

Project Manual and Specifications
For

**Façade Renovations
and
LED Display Installation to the
Town Kiosk at Alumni Park
1047 Main Street
East Hartford, Connecticut 06108**

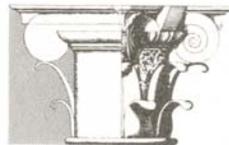
BID NO. 14-16



**Town of East Hartford
Grants Administration Office
740 Main Street
East Hartford, CT 06108**

Bid Documents Dated: April 08, 2014

Bid Opening Date: Tuesday, May 13, 2014 at 11:00 a.m.



**CAPITAL
STUDIO
architects, LLC**

1379 Main Street • East Hartford, Connecticut 06108
860.289.3262 • Fax: 860.289.3163

CSA Project Number 12-36

FAÇADE RENOVATIONS
and
LED DISPLAY INSTALLATION
to the
TOWN KIOSK AT ALUMNI PARK
1047 Main Street
East Hartford, CT 06108

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BIDDING INSTRUCTIONS

The following documents provide instructions for preparation of bid.

- Invitation to Bid
- Standard Instructions for Bidders
- Corporate Resolution
- Instructions for Construction and/or Service Bids
- Insurance Requirements

MARCIA A. LECLERC
MAYOR

TOWN OF EAST HARTFORD

740 Main Street

East Hartford, Connecticut 06108

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PURCHASING DEPARTMENT

WWW.EASTHARTFORDCT.GOV

TOWN OF EAST HARTFORD INVITATION TO BID

BID #14-16

**RE: FAÇADE RENOVATIONS AND LED DISPLAY INSTALLATION AT
ALUMNI PARK LOCATED AT 1047 MAIN STREET, EAST HARTFORD**

SEALED BIDS WILL BE RECEIVED AT THE OFFICE OF THE PURCHASING AGENT, 740 MAIN ST., EAST HARTFORD, CT UNTIL TUESDAY, MAY 13, 2014 @11 A.M. AT WHICH TIME THEY WILL BE PUBLICLY OPENED AND READ.

INFORMATION AND SPECIFICATIONS ARE AVAILABLE AT THE ABOVE OFFICE AND ON THE TOWN'S WEBSITE WWW.EASTHARTFORDCT.GOV.

THERE WILL BE A PRE-BID CONFERENCE AT ALUMNI PARK, 1047 MAIN STREET, EAST HARTFORD, CT ON THURSDAY, APRIL 24, 2014 @10 A.M.

A FIVE PERCENT (5%) BID BOND WILL BE REQUIRED OF ALL BIDDERS AND A ONE HUNDRED PERCENT (100%) PERFORMANCE AND PAYMENT BOND WILL BE REQUIRED OF THE SUCCESSFUL BIDDER.

THE RIGHT IS RESERVED TO REJECT ANY AND ALL BIDS WHEN SUCH ACTION IS DEEMED TO BE IN THE BEST INTEREST OF THE TOWN OF EAST HARTFORD.

THIS PROJECT IS FUNDED THROUGH THE HUD COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM. THE AWARDED CONTRACTOR WILL BE SUBJECT TO FEDERAL REQUIREMENTS, INCLUDING PAYING FEDERAL DAVIS BACON ACT PREVAILING WAGE RATES AND COMPLYING WITH SECTION 3 MINIMUM HIRING GOALS.

THE AWARDED BIDDER AGREES THAT IF IT IS NECESSARY TO HIRE OR SUBCONTRACT WORK ON THIS PROJECT, IT WILL MEET THE FOLLOWING REQUIREMENTS OF SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968: 1) 10% OF THE AWARDED CONTRACT VALUE SHALL BE PERFORMED BY SECTION 3 BUSINESS CONCERNS AS DEFINED IN SECTION 3 OF THE HUD ACT OF 1968 AND REFERENCED IN THESE BID DOCUMENTS; AND 2) 30% OF NEW EMPLOYEES HIRED FOR THIS PROJECT SHALL BE SECTION 3 RESIDENTS AS DEFINED IN SECTION 3 OF THE HUD ACT OF 1968 AND REFERENCED IN THESE BID DOCUMENTS. THE AWARDED BIDDER MUST INDICATE THE SECTION 3 BUSINESS CONCERNS IT INTENDS TO UTILIZE TO ACHIEVE THE ABOVE STATE PERCENTAGES WITHIN 10 DAYS OF THE CONTRACT AWARD. NO BIDDER MAY WITHDRAW HIS BID FOR A PERIOD OF NINETY (90) DAYS AFTER THE BID OPENING DATE.

