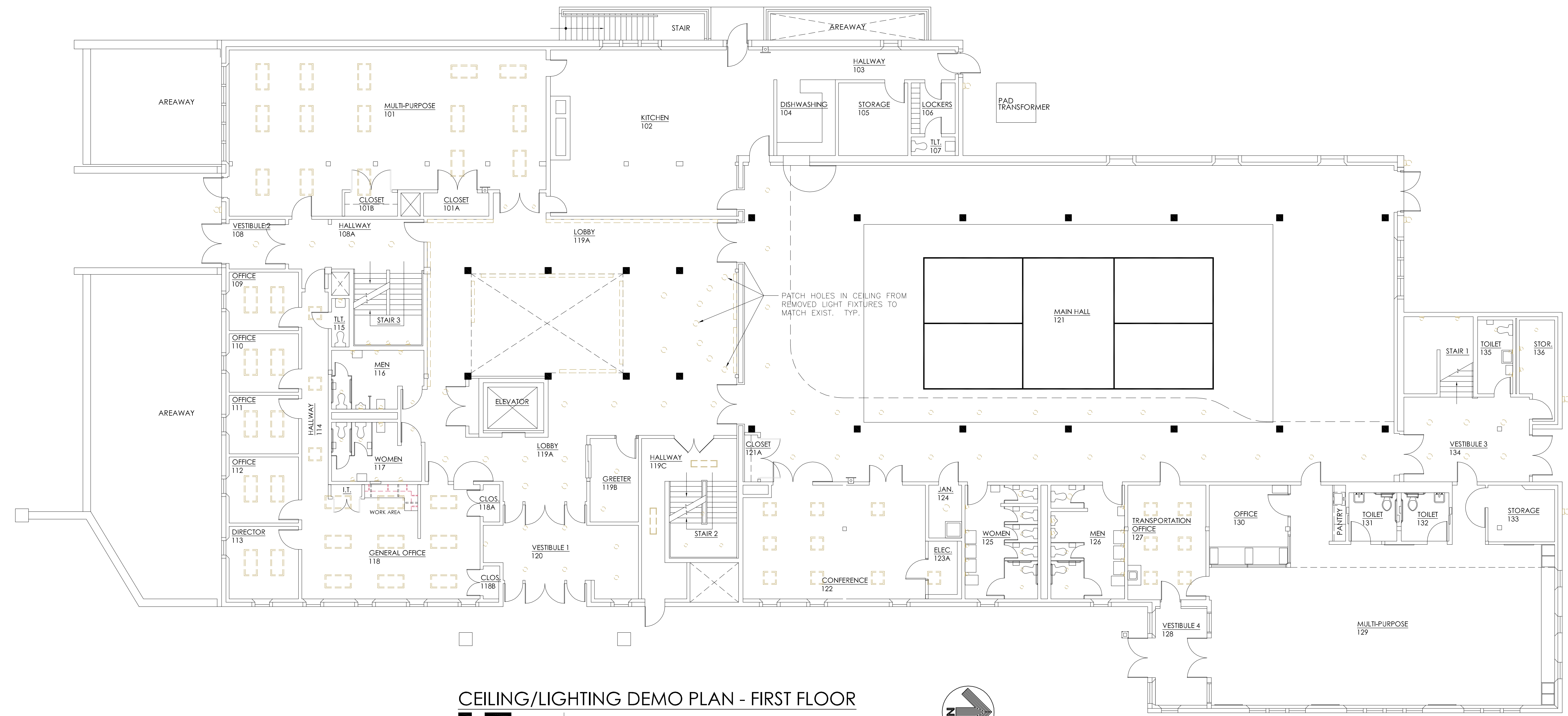
Drawing Title

Lower Level
 Ceiling/Lighting
 Demo Plan

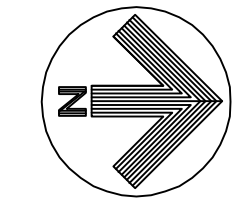
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Scale	AS INDICATED	
Job No.	19-012	

Revisions	
12/17/2019	ISSUED
1/16/2020	ISSUED
4/16/2020	ISSUED
9/9/2020	ISSUED
11/5/2020	REVISED AND REISSUED
12/4/2020	ISSUED FOR BID

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 info@snyderarchitects.com



CEILING/LIGHTING DEMO PLAN - FIRST FLOOR



- CEILING/LIGHTING DEMO LEGEND:**
- WALL SCONCE LIGHT FIXTURE TO BE REMOVED
 - RECESSED LIGHT FIXTURE TO BE REMOVED
 - 2x2 LIGHT FIXTURE TO BE REMOVED
 - 2x4 LIGHT FIXTURE TO BE REMOVED

Project

TOWN OF STRATFORD
 2725 Main Street
 Stratford, CT 06614

Renovations to:
The Baldwin Center
 1000 West Broad Street
 Stratford, CT

Drawing Title

First Floor
 Ceiling/Lighting
 Demo Plan

Issued	12/4/2020	Drawing No. D-202
Scale	AS INDICATED	
Job No.	19-012	

Revisions	
12/17/2019	ISSUED
1/16/2020	ISSUED
4/16/2020	ISSUED
9/9/2020	ISSUED
11/5/2020	REVISED AND REISSUED
12/4/2020	ISSUED FOR BID

SNYDER ARCHITECTS, LLC
 Architecture . Planning . Construction Management
 Trumbull, CT 203-243-3346
 info@snyderarchitects.com

Project

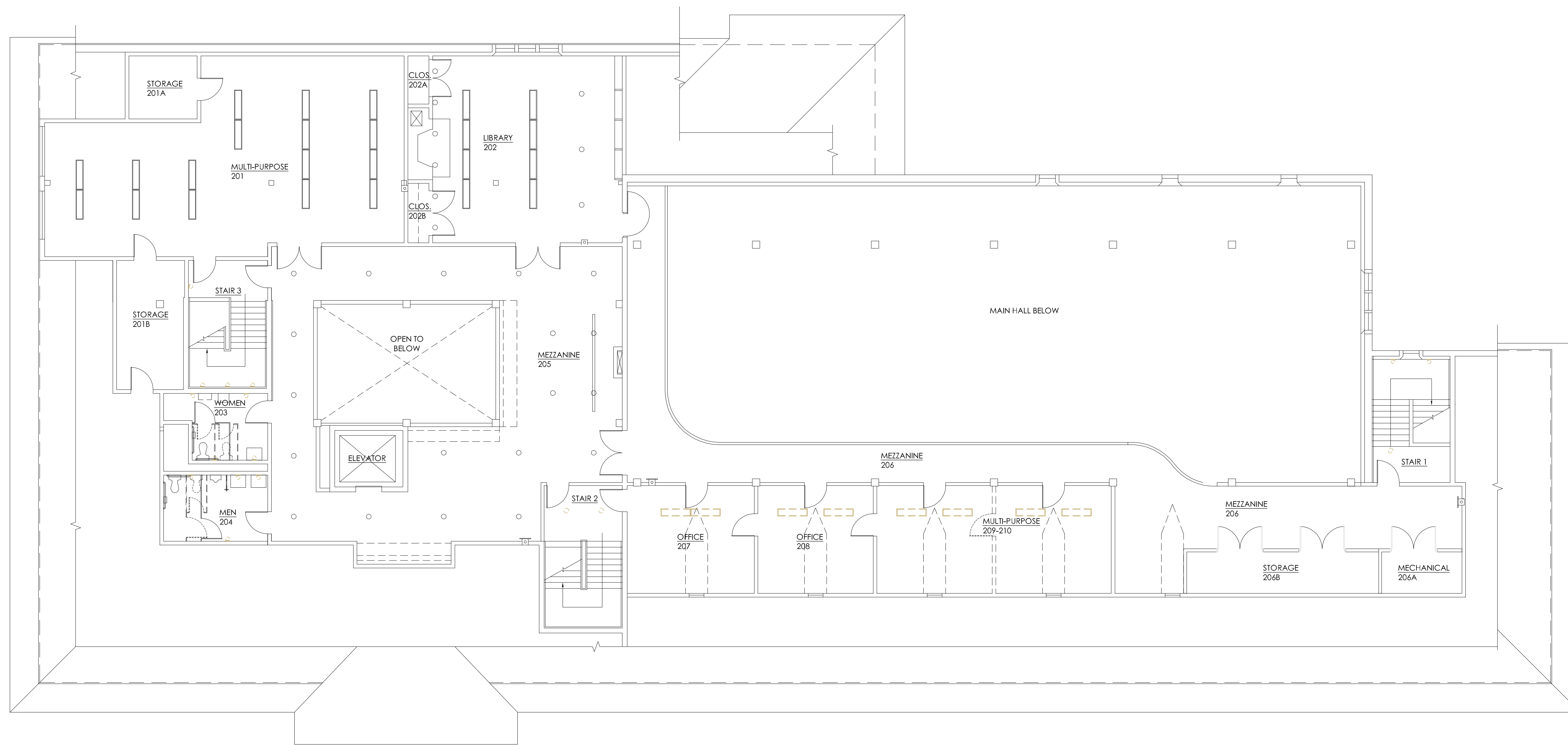
TOWN OF STRATFORD
 2725 Main Street
 Stratford, CT 06614

Renovations to:
The Baldwin Center
 1000 West Broad Street
 Stratford, CT

Drawing Title

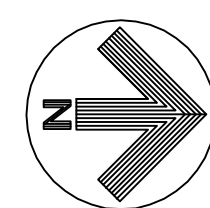
Second Floor
 Ceiling/Lighting
 Demo Plan





Issued	12/4/2020	Drawing No. D-203
Scale	AS INDICATED	
Job No.	19-012	

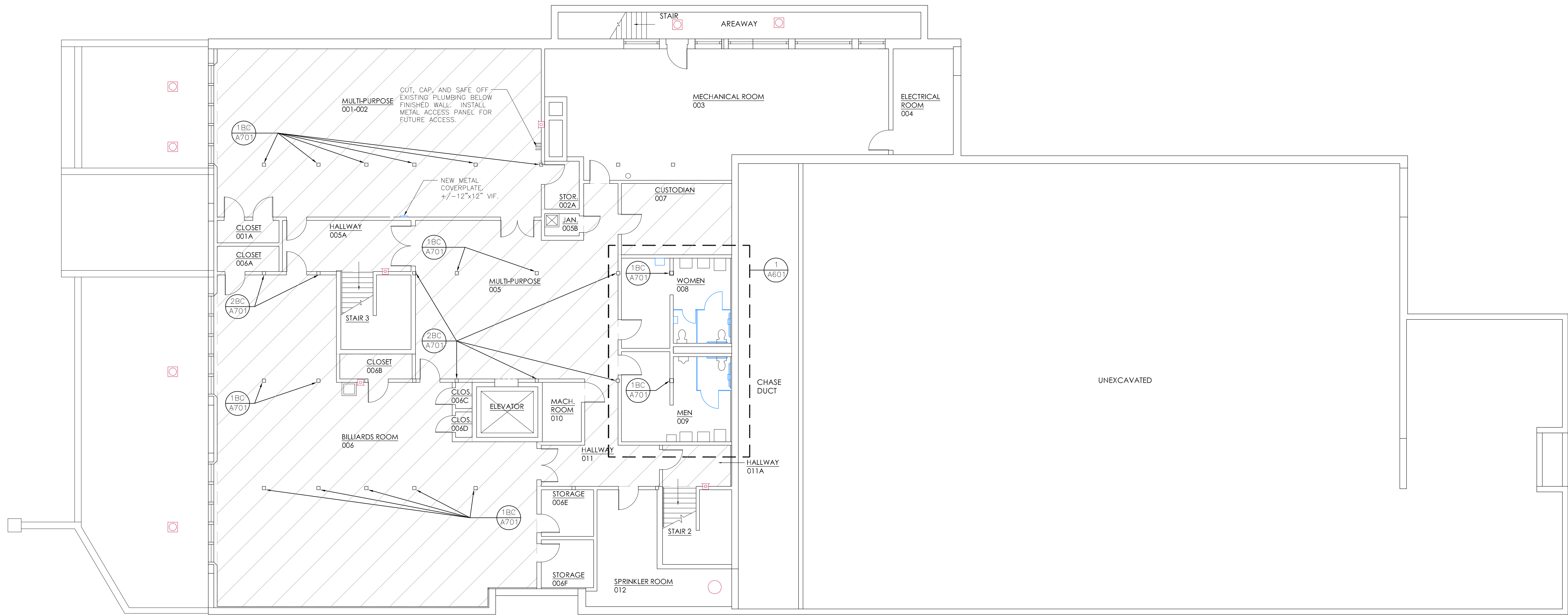


CEILING/LIGHTING DEMO PLAN - SECOND FLOOR

0 2 4 8 16



- CEILING/LIGHTING DEMO LEGEND:**
-  WALL SCONCE LIGHT FIXTURE TO BE REMOVED
 -  RECESSED LIGHT FIXTURE TO BE REMOVED
 -  2x2 LIGHT FIXTURE TO BE REMOVED
 -  2x4 LIGHT FIXTURE TO BE REMOVED



FLOOR PLAN - LOWER LEVEL

- LEGEND:**
- NEW FULL HEIGHT PART" N - 3/8" GYP. BD. EACH SIDE OF 3 3/8", 20GA, METAL STUDS.
 - NEW LOW PART" N - 3/8" GYP. BD. EACH SIDE OF 3 3/8", 20GA, METAL STUDS. 48" HIGH WITH 3/4"x6 PTD. CAP.
 - HATCHED AREA DENOTES AREA TO RECEIVE NEW 1/4" FLOORING UNDERLAYMENT PER FLOORING MANUFACTURE RECOMMENDATIONS.
 - HATCHED AREA DENOTES AREA TO BE SHOT-BLASTED. CLEAN AND WATER VAPOR EMISSION CONTROL SYSTEM INSTALLED.
- GENERAL NOTES:**
- G.C. SHALL INCLUDE 5000sf ALLOWANCE OF SELF-LEVELING UNDERLAYMENT (1/4" THICKNESS) IN BASEBID TO BE USED AS APPROVED BY ARCHITECT. UNUSED PORTION SHALL BE CREDITED BACK TO OWNER PER UNIT PRICING.

FLOORING TRANSITIONS

PROVIDE SCHLUTER BRUSHED NICKEL TRANSITIONS AT ALL MATERIAL AND COLOR CHANGES. SEE TRANSITION TYPES BELOW.