MICHELLE A. ENMAN
PURCHASING AGENT
(860) 291-7271



TOWN OF EAST HARTFORD,
CONNECTICUT

STANDARD INSTRUCTIONS FOR BIDDERS

1. Sealed bid proposals will be received by the purchasing agent until the date and time indicated on the Invitation to Bid. Bids received later than the date and time specified will not be considered and will be returned unopened. Prices cannot be changed or altered after the bid opening.
2. Bids are to be returned in the Town provided pink envelope or bid number shall be prominently indicated on any other mailing envelope. The name and address of the bidder should appear in the upper left hand corner of the envelope. Bids will not be accepted via fax or e-mail.
3. All proposals will be opened and read publicly and are subject to public inspection. Bidders may be present or represented at all openings. Bid results are mailed to all responding bidders.
4. Municipalities are exempt from any sale, excise or federal taxes. Bid prices must be exclusive of taxes and will be so construed.
5. The Town of East Hartford reserves the right to reject any or all bids or any part of all bids and to waive any informality when such action is in the best interest of the Town. The Town also reserves the right to extend by mutual consent an awarded bid when such action is in its best interest.
6. Bidders should familiarize themselves with all of the terms and conditions set forth in the bid specifications. Failure by the bidder to familiarize himself with these terms and conditions does not excuse the bidder from fulfillment of the bid specifications.
7. All entities doing business with the Town certify, upon acceptance of a bid and by virtue of their signature on that bid, that they have read, understood and will comply with the section of the Town's updated plan of affirmative action and equal opportunity relating to contractual and purchasing procedures. The bidder agrees to cooperate fully should the Town choose to audit this compliance.
8. In case of a mathematical error in the extension or addition of prices, the unit price will govern. The Town will not be subject to any price increases after a bid award, unless it was part of the original bid terms.
9. The Town reserves the right to increase or decrease quantities listed in order to stay within the allocated funding.
10. The Purchasing Department has the obligation to accept the lowest responsible bid which is in the Town's best interest. Factors include, but are not limited to: price, compliance to specifications, quality offered, freight costs, delivery time, past performance, standardization of current equipment, financial resources, technical qualifications, equipment and experience.

TOWN OF EAST HARTFORD,
CONNECTICUT
STANDARD INSTRUCTIONS FOR BIDDERS (cont'd)

11. Bidders shall state in writing and attach to the bid, any conditions/exceptions that are part of the bid price. Comments to the effect “see literature” will not be acceptable.
12. Any manufacturers’ names, trade names, brand names or catalog numbers used in the specifications are there for the purpose of establishing and describing general performance and quality levels. Such references are not intended to be restrictive and bids are invited on these and approved equal brands or products of any manufacturer.
13. The Town’s competitive bidding process is not a means for competitors to obtain private/proprietary information that is not otherwise normally available. Such information relates to a bidder’s financial records and responsibility, test data, manufacturing drawings, formulas and processes. To promote competition and protect valid interests this type of information/data will remain confidential.
14. All bidder questions shall be directed to the Purchasing Agent. Procedural and clarification questions will be answered appropriately. Questions that require an answer that will in effect change/alter the intent of the specifications will only be answered in writing to all bidders by a bid addendum.
15. Awarded bidders are responsible for obtaining all necessary permits as required by OSHA, Federal, State and/or Town regulations. Town permits will be issued at no cost.
16. Alternate proposals will not be considered unless specifically called for in the bid.
17. Prices shall include packing, transportation and delivery charges F.O.B. to East Hartford/delivered unless specifically noted otherwise.
18. Bidder declares that the proposal is not made in connection with any other bidder submitting a proposal for the same bid and is in all respects fair and without collusion or fraud.
19. Cash discounts may be offered by bidder for prompt payment of bills, but such cash discount will not be taken into consideration in determining the awarded low bidder except in the case of tie bids and then only provided such discount is based on payment of invoice not less than fourteen (14) days after satisfactory delivery and/or receipt of invoice, whichever is later.
20. The Town will not award a bid to any bidder who owes a delinquent tax to the Town. Bidders certify by virtue of their signature on the bid sheet that neither the bidder nor any business or corporation which the Bidder owns an interest is delinquent in tax obligations to the Town. The Purchasing Department will verify that no delinquent taxes are owed before any bid is awarded.