Schluter® VINPRO-U		Item No.	
H = mm - in.	Brushed chrome anodized aluminum	Brushed nickel anodized aluminum	Brushed antique bronze anodized aluminum
3 - 1/8" (ACGB)	VPU30 ACGB	(ATGB)	(ABGB)
4 - 5/16" (VPU40 ACGB)	VPU40 ACGB	VPU40 ATGB	VPU40 ABGB
5 - 3/8" (VPU50 ACGB)	VPU50 ACGB	VPU50 ATGB	VPU50 ABGB
6 - 1/2" (VPU60 ACGB)	VPU60 ACGB	VPU60 ATGB	VPU60 ABGB

Length supplied: 2' x 12" - 2.5 m

Diagram Values

H = mm - in.	B = mm - in.
3 - 1/8" (0.5)	3 - 1/8" (0.5)
4 - 5/16" (0.5)	4 - 5/16" (0.5)
5 - 3/8" (1.5)	5 - 3/8" (1.5)
6 - 1/2" (1.5)	6 - 1/2" (1.5)

Schluter® VINPRO-S		Item No.	
H = mm - in.	Brushed chrome anodized aluminum	Brushed nickel anodized aluminum	Brushed antique bronze anodized aluminum
3 - 5/8" (VCS3 ACGB)	VPS30 ACGB	(ATGB)	(ABGB)
4 - 6/16" (VCS4 ACGB)	VPS40 ACGB	VPS40 ATGB	VPS40 ABGB
5 - 7/16" (VCS5 ACGB)	VPS50 ACGB	VPS50 ATGB	VPS50 ABGB
6 - 1/2" (VCS6 ACGB)	VPS60 ACGB	VPS60 ATGB	VPS60 ABGB

Length supplied: 2' x 12" - 2.5 m

Schluter® VINPRO-T		Item No.	
H = mm - in.	Brushed chrome anodized aluminum	Brushed nickel anodized aluminum	Brushed antique bronze anodized aluminum
1/4" (1/4") (VCS1/4 ACGB)	VPS1/4 ACGB	(ATGB)	(ABGB)
1/4" (1/4") (VCS1/4 ACGB)	VPS1/4 ACGB	VPS1/4 ATGB	VPS1/4 ABGB

Length supplied: 2' x 12" - 2.5 m

Revisions

12/17/2019	ISSUED
1/16/2020	ISSUED
4/16/2020	ISSUED
9/9/2020	ISSUED
11/5/2020	REVISED AND REISSUED
12/4/2020	ISSUED FOR BID

SNYDER ARCHITECTS, LLC
 Architecture . Planning . Construction Management
 Trumbull, CT 203-243-3346
 info@snyderarchitects.com

Project

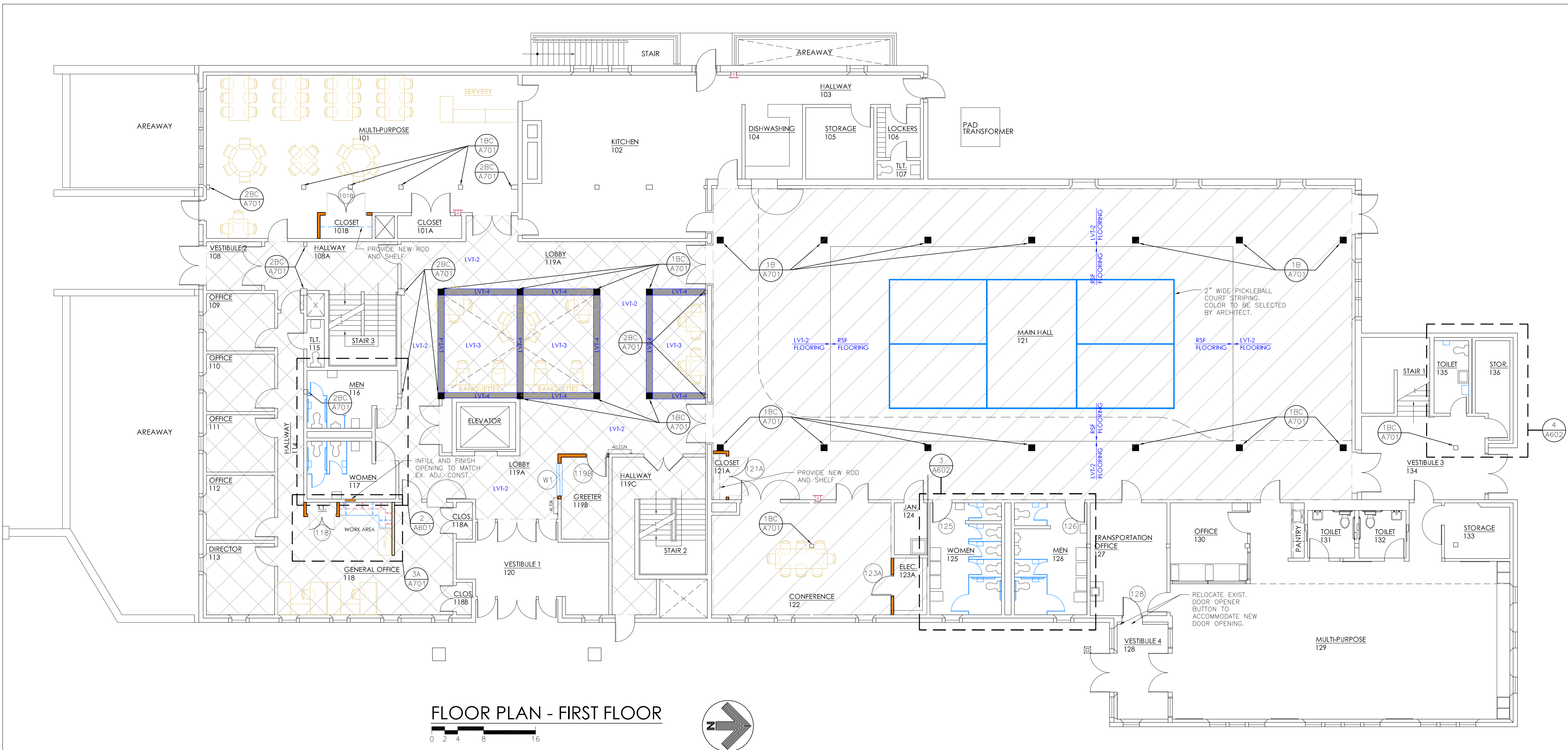
TOWN OF STRATFORD
 2725 Main Street
 Stratford, CT 06614

Renovations to:
The Baldwin Center
 1000 West Broad Street
 Stratford, CT

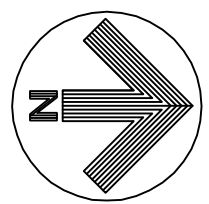
Drawing Title

Floor Plan Lower Level

Issued	12/4/2020	Drawing No.	A-101
Scale	AS INDICATED		
Job No.	19-012		



FLOOR PLAN - FIRST FLOOR



LEGEND:

NEW FULL HEIGHT PART'N - 3/8" GYP. BD. EACH SIDE OF 3 3/8", 20GA, METAL STUDS.

NEW LOW PART'N - 3/8" GYP. BD. EACH SIDE OF 3 3/8", 20GA, METAL STUDS. 48" HIGH WITH 2"x6 PTD. CAP.

HATCHED AREA DENOTES AREA TO RECEIVE NEW 1/4" FLOORING UNDERLAYMENT PER FLOORING MANUFACTURE RECOMMENDATIONS.

HATCHED AREA DENOTES AREA TO BE SHOT-BLASTED CLEAN AND WATER VAPOR EMISSION CONTROL SYSTEM INSTALLED.

GENERAL NOTES:

- G.C. SHALL INCLUDE 5000sf ALLOWANCE OF SELF-LEVELING UNDERLAYMENT (1/4" THICKNESS) IN BASEFID TO BE USED AS APPROVED BY ARCHITECT. UNUSED PORTION SHALL BE CREDITED BACK TO OWNER PER UNIT PRICING.

FLOORING TRANSITIONS

PROVIDE SCHLUTER BRUSHED NICKEL TRANSITIONS AT ALL MATERIAL AND COLOR CHANGES. SEE TRANSITION TYPES BELOW.

Schluter® WINPRO-U			
H = 2000 - 24	Brushed chrome anodized aluminum	Brushed nickel anodized aluminum	Brushed antique bronze anodized aluminum
3 - 1/8" (A70B)	VPL 30 A70B	VPL 30 A70B	VPL 30 A70B
1 - 1/2" (A70C)	VPL 60 A70B	VPL 60 A70B	VPL 60 A70B
2 - 1/4" (A70D)	VPL 90 A70B	VPL 90 A70B	VPL 90 A70B
3 - 1/4" (A70E)	VPL 120 A70B	VPL 120 A70B	VPL 120 A70B

Diagram Values

H = mm - pos.	E = mm - pos.
3 - 1/8" = 9.5	3 - 1/8" = 9.5
1 - 1/2" = 38.1	1 - 1/2" = 38.1
2 - 1/4" = 57.1	2 - 1/4" = 57.1
3 - 1/4" = 82.5	3 - 1/4" = 82.5

Schluter® WINPRO-S			
H = 2000 - 24	Brushed chrome anodized aluminum	Brushed nickel anodized aluminum	Brushed antique bronze anodized aluminum
3 - 1/8" (A70B)	VPL 30 A70B	VPL 30 A70B	VPL 30 A70B
1 - 1/2" (A70C)	VPL 60 A70B	VPL 60 A70B	VPL 60 A70B
2 - 1/4" (A70D)	VPL 90 A70B	VPL 90 A70B	VPL 90 A70B
3 - 1/4" (A70E)	VPL 120 A70B	VPL 120 A70B	VPL 120 A70B

Schluter® WINPRO-T			
H = 2000 - 24	Brushed chrome anodized aluminum	Brushed nickel anodized aluminum	Brushed antique bronze anodized aluminum
1/4" (A70B)	VPT 1/4 A70B	VPT 1/4 A70B	VPT 1/4 A70B
1/2" (A70C)	VPT 1/2 A70B	VPT 1/2 A70B	VPT 1/2 A70B

Revisions

12/17/2019	ISSUED
1/16/2020	ISSUED
4/16/2020	ISSUED
9/9/2020	ISSUED
11/5/2020	REVISED AND REISSUED
12/4/2020	ISSUED FOR BID

SNYDER ARCHITECTS, LLC
 Architecture - Planning - Construction Management
 Trumbull, CT 203-243-3346
 info@snyderarchitects.com

Project

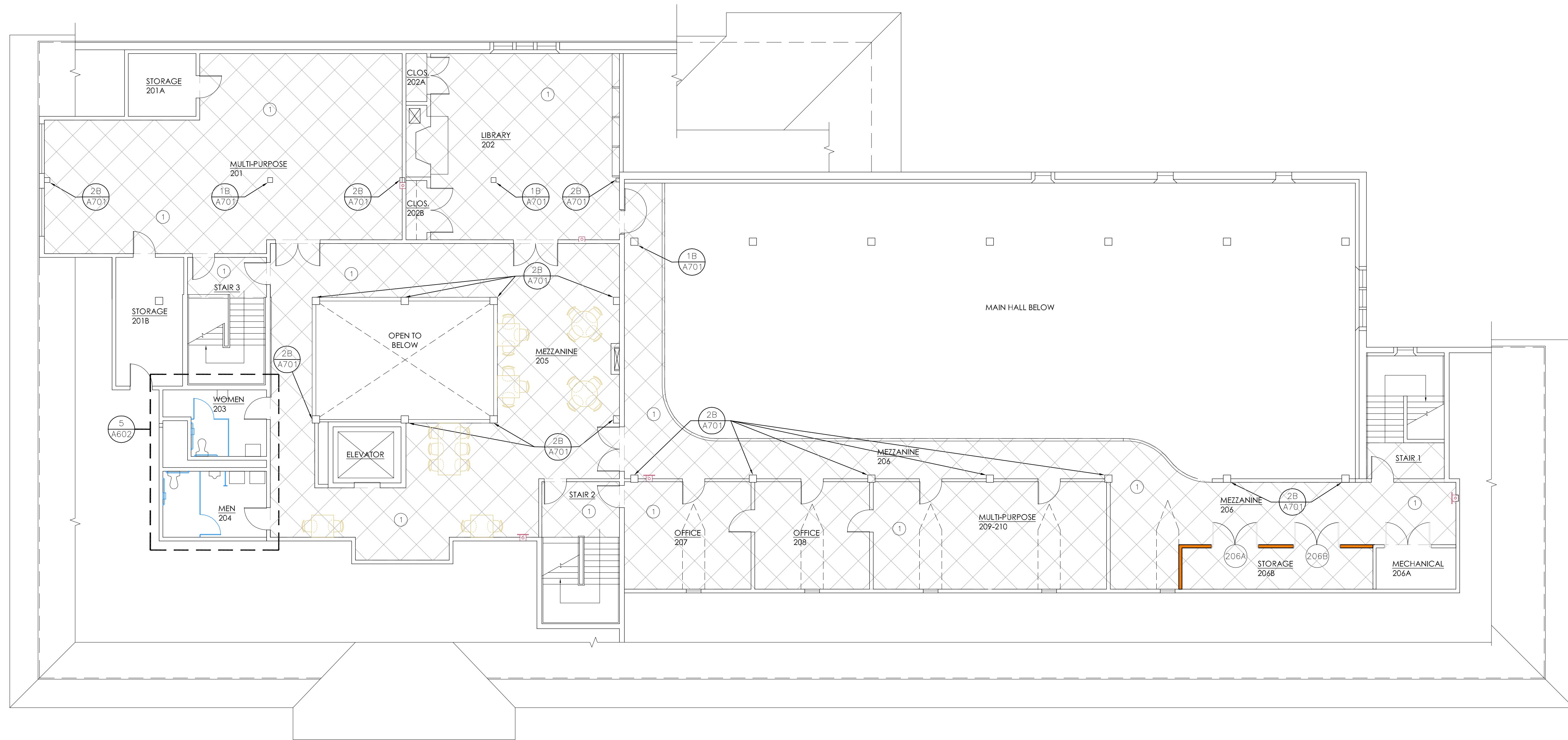


Renovations to:
The Baldwin Center
 1000 West Broad Street
 Stratford, CT

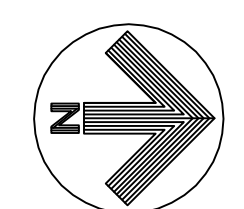
Drawing Title

Floor Plan
 First Floor

Issued	12/4/2020	Drawing No.	A-102
Scale	AS INDICATED	Job No.	
Job No.	19-012		



FLOOR PLAN - SECOND FLOOR



LEGEND:

- NEW FULL HEIGHT PART'N - 3/8" GYP. BD. EACH SIDE OF 3 3/8", 20GA, METAL STUDS.
- NEW LOW PART'N - 3/8" GYP. BD. EACH SIDE OF 3 3/8", 20GA, METAL STUDS. 48" HIGH WITH 3/4"x6 PTD. CAP.
- HATCHED AREA DENOTES AREA TO RECEIVE NEW 1/4" FLOORING UNDERLAYMENT PER FLOORING MANUFACTURE RECOMMENDATIONS.
- HATCHED AREA DENOTES AREA TO BE SHOT-BLASTED CLEAN AND WATER VAPOR EMISSION CONTROL SYSTEM INSTALLED.

GENERAL NOTES:

1. G.C. SHALL INCLUDE 5000sf ALLOWANCE OF SELF-LEVELING UNDERLAYMENT (1/4" THICKNESS) IN BASEBID TO BE USED AS APPROVED BY ARCHITECT. UNUSED PORTION SHALL BE CREDITED BACK TO OWNER PER UNIT PRICING.

FLOORING TRANSITIONS

PROVIDE SCHLUTER BRUSHED NICKEL TRANSITIONS AT ALL MATERIAL AND COLOR CHANGES. SEE TRANSITION TYPES BELOW.

Schluter® VINPRO-U			
H = 200 - 1/8"	Brushed chrome anodized aluminum (ACGB)	Brushed nickel anodized aluminum (ATGB)	Brushed antique bronze anodized aluminum (ABGB)
3 - 3/8"	VPU 30 ACGB	VPU 30 ATGB	VPU 30 ABGB
4 - 25/32"	VPU 40 ACGB	VPU 40 ATGB	VPU 40 ABGB
5 - 21/16"	VPU 50 ACGB	VPU 50 ATGB	VPU 50 ABGB
6 - 5/8"	VPU 60 ACGB	VPU 60 ATGB	VPU 60 ABGB
Length supplied: @ 2'-10" - 25.0'			
Diagram Values			
H = mm - .00	E = mm - .00		
3 - 76	3 - 76		
4 - 63	5 - 76		
5 - 54	11.6 - 295.7		
6 - 15	13 - 330.2		

Schluter® VINPRO-S			
H = 200 - 1/8"	Brushed chrome anodized aluminum (ACGB)	Brushed nickel anodized aluminum (ATGB)	Brushed antique bronze anodized aluminum (ABGB)
3 - 3/8"	VPS 30 ACGB	VPS 30 ATGB	VPS 30 ABGB
4 - 25/32"	VPS 40 ACGB	VPS 40 ATGB	VPS 40 ABGB
5 - 21/16"	VPS 50 ACGB	VPS 50 ATGB	VPS 50 ABGB
6 - 5/8"	VPS 60 ACGB	VPS 60 ATGB	VPS 60 ABGB
Length supplied: @ 2'-10" - 25.0'			

Schluter® VINPRO-T			
H = 200 - 1/8"	Brushed chrome anodized aluminum (ACGB)	Brushed nickel anodized aluminum (ATGB)	Brushed antique bronze anodized aluminum (ABGB)
14 - 11/16"	VPT 14 ACGB	VPT 14 ATGB	VPT 14 ABGB
Length supplied: @ 2'-10" - 25.0'			

Revisions

12/17/2019	ISSUED
1/16/2020	ISSUED
4/16/2020	ISSUED
9/9/2020	ISSUED
11/5/2020	REVISED AND REISSUED
12/4/2020	ISSUED FOR BID

SNYDER ARCHITECTS, LLC
 Architecture . Planning . Construction Management
 Trumbull, CT 203-243-3346
 info@snyderarchitects.com

Project

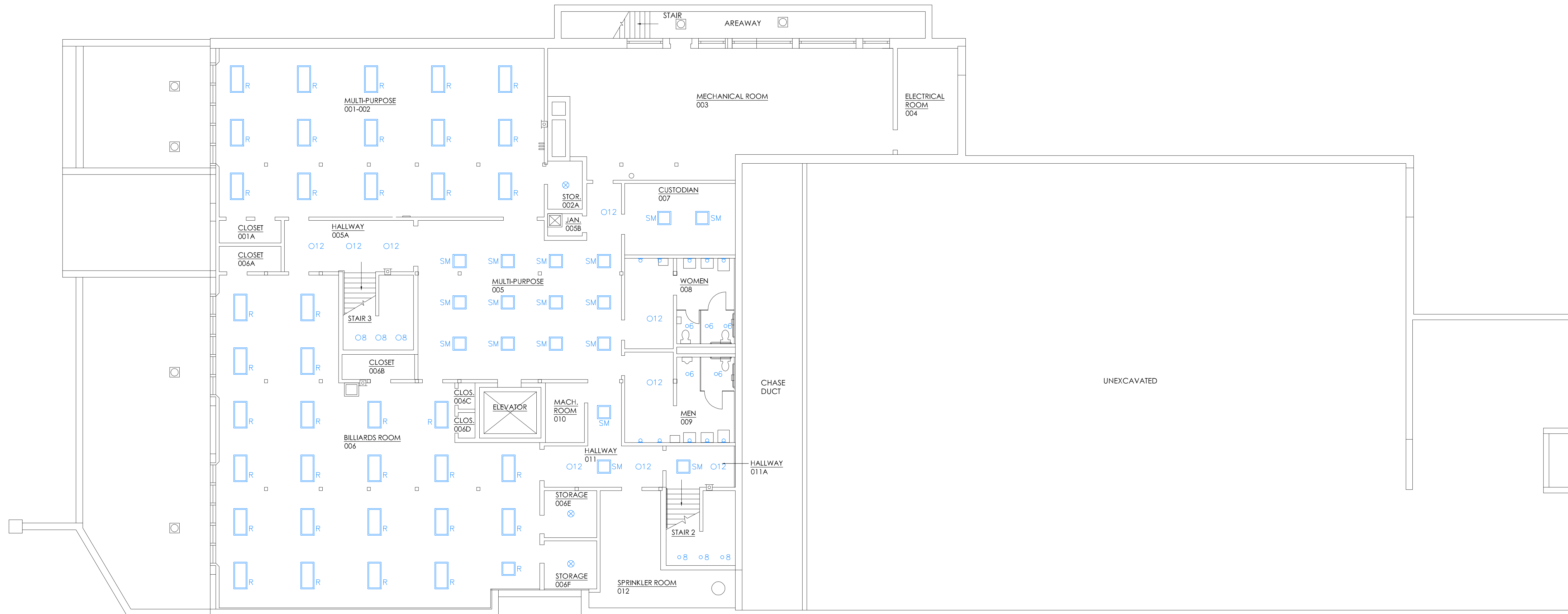
TOWN OF STRATFORD
 2725 Main Street
 Stratford, CT 06614

Renovations to:
The Baldwin Center
 1000 West Broad Street
 Stratford, CT

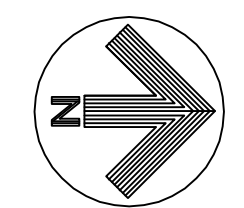
Drawing Title

**Floor Plan
 Second Floor**

Issued	12/4/2020	Drawing No.	A-103
Scale	AS INDICATED	Job No.	
Job No.	19-012		



CEILING/LIGHTING PLAN - LOWER LEVEL



CEILING/LIGHTING DEMO LEGEND:

- ▽ CANTERBURY 1—LIGHT BATH SCONCE — BRIGHT SATIN NICKEL. — PROVIDE E26 DIMMABLE, 3000K BULB. TYP.
- ▽EXT BASELITE CORP. WALL SCONCE LIGHT FIXTURE EUES2-41.5-LED25W-35K-LDM0-10
- 6 6" LED DOWNLIGHT — HALO — HLB6 — 3000K
- 8 8" LED DOWNLIGHT — HALO — HLB8 — 3000K SELECTABLE TO 2400 LUMENS
- 12 12" LED DOWNLIGHT — HALO — HLB12 — 3000K SELECTABLE TO 2400 LUMENS
- ▭SM 1x4 SURFACE MOUNT LED CPANL 1x4 24/33/44LM 35K — 1x4SMKSH SURFACE MOUNT KIT SELECTABLE TO 4400 LUMENS
- ▭SM 2x4 SURFACE MOUNT LED CPANL 2x4 40/50/60LM 35K — 2x4SMKSH SURFACE MOUNT KIT SELECTABLE TO 6000 LUMENS
- ▭SM 2x2 SURFACE MOUNT LED CPANL 2x2 24/33/44LM 35K — 2x2SMKSH SURFACE MOUNT KIT SELECTABLE TO 4400 LUMENS
- ▭R 2x4 RECESSED LED CPANL 2x4 40/50/60LM 35K — DGA24 DRYWALL GRID ADAPTER SELECTABLE TO 6000 LUMENS

Revisions	
12/17/2019	ISSUED
1/16/2020	ISSUED
4/16/2020	ISSUED
9/9/2020	ISSUED
11/5/2020	REVISED AND REISSUED
12/4/2020	ISSUED FOR BID

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 Trumbull, CT 203-243-3346
 info@snyderarchitects.com

Project

TOWN OF STRATFORD
 2725 Main Street
 Stratford, CT 06614

Renovations to:
The Baldwin Center
 1000 West Broad Street
 Stratford, CT

Drawing Title

**Lower Level
 Ceiling/Lighting Plan**

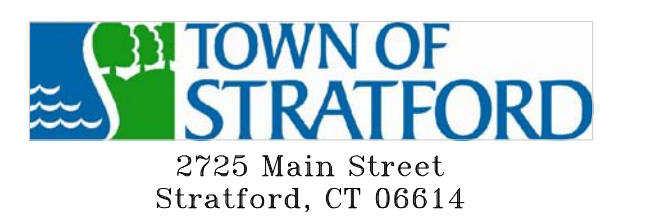
Issued	12/4/2020	Drawing No. A-201
Scale	AS INDICATED	
Job No.	19-012	

Revisions	
12/17/2019	ISSUED
1/16/2020	ISSUED
4/16/2020	ISSUED
9/9/2020	ISSUED
11/5/2020	REVISED AND REISSUED
12/4/2020	ISSUED FOR BID

SNYDER ARCHITECTS, LLC

Architecture - Planning - Construction Management
 Trumbull, CT 203-243-3346
 info@snyderarchitects.com

Project



Renovations to: The Baldwin Center

1000 West Broad Street
 Stratford, CT

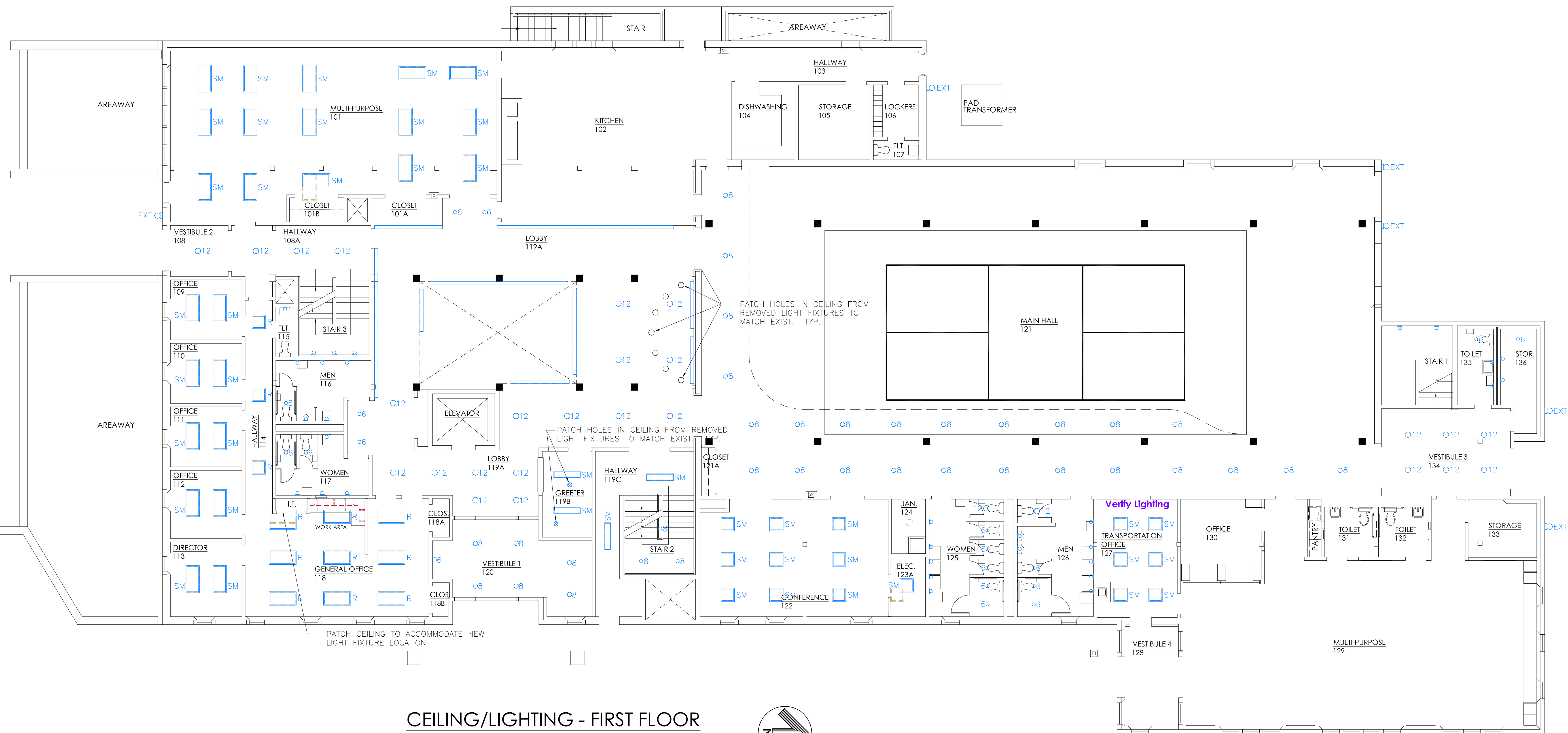
Drawing Title

First Floor Ceiling/Lighting Plan

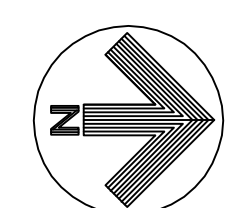
Issued 12/4/2020
 Scale AS INDICATED
 Job No. 19-012

Drawing No.

A-202



CEILING/LIGHTING - FIRST FLOOR



CEILING/LIGHTING DEMO LEGEND:

- CANTERBURY 1 - LIGHT BATH SCOURCE - BRIGHT SATIN NICKEL. PROVIDE E26 DIMMABLE, 3000K BULB. TYP.
- BASELITE CORP. WALL SCOURCE LIGHT FIXTURE EUES2-41.5-LED25W-35K-LDM0-10
- 6" LED DOWNLIGHT - HALO - HLB6 - 3000K
- 8" LED DOWNLIGHT - HALO - HLB8 - 3000K SELECTABLE TO 2400 LUMENS
- 12" LED DOWNLIGHT - HALO - HLB12 - 3000K SELECTABLE TO 2400 LUMENS
- 1x4 SURFACE MOUNT LED CPANL 1x4 24/33/44LM 35K - 1x4SMKSH SURFACE MOUNT KIT SELECTABLE TO 4400 LUMENS
- 2x4 SURFACE MOUNT LED CPANL 2x4 40/50/60LM 35K - 2x4SMKSH SURFACE MOUNT KIT SELECTABLE TO 6000 LUMENS
- 2x2 SURFACE MOUNT LED CPANL 2x2 24/33/44LM 35K - 2x2SMKSH SURFACE MOUNT KIT SELECTABLE TO 4400 LUMENS
- 2x4 RECESSED LED CPANL 2x4 40/50/60LM 35K - DGA24 DRYWALL GRID ADAPTER SELECTABLE TO 6000 LUMENS

Revisions	
12/17/2019	ISSUED
1/16/2020	ISSUED
4/16/2020	ISSUED
9/9/2020	ISSUED
11/5/2020	REVISED AND REISSUED
12/4/2020	ISSUED FOR BID

SNYDER ARCHITECTS, LLC

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 Trumbull, CT 203-243-3346
 info@snyderarchitects.com

Project



Renovations to:
The Baldwin Center

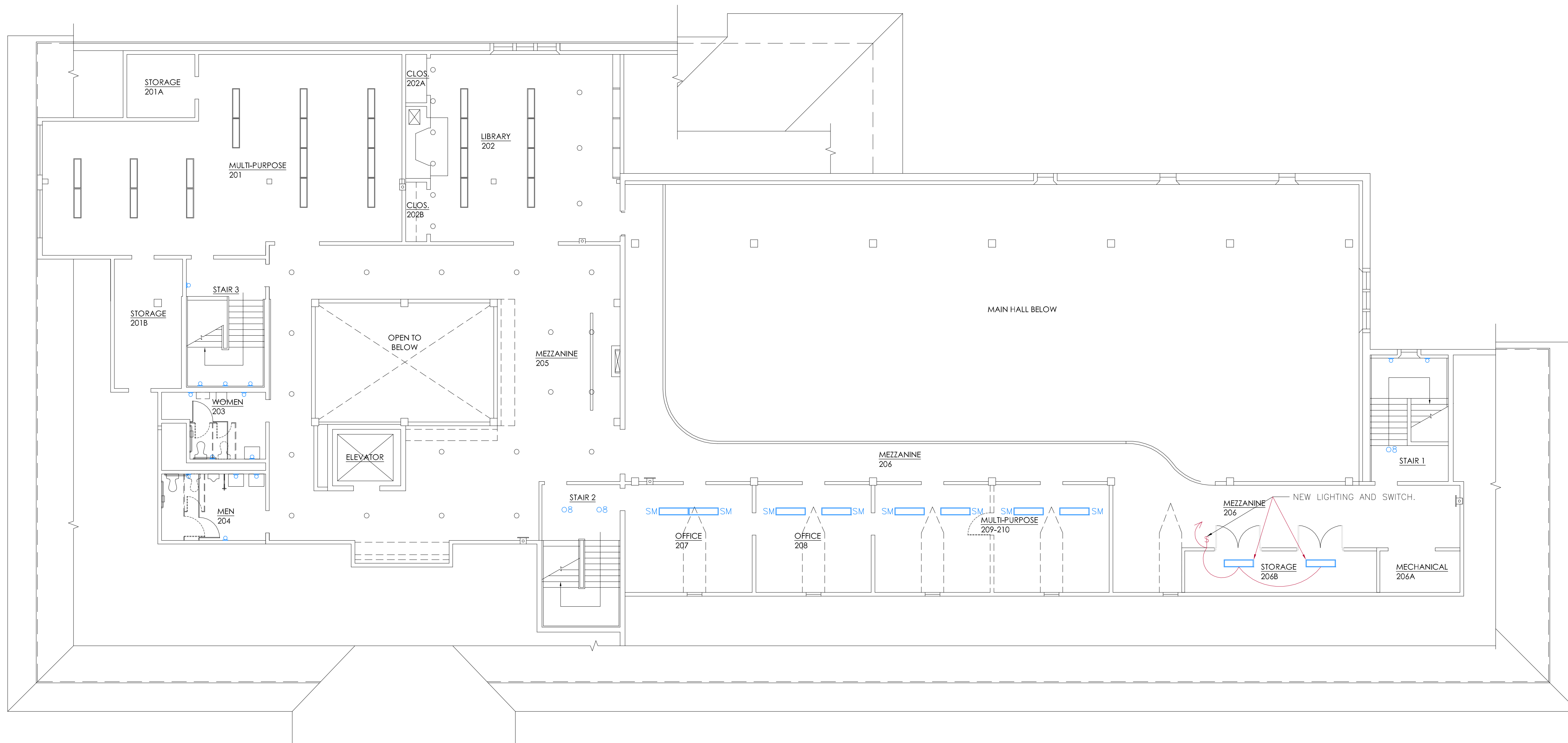
1000 West Broad Street
 Stratford, CT

Drawing Title

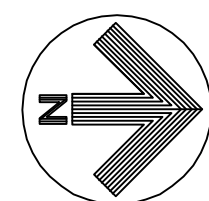
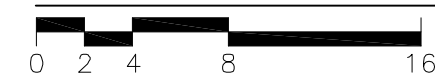
**Second Floor
 Ceiling/Lighting Plan**

Issued	12/4/2020
Scale	AS INDICATED
Job No.	19-012

Drawing No.
A-203

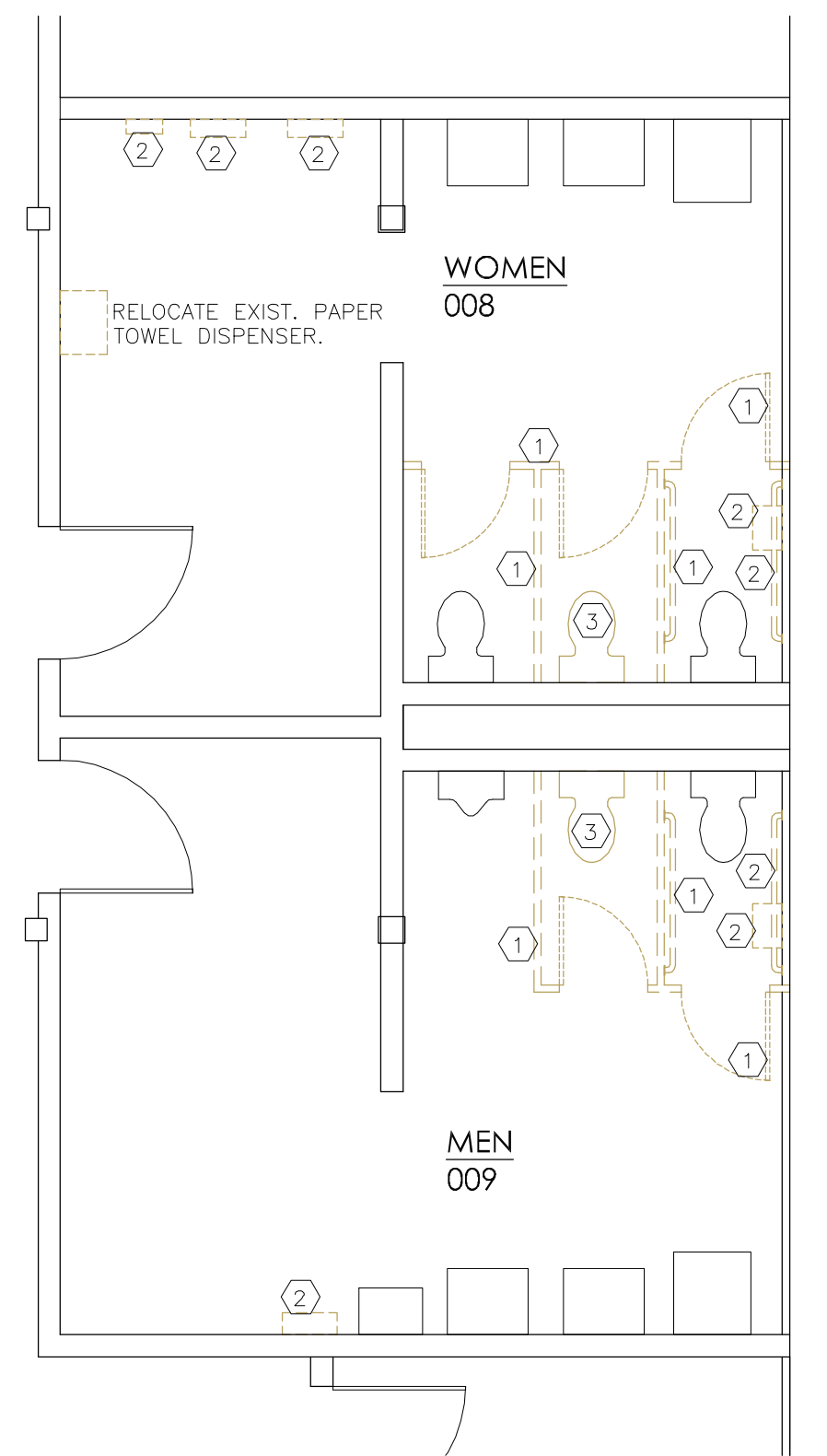


CEILING/LIGHTING - SECOND FLOOR

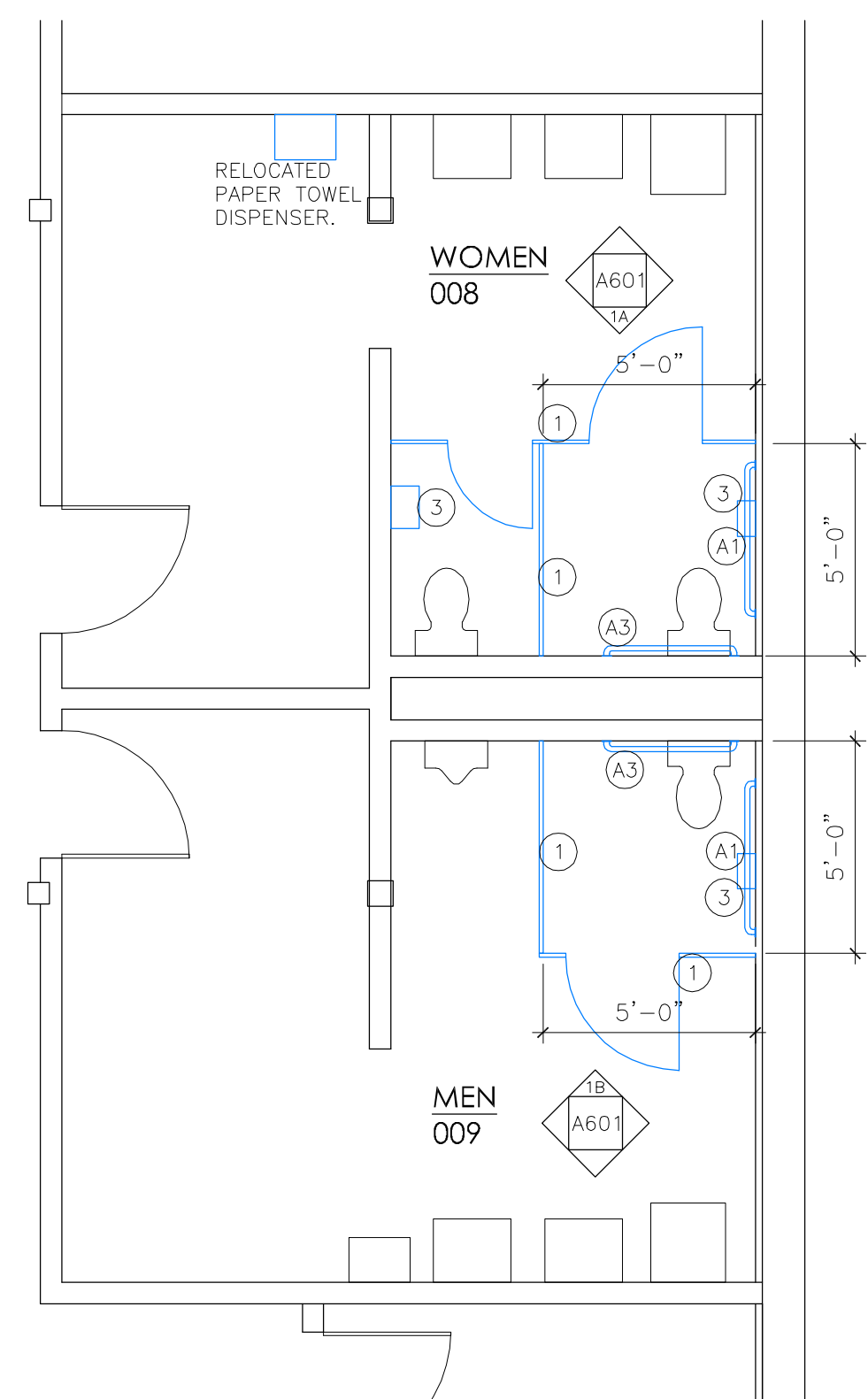


CEILING/LIGHTING DEMO LEGEND:

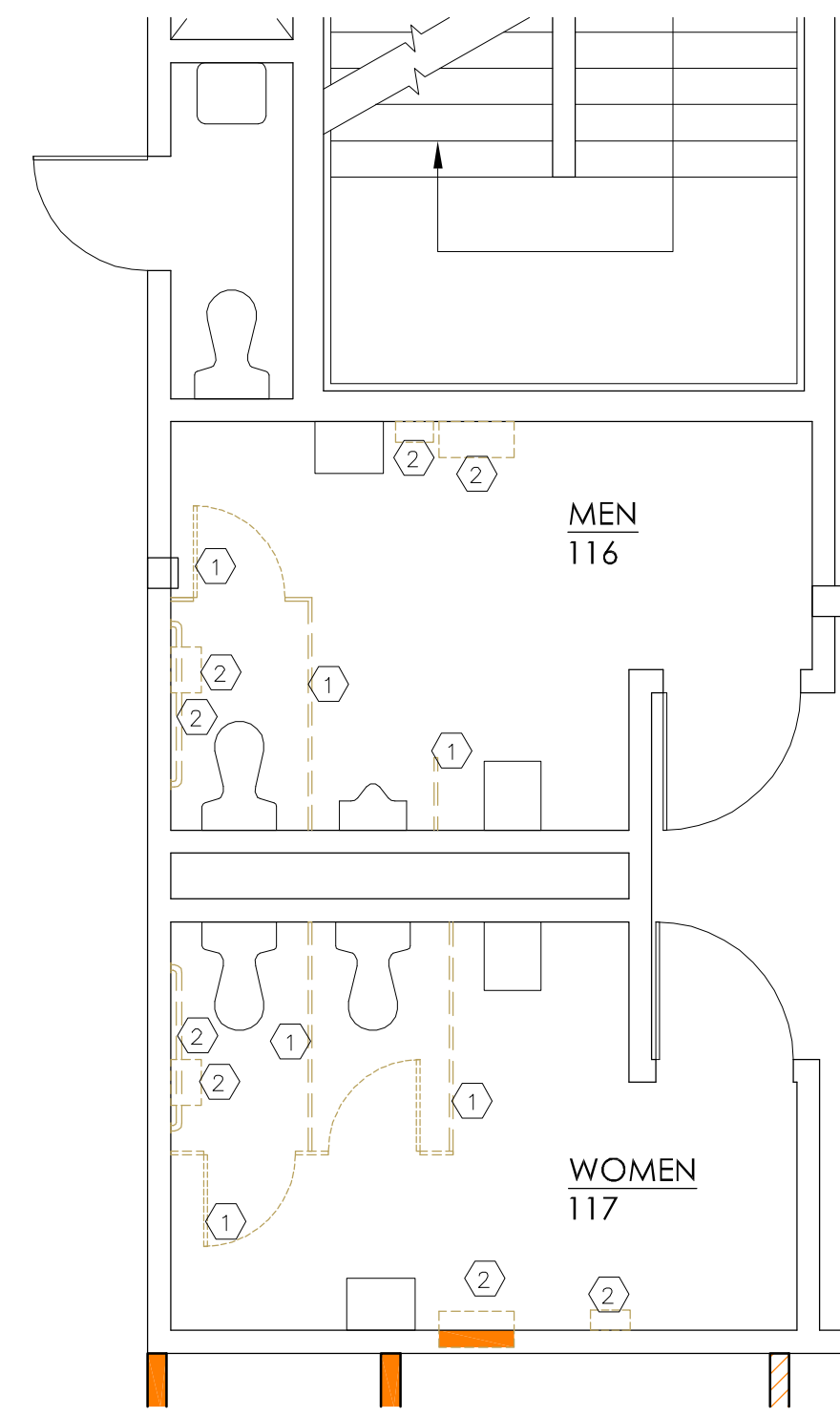
- ▽ CANTERBURY 1-LIGHT BATH SCONCE - BRIGHT SATIN NICKEL. PROVIDE E26 DIMMABLE, 3000K BULB. TYP.
- ▽ EXT BASELITE CORP. WALL SCONCE LIGHT FIXTURE EUES2-41.5-LED25W-35K-LDM0-10
- 6 6" LED DOWNLIGHT - HALO - HLB6 - 3000K
- 8 8" LED DOWNLIGHT - HALO - HLB8 - 3000K SELECTABLE TO 2400 LUMENS
- 12 12" LED DOWNLIGHT - HALO - HLB12 - 3000K SELECTABLE TO 2400 LUMENS
- SM 1x4 SURFACE MOUNT LED CPANL 1x4 24/33/44LM 35K - 1x4SMKSH SURFACE MOUNT KIT SELECTABLE TO 4400 LUMENS
- SM 2x4 SURFACE MOUNT LED CPANL 2x4 40/50/60LM 35K - 2x4SMKSH SURFACE MOUNT KIT SELECTABLE TO 6000 LUMENS
- SM 2x2 SURFACE MOUNT LED CPANL 2x2 24/33/44LM 35K - 2x2SMKSH SURFACE MOUNT KIT SELECTABLE TO 4400 LUMENS
- R 2x4 RECESSED LED CPANL 2x4 40/50/60LM 35K - DGA24 DRYWALL GRID ADAPTER SELECTABLE TO 6000 LUMENS



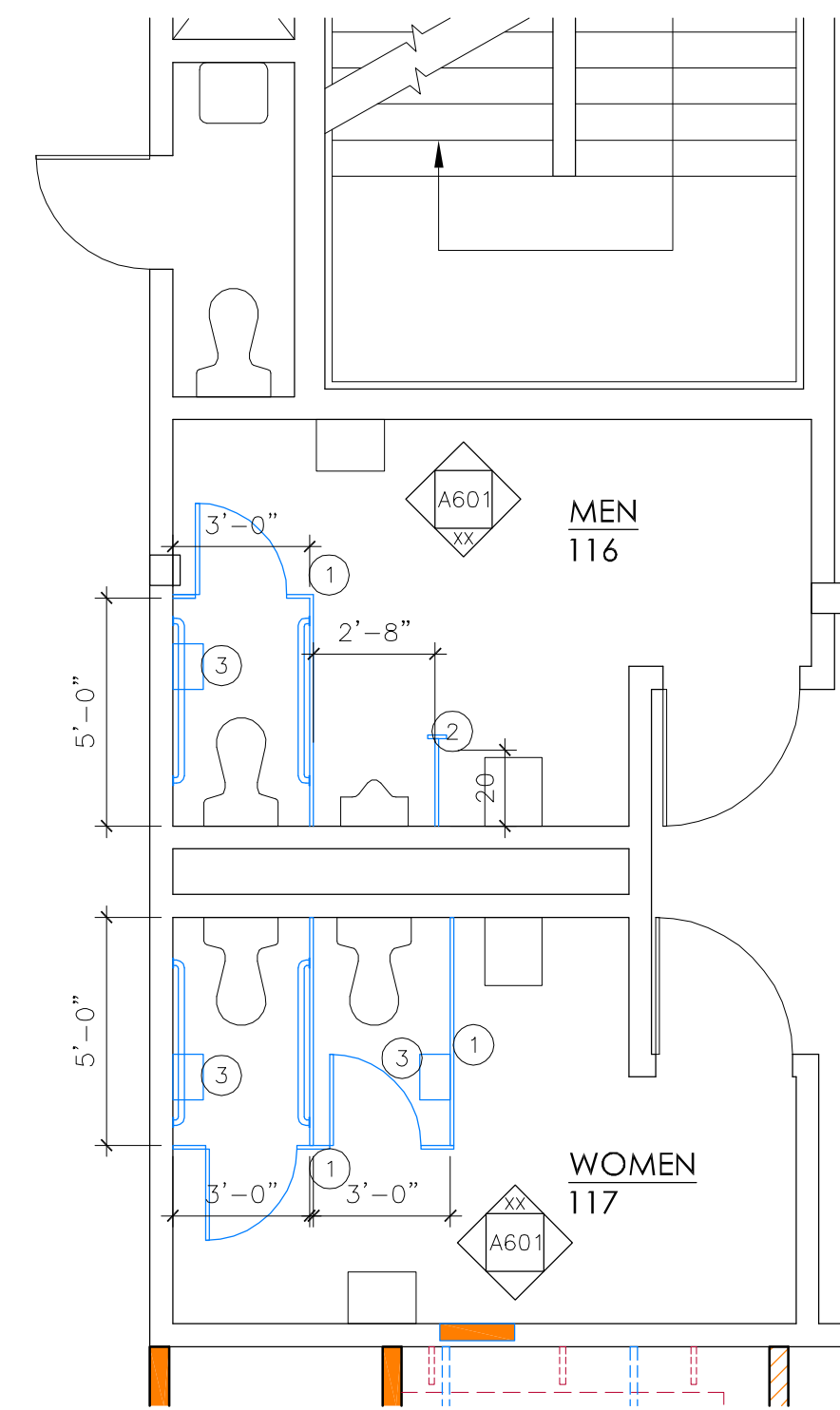
1 DEMOLITION FLOOR PLAN
0 1 2 4 8



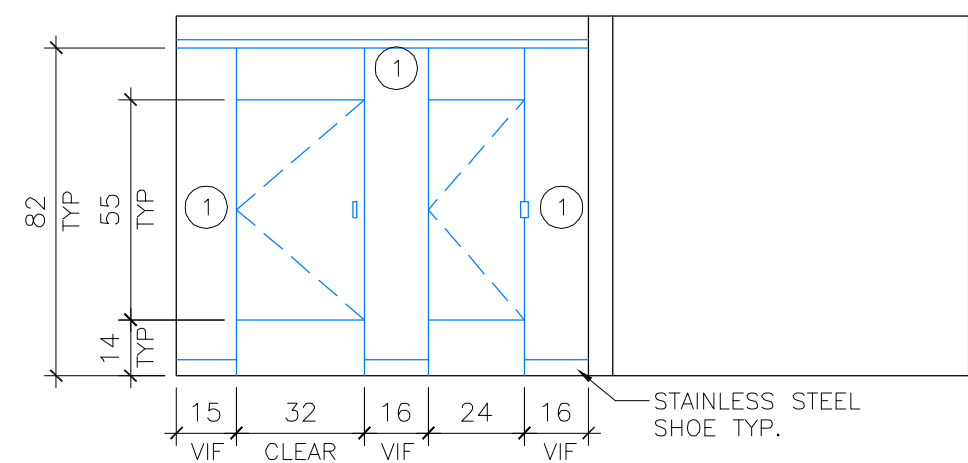
1 FLOOR PLAN
0 1 2 4 8



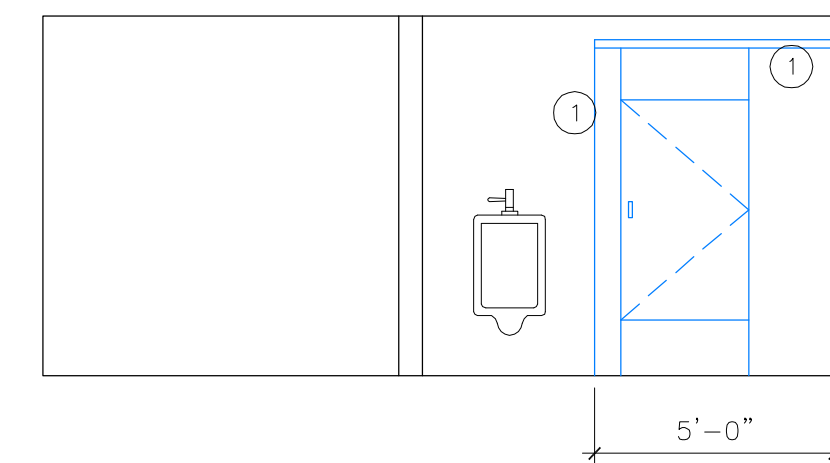
2 DEMOLITION FLOOR PLAN
0 1 2 4 8



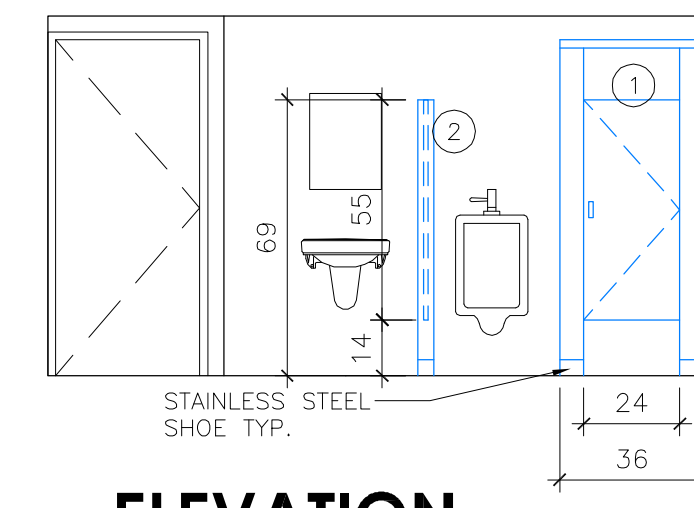
2 FLOOR PLAN
0 1 2 4 8



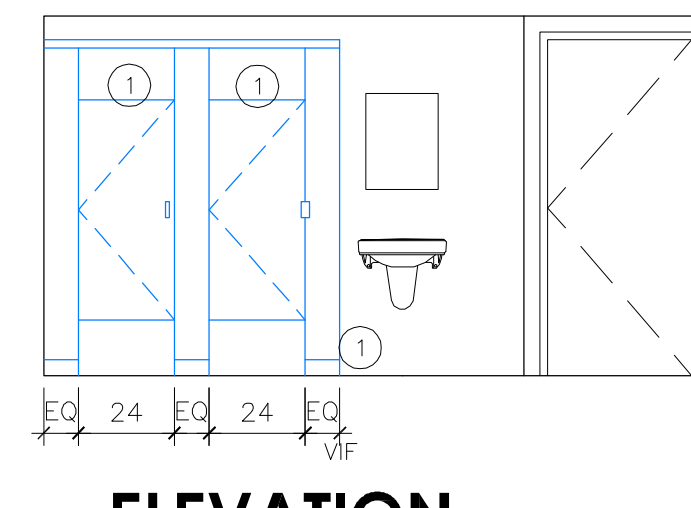
1A ELEVATION



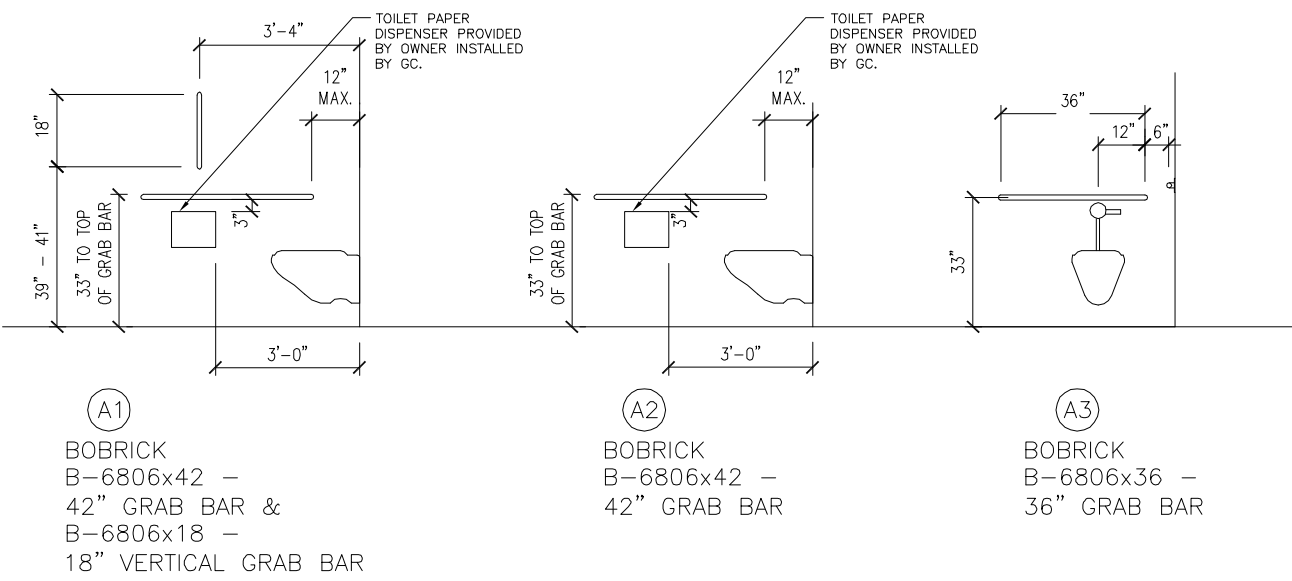
1B ELEVATION



2A ELEVATION



2B ELEVATION



TOILET ACCESSORIES, ELEVATIONS, & SCHEDULE
ACCESSORIES TO BE AS NOTED OR EQUAL

DEMO KEY NOTES:

- 1 REMOVE EXISTING TOILET PARTITIONS, DOORS, HARDWARE, ACCESSORIES, ETC ... REPAIR/FINISH ALL DISTURBED/DAMAGED SURFACES TO MATCH EXISTING ADJ. SURFACES.
- 2 REMOVE EXISTING BATHROOM ACCESSORIES. REPAIR/FINISH ALL DISTURBED/DAMAGED SURFACES TO MATCH EXISTING ADJ. SURFACES.
- 3 REMOVE EXISTING PLUMBING FIXTURE. CAP/SAFE EXISTING PLUMBING BELOW FINISHED SURFACE. REPAIR/FINISH ALL DISTURBED/DAMAGED SURFACES TO MATCH EXISTING ADJ. SURFACES.

KEY NOTES:

- 1 OVERHEAD-BRACED HIGH-DENSITY POLYETHYLENE (HDPE) TOILET PARTITIONS.
- 2 69" HIGH HIGH-DENSITY POLYETHYLENE (HDPE) URINAL PARTITION W/ VERTICAL BRACING ATTACHED TO FLOOR.
- 3 TOILET PAPER DISPENSER. PROVIDED BY OWNER INSTALLED BY G.C.

GENERAL NOTES:

- 1. CONTRACTOR SHALL PATCH ALL HOLES IN ALL BATHROOM WALLS. TOUCH UP PAINT ALL COLOR TO MATCH EXISTING TILE COLOR. TYP.
- 2. CONTRACTOR SHALL PREP AND PAINT ALL ACCESS PANELS IN ALL BATHROOMS. COLOR TO MATCH EXISTING TILE COLOR. TYP.
- 3. CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS AND PREPARE SHOP DRAWING SHOWING TOILET PARTITION DIMENSIONED LAYOUT FOR APPROVAL.

Revisions

12/17/2019	ISSUED
1/16/2020	ISSUED
4/16/2020	ISSUED
9/9/2020	ISSUED
11/5/2020	REVISED AND REISSUED
12/4/2020	ISSUED FOR BID

SNYDER ARCHITECTS, LLC
Architecture . Planning . Construction Management
Trumbull, CT 203-243-3346
info@snyderarchitects.com

Project

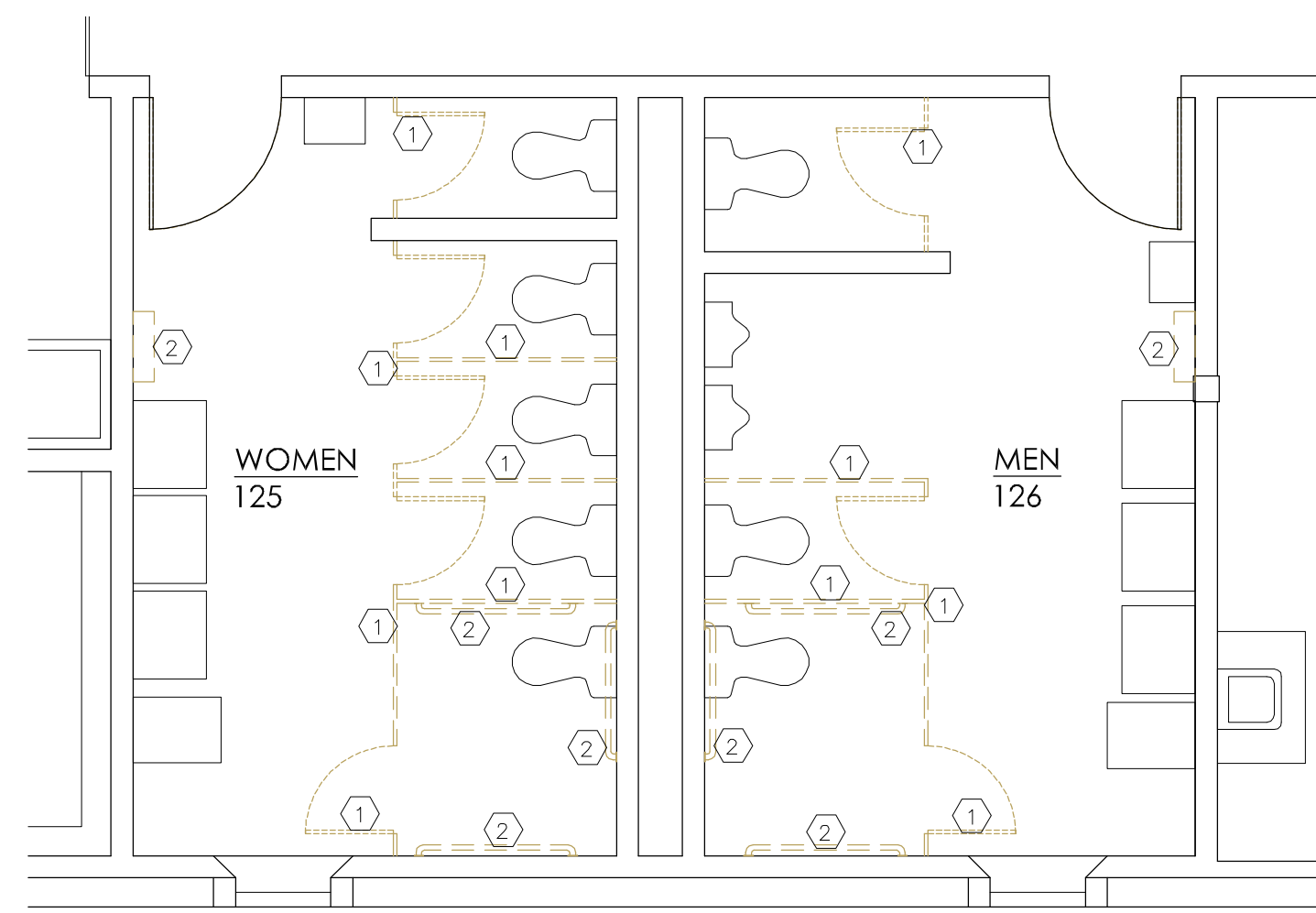
TOWN OF STRATFORD
2725 Main Street
Stratford, CT 06614

Renovations to:
The Baldwin Center
1000 West Broad Street
Stratford, CT

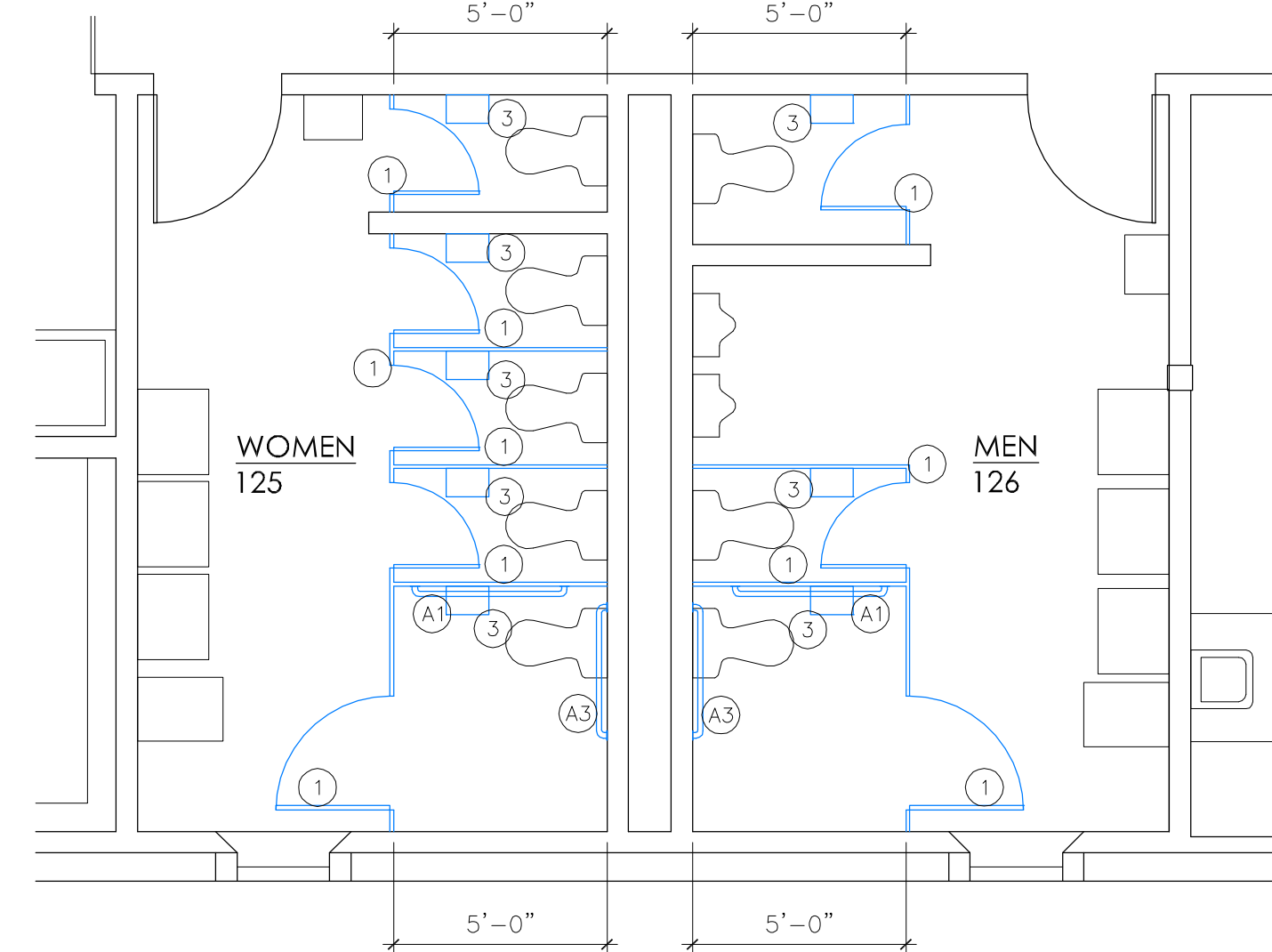
Drawing Title

Toilet Plans and Elevations

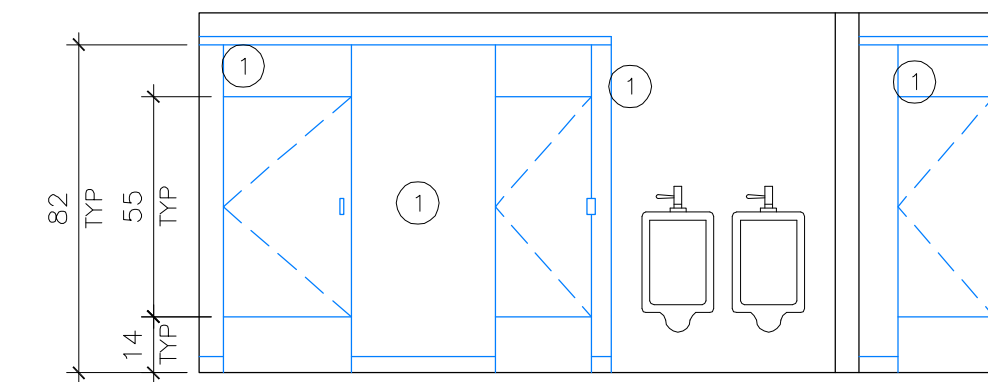
Issued	12/4/2020	Drawing No. A-601
Scale	AS INDICATED	
Job No.	19-012	



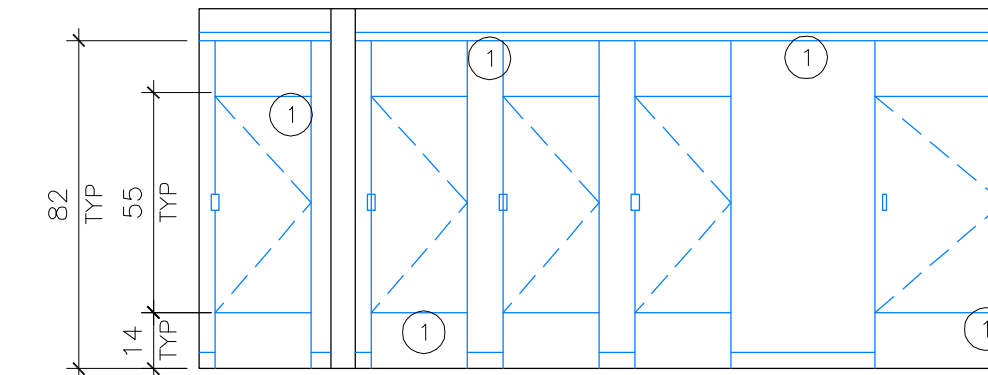
3 DEMOLITION FLOOR PLAN



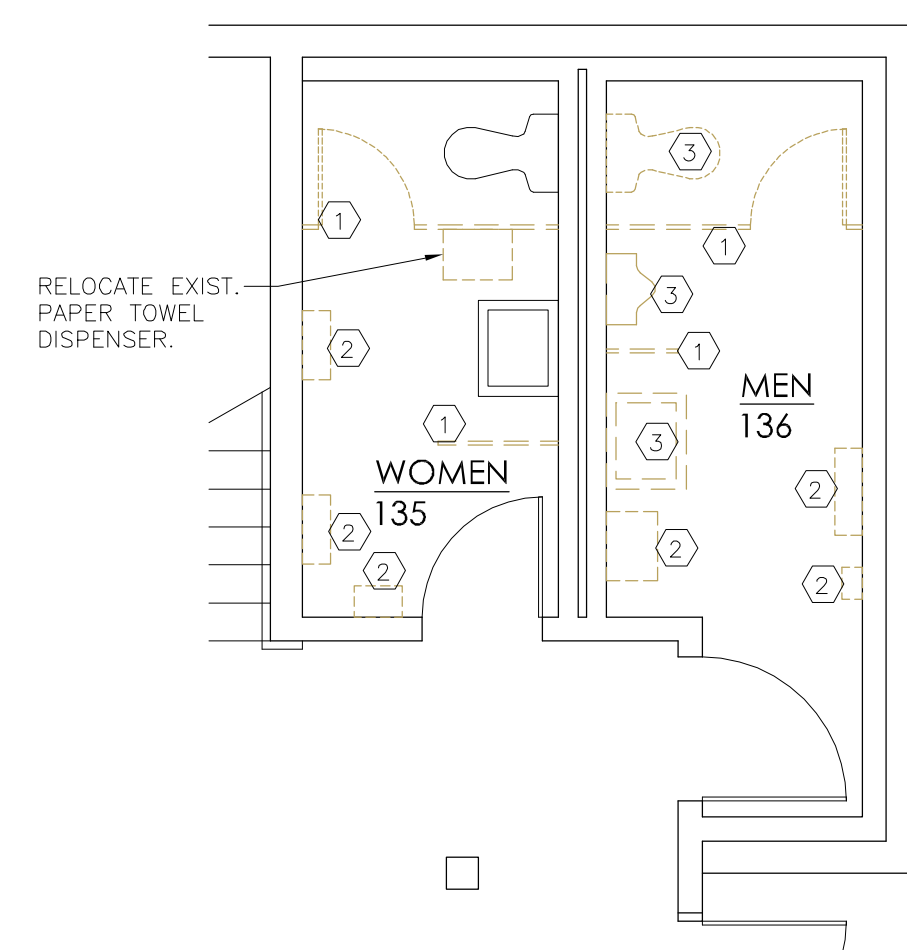
3 FLOOR PLAN



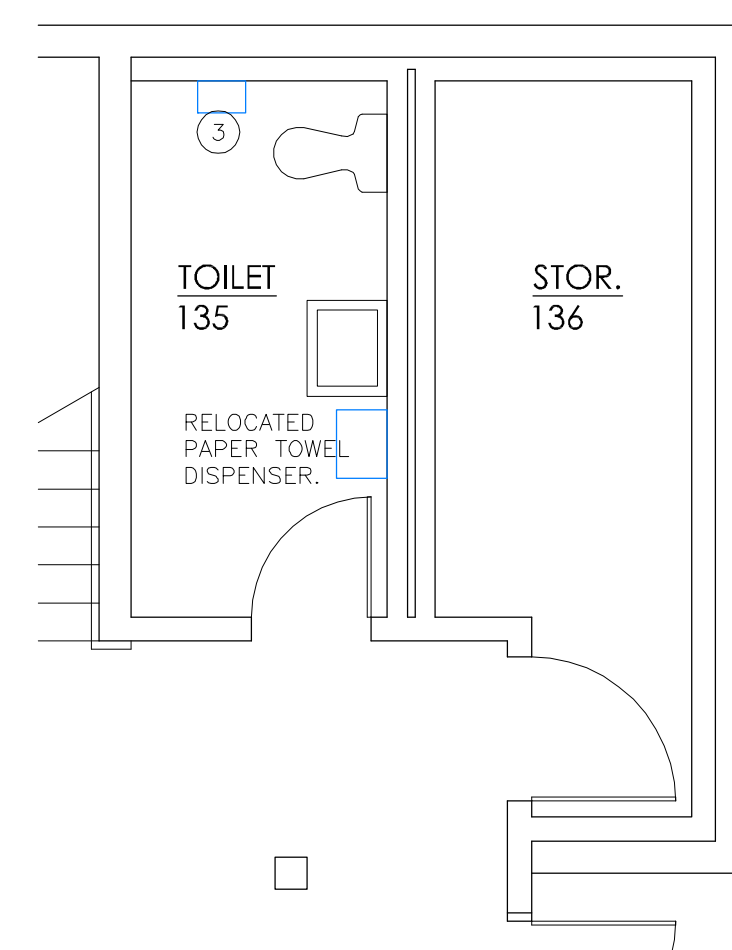
3A ELEVATION



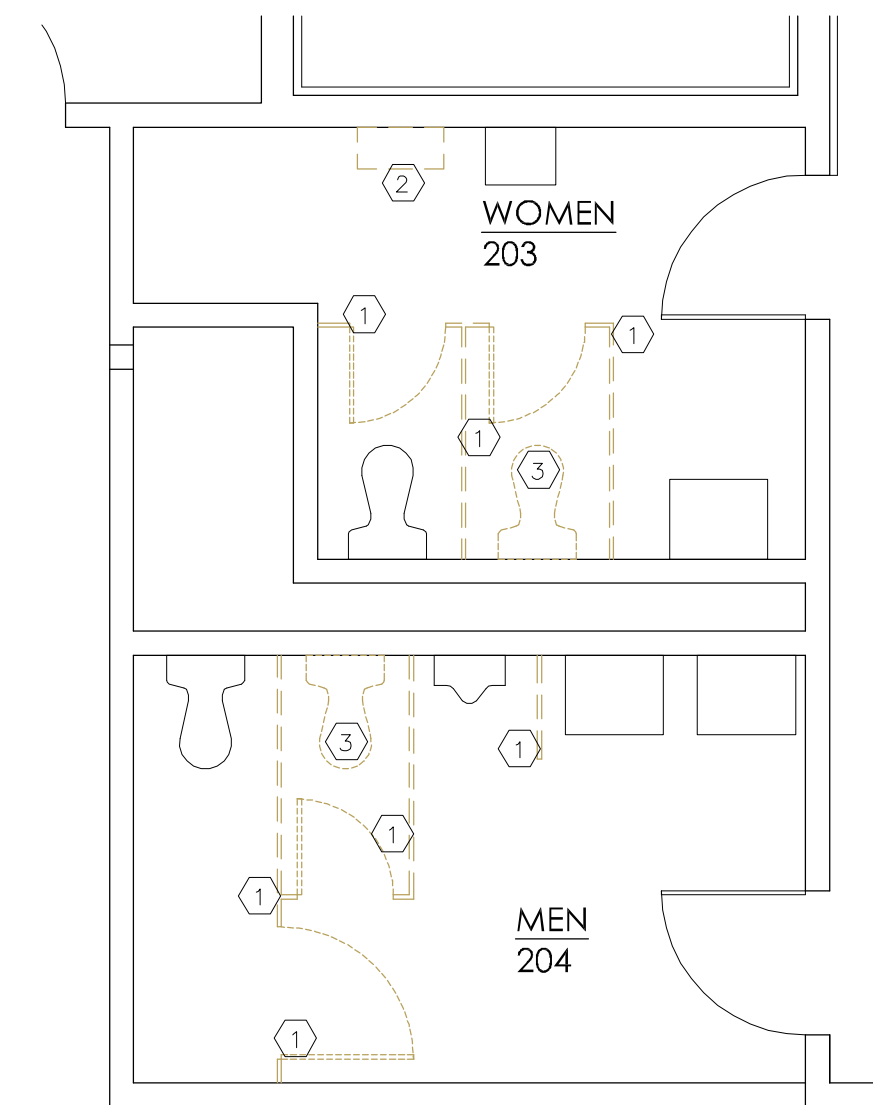
3B ELEVATION



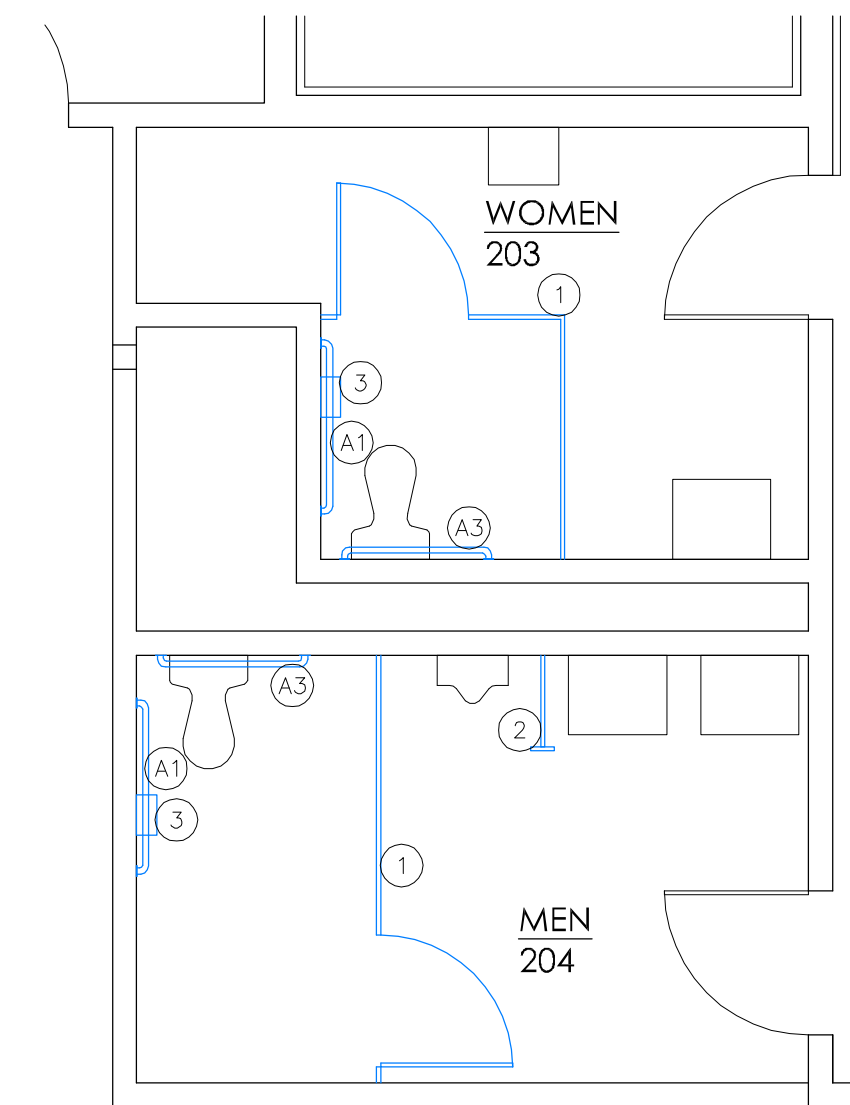
4 DEMOLITION FLOOR PLAN



4 FLOOR PLAN



5 DEMOLITION FLOOR PLAN



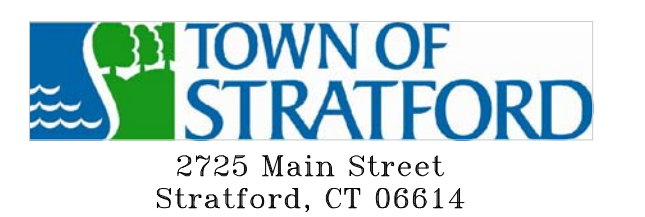
5 FLOOR PLAN

Revisions

12/17/2019	ISSUED
1/16/2020	ISSUED
4/16/2020	ISSUED
9/9/2020	ISSUED
11/5/2020	REVISED AND REISSUED
12/4/2020	ISSUED FOR BID

SNYDER ARCHITECTS, LLC
 Architecture . Planning . Construction Management
 Trumbull, CT 203-243-3346
 info@snyderarchitects.com

Project



Renovations to:
The Baldwin Center

1000 West Broad Street
 Stratford, CT

Drawing Title

**Toilet Plans,
 Elevations, & Misc.
 Details**

Issued 12/4/2020

Scale AS INDICATED

Job No. 19-012

Drawing No.

A-602

DEMO KEY NOTES:

- 1 REMOVE EXISTING TOILET PARTITIONS, DOORS, HARDWARE, ACCESSORIES, ETC ... REPAIR/FINISH ALL DISTURBED/DAMAGED SURFACES TO MATCH EXISTING ADJ. SURFACES.
- 2 REMOVE EXISTING BATHROOM ACCESSORIES. REPAIR/FINISH ALL DISTURBED/DAMAGED SURFACES TO MATCH EXISTING ADJ. SURFACES.
- 3 REMOVE EXISTING PLUMBING FIXTURE. CAP/SAFE EXISTING PLUMBING BELOW FINISHED SURFACE. REPAIR/FINISH ALL DISTURBED/DAMAGED SURFACES TO MATCH EXISTING ADJ. SURFACES.

KEY NOTES:

- 1 OVERHEAD-BRACED HIGH-DENSITY POLYETHYLENE (HDPE) TOILET PARTITIONS.
- 2 69" HIGH HIGH-DENSITY POLYETHYLENE (HDPE) URINAL PARTITION W/ VERTICAL BRACING ATTACHED TO FLOOR.
- 3 TOILET PAPER DISPENSER, PROVIDED BY OWNER INSTALLED BY G.C.

GENERAL NOTES:

1. CONTRACTOR SHALL PATCH ALL HOLES IN ALL BATHROOM WALLS. TOUCH UP PAINT ALL. COLOR TO MATCH EXISTING TILE COLOR. TYP.
2. CONTRACTOR SHALL PREP AND PAINT ALL ACCESS PANELS IN ALL BATHROOMS. COLOR TO MATCH EXISTING TILE COLOR. TYP.
3. CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS AND PREPARE SHOP DRAWING SHOWING TOILET PARTITION DIMENSIONED LAYOUT FOR APPROVAL.



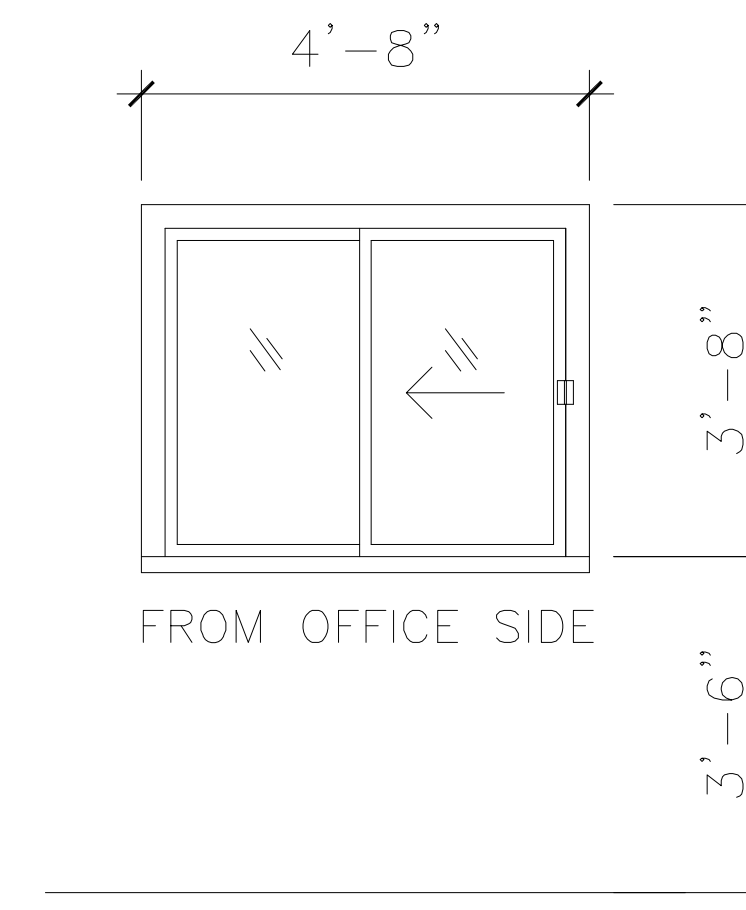
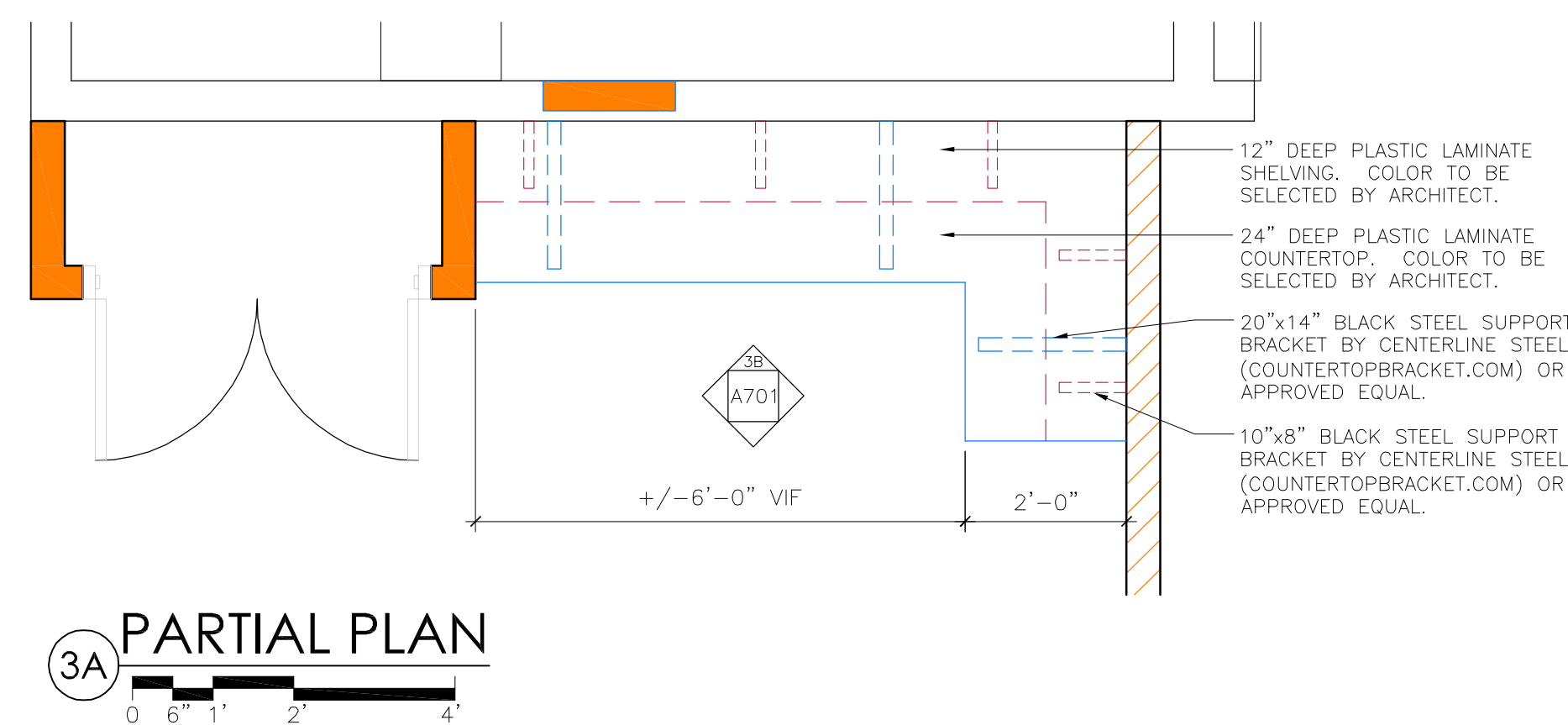
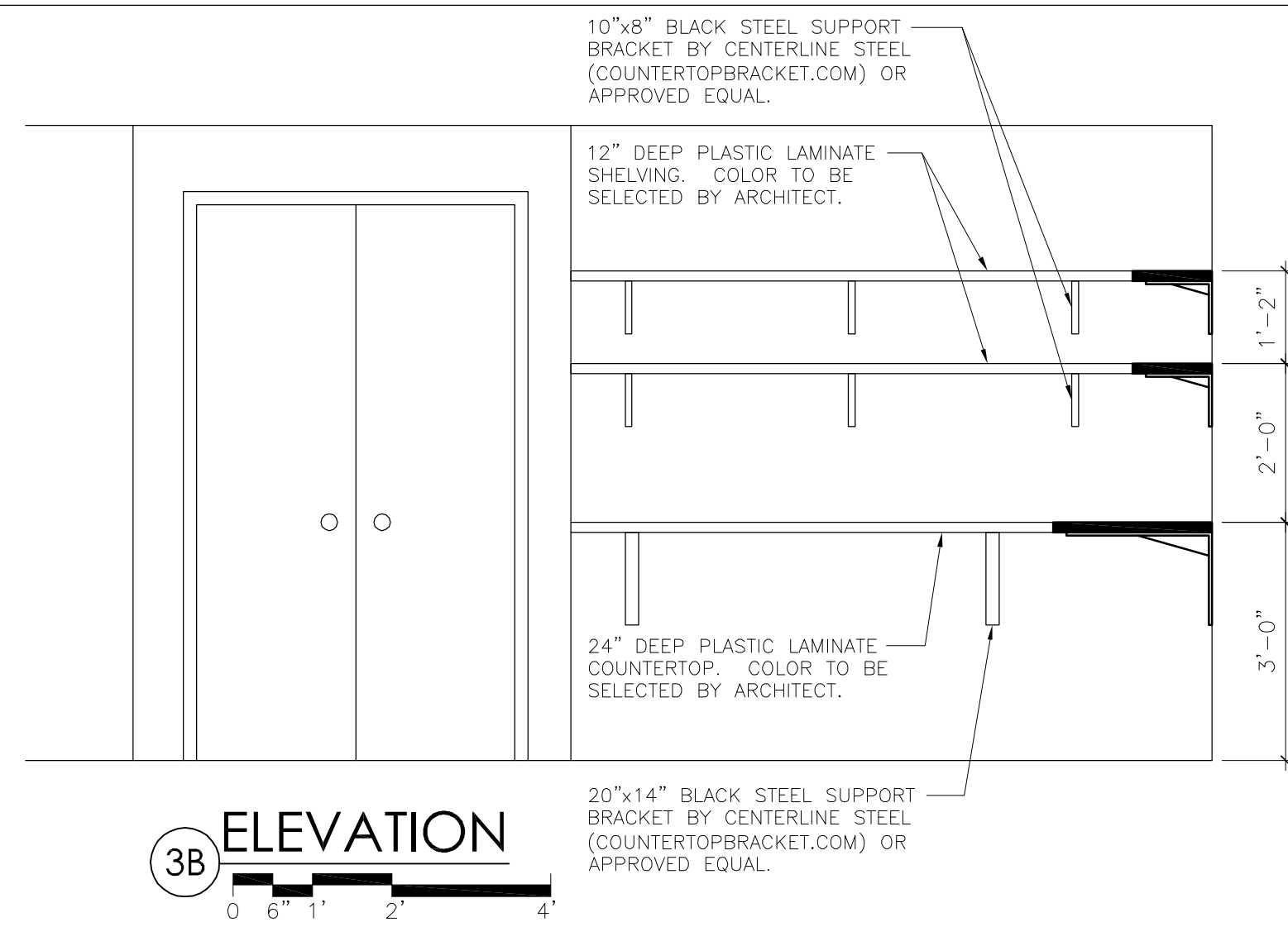
1B COLUMN DETAIL
REMOVE AND REPLACE BASE MOLDING ONLY



2B PIER DETAIL
REMOVE AND REPLACE BASE MOLDING ONLY

1BC COLUMN DETAIL
REMOVE AND REPLACE BASE & CROWN MOLDING.

2BC PIER DETAIL
REMOVE AND REPLACE BASE & CROWN MOLDING.



SLIDING SERVICE WINDOW:
 - EQUAL TO C.R. LAURENCE ARCHITECTURAL PRODUCTS, TRANSACTION HARDWARE, DELUXE SLIDING WINDOW MODEL DW1800
 - ONE FIXED AND ONE SLIDING PANEL (AS INDICATED)
 - SATIN ANODIZED FINISH
 - 1/4" TEMPERED GLASS
 - LOCKABLE
 - NO SCREEN
 - PLASTIC LAMINATE SHELF

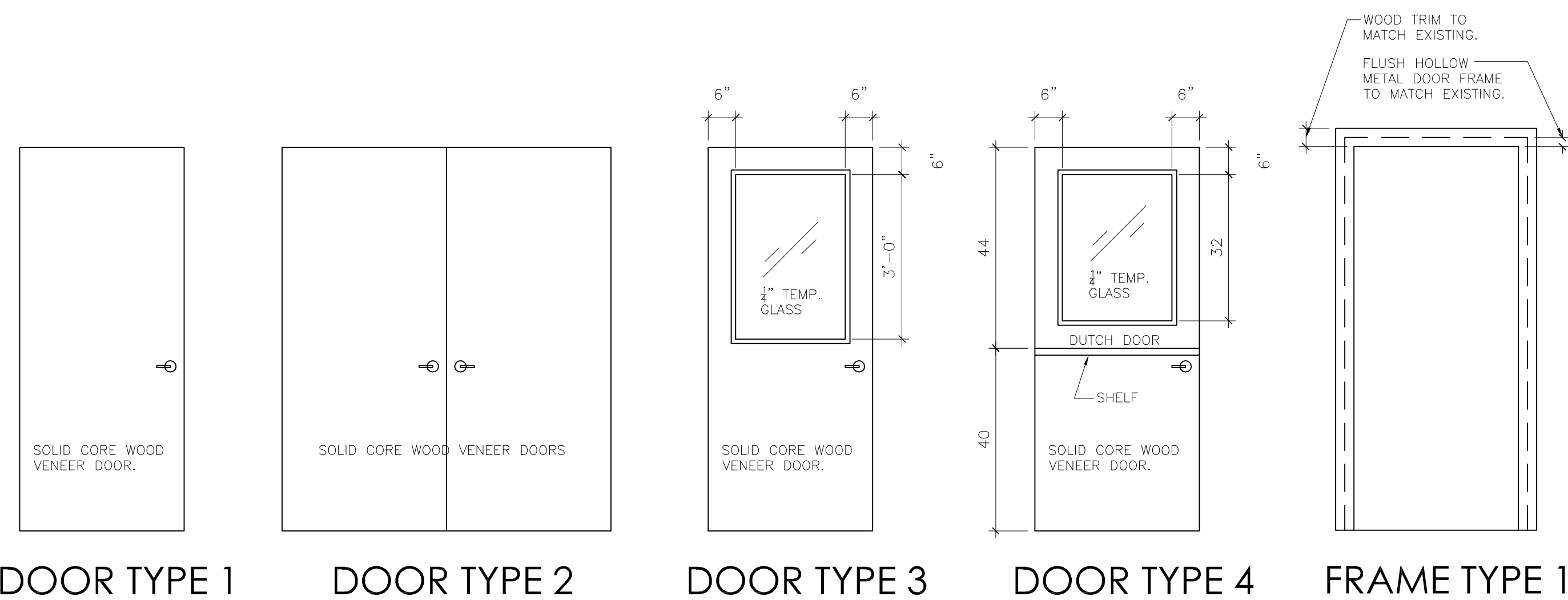
W1 SERVICE WINDOW

NO.	DOOR				FRAME			SADDLE	HRDWR	LABEL	COMMENTS
	SIZE	TYPE	MAT'L	FINISH	TYPE	MAT'L	FINISH				
101B	(2)36"x84"	2	WD	PT	1	H.M.	PT		*		
118	(2)24"x84"	2	WD	PT	1	H.M.	PT		*		
119B	36"x84"	3	WD	PT	1	H.M.	PT		*		
121A	(2)36"x84"	2	WD	PT	1	H.M.	PT		*		
123A	36"x84"	1	WD	PT	1	H.M.	PT		*		
125	36"x84"	1	WD	PT	1	H.M.	PT		*		PROVIDE NORTON BY ASSA ABLDY POWERED DOOR OPERATOR #5740K3 W/ ADA KIT. PROVIDE COMPLETE INSTALLATION. TYP.
126	36"x84"	1	WD	PT	1	H.M.	PT		*		PROVIDE NORTON BY ASSA ABLDY POWERED DOOR OPERATOR #5740K3 W/ ADA KIT. PROVIDE COMPLETE INSTALLATION. TYP.
128	36"x84"	4	WD	PT	1	H.M.	PT		*		
206A	(2)36"x84"	2	WD	PT	1	H.M.	PT		*		
206B	(2)36"x84"	2	WD	PT	1	H.M.	PT		*		

GENERAL NOTES:
 1. *G.C. SHALL PROVIDE \$500 ALLOWANCE PER DOOR FOR HARDWARE TO BE COORDINATED DURING SUBMITTAL PHASE.

LINTEL SCHEDULE					
MASONRY OPENINGS	NOMINAL MASONRY WALL THICKNESS				
	4"	6"	8"	10"	12"
4'-11" OR LESS	1L 4 X 3 1/2 X 3/8	1L 5 X 5 X 3/8	2LS 4 X 3 1/2 X 3/8	2LS 4 X 4 X 3/8	2LS 5 X 5 X 3/8
5'-0" TO 7'-0"	1L 5 X 3 1/2 X 3/8	1L 5 X 5 X 3/8	2LS 4 X 3 1/2 X 3/8	2LS 6 X 4 X 3/8	2LS 5 X 5 X 3/8

GENERAL NOTES:
 1. PROVIDE LOOSE LINTELS OVER ALL OPENINGS IN EXTERIOR AND INTERIOR MASONRY WALLS AS PER SCHEDULE, EXCEPT WHERE OTHERWISE DETAILED ON THE DRAWINGS.
 2. SHORT LEGS ARE HORIZONTAL.
 3. LENGTH OF LINTELS=M.O+12" (6" BEARING EACH SIDE).



Revisions

12/17/2019	ISSUED
1/16/2020	ISSUED
4/16/2020	ISSUED
9/9/2020	ISSUED
11/5/2020	REVISED AND REISSUED
12/4/2020	ISSUED FOR BID

SNYDER ARCHITECTS, LLC
 Architecture . Planning . Construction Management
 Trumbull, CT 203-243-3346
 info@snyderarchitects.com

Project

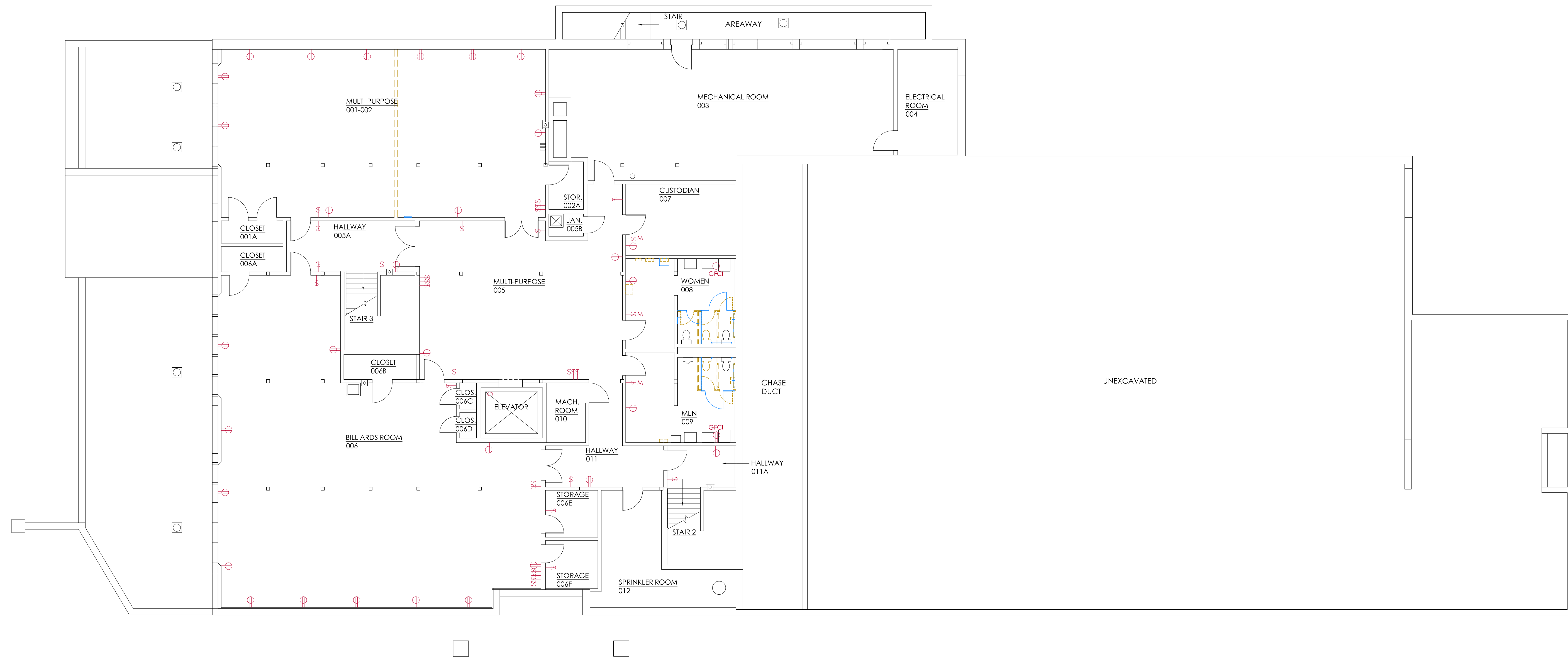
TOWN OF STRATFORD
 2725 Main Street
 Stratford, CT 06614

Renovations to:
The Baldwin Center
 1000 West Broad Street
 Stratford, CT

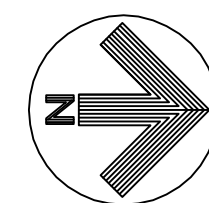
Drawing Title

Miscellaneous Details & Schedules

Issued	12/4/2020	Drawing No. A-701
Scale	AS INDICATED	
Job No.	19-012	



ELECTRIC PLAN - LOWER LEVEL



ELECTRIC LEGEND:

- REPLACE EXISTING DUPLEX OUTLET AND COVER. COLOR: WHITE.
- REPLACE EXISTING GFCI DUPLEX OUTLET AND COVER. COLOR: WHITE.
- REPLACE EXISTING SWITCH AND COVER. COLOR: WHITE. CONTRACTOR SHALL VERIFY EACH SWITCH BEING REPLACED FOR ANY SPECIAL FUNCTION BEFORE REPLACING. 3-WAY, ETC. ... CONTRACTOR SHALL VERIFY NUMBER OF SWITCHES IN A ROW.
- REPLACE EXISTING MOTION SWITCH AND COVER. COLOR: WHITE.

GENERAL NOTES

1. G.C. SHALL INCLUDE 20 DIMMER SWITCHES IN LIEU OF STANDARD SWITCHES AT SELECTED LOCATIONS. ARCHITECT TO DETERMINE LOCATIONS.

Revisions

12/17/2019	ISSUED
1/16/2020	ISSUED
4/16/2020	ISSUED
9/9/2020	ISSUED
11/5/2020	REVISED AND REISSUED
12/4/2020	ISSUED FOR BID

SNYDER ARCHITECTS, LLC

Architecture . Planning . Construction Management
 Trumbull, CT 203-243-3346
 info@snyderarchitects.com

Project



Renovations to:
The Baldwin Center

1000 West Broad Street
 Stratford, CT

Drawing Title

**Electric Plan
 Lower Level**

Issued
 12/4/2020

Scale
 AS INDICATED

Job No.
 19-012

Drawing No.

E-101

Revisions	
12/17/2019	ISSUED
1/16/2020	ISSUED
4/16/2020	ISSUED
9/9/2020	ISSUED
11/5/2020	REVISED AND REISSUED
12/4/2020	ISSUED FOR BID

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 Architecture . Planning . Construction Management
 Trumbull, CT 203-243-3346
 info@snyderarchitects.com

Project

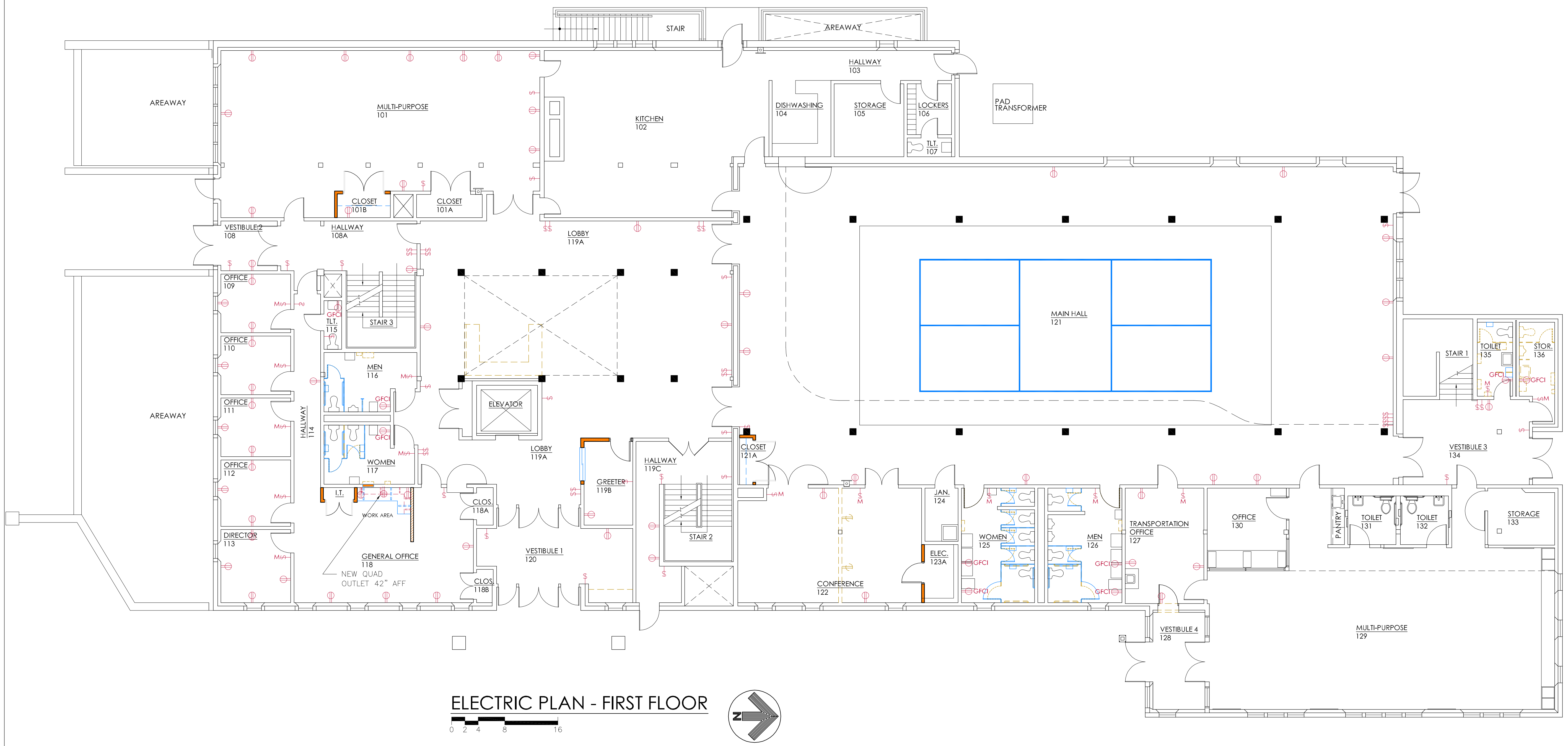
TOWN OF STRATFORD
 2725 Main Street
 Stratford, CT 06614

Renovations to:
The Baldwin Center
 1000 West Broad Street
 Stratford, CT

Drawing Title

**Electric Plan
 First Floor**

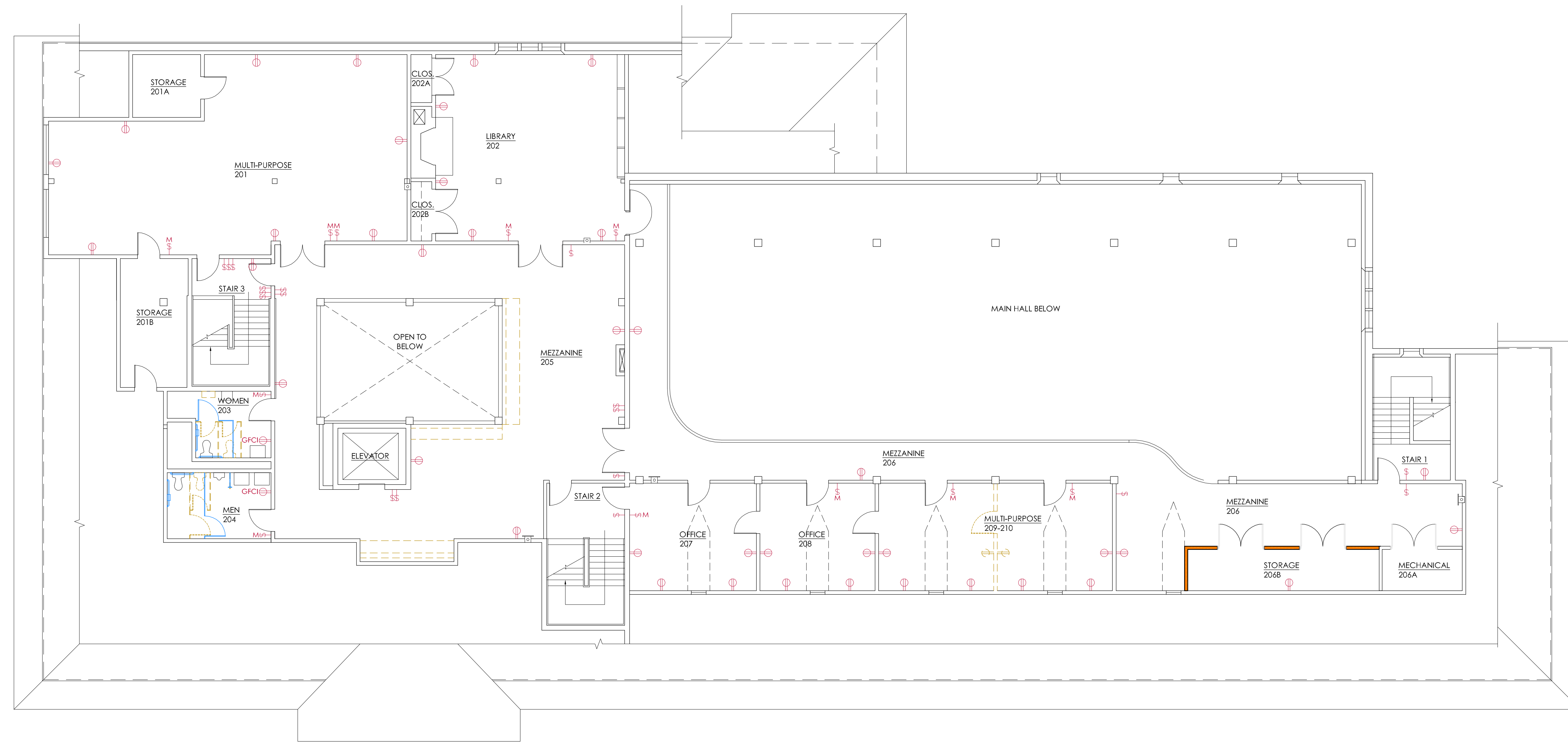
Issued	12/4/2020	Drawing No.	E-102
Scale	AS INDICATED	Job No.	
		19-012	



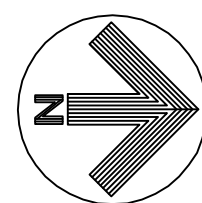
ELECTRIC PLAN - FIRST FLOOR

- ELECTRIC LEGEND:**
- ⊕ REPLACE EXISTING DUPLEX OUTLET AND COVER. COLOR: WHITE.
 - GFCI ⊕ REPLACE EXISTING GFCI DUPLEX OUTLET AND COVER. COLOR: WHITE.
 - ⊕ REPLACE EXISTING SWITCH AND COVER. COLOR: WHITE. CONTRACTOR SHALL VERIFY EACH SWITCH BEING REPLACED FOR ANY SPECIAL FUNCTION BEFORE REPLACING. 3-WAY, ETC ... CONTRACTOR SHALL VERIFY NUMBER OF SWITCHES IN A ROW.
 - M ⊕ REPLACE EXISTING MOTION SWITCH AND COVER. COLOR: WHITE.

- GENERAL NOTES**
- G.C. SHALL INCLUDE 20 DIMMER SWITCHES IN LIEU OF STANDARD SWITCHES AT SELECTED LOCATIONS. ARCHITECT TO DETERMINE LOCATIONS.



ELECTRIC PLAN - SECOND FLOOR



ELECTRIC LEGEND:

- REPLACE EXISTING DUPLEX OUTLET AND COVER. COLOR: WHITE.
- REPLACE EXISTING GFCI DUPLEX OUTLET AND COVER. COLOR: WHITE.
- REPLACE EXISTING SWITCH AND COVER. COLOR: WHITE. CONTRACTOR SHALL VERIFY EACH SWITCH BEING REPLACED FOR ANY SPECIAL FUNCTION BEFORE REPLACING. 3-WAY, ETC ... CONTRACTOR SHALL VERIFY NUMBER OF SWITCHES IN A ROW.
- REPLACE EXISTING MOTION SWITCH AND COVER. COLOR: WHITE.

GENERAL NOTES

1. G.C. SHALL INCLUDE 20 DIMMER SWITCHES IN LIEU OF STANDARD SWITCHES AT SELECTED LOCATIONS. ARCHITECT TO DETERMINE LOCATIONS.

Revisions

12/17/2019	ISSUED
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4/16/2020	ISSUED
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11/5/2020	REVISED AND REISSUED
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Project



**Renovations to:
The Baldwin Center**

1000 West Broad Street
Stratford, CT

Drawing Title

**Electric Plan
Second Floor**

Issued 12/4/2020

Scale AS INDICATED

Job No. 19-012

Drawing No.

E-103