MUST BE SUBMITTED ON CORPORATE LETTERHEAD WITH YOUR BID,
IF A CORPORATION ONLY- DO NOT SEND IF A LLC

CORPORATE RESOLUTION

I _____, Secretary of _____
(name of Corporation's Secretary) (legal name of Corporation)
a Corporation duly organized and operating under the laws of _____ DO
STATE
HEREBY CERTIFY that the following is a true, correct and accurate copy of a
Resolution duly adopted at a meeting of the Board of Directors of such
Corporation, duly convened and held on _____, at which meeting
(date)
a duly constituted quorum of the Board of Directors was present and voted in
favor of such Resolution. I further CERTIFY that such Resolution has not been
modified, rescinded or revoked since the date on which it was enacted, and it is
at present in full force and effect:

RESOLVED: That the following Officers of this Corporation, or any one
of them:

(Name and title of Officer or Officers)

is empowered to execute and deliver in the name and on behalf of this
Corporation contracts, bids and other documents to the Town of East Hartford,
Connecticut, and are further authorized to affix the Corporate Seal to such
documents and to bind the Corporation to such contracts, bids and other
documents.

IN WITNESS WHEREFORE, the undersigned has affixed his signature and
the Corporate Seal of the Corporation, this _____ day of _____.
(month and year)

(Affix Corporate Seal Below)

(Typed name of Corporation's Secretary)

SIGNATURE OF SECRETARY



TOWN OF EAST HARTFORD CONNECTICUT

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INSTRUCTIONS FOR CONSTRUCTION AND/OR LABOR SERVICE BIDS

1. A Certificate of Insurance naming the Town as an additional insured will be required of the **awarded bidder**. The insurance indemnification clause is contained with the bid specifications. PAGES 7 & 8.

LINE CHECKED RELATES TO THIS PROJECT:

XX This is a **prevailing wage bid** and the wage rates are included within the Bid Specifications.

_____ This **is not** a prevailing wage bid.

2. In accordance with state law, each contract for the construction, remodeling or repair of any public building or public works or improvements shall contain the following provision when the cost of construction, remodeling or repair exceeds the limits as provided in Connecticut General Statutes 31-53; “the wages paid on an hourly basis to any mechanic, laborer or workman employed upon the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such employee to any employee welfare fund, as defined in Subsection (h) of Section 31-53 for 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 of East Hartford. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such employees to any such employee welfare fund shall pay to each employee as parts of his wages the amount of payment or contribution for his classification on each pay day”.

LINE CHECKED RELATED TO THIS PROJECT:

XX This **is a required bonded project**

_____ **No bonds** or any other form of guarantee will be required for this bid project.

3. **(IF REQUIRED):** A Bid Bond must be submitted with the bid and may be in the form of certified check or cashier’s check **payable to “The Town of East Hartford” or a bond of a surety company authorized to transact business in the State of Connecticut**. No checks will be returned until the bid is awarded. If you are the awarded bidder, your check will be held until it is replaced with another Guarantee of Performance. **Bid Bond shall be 5% (five percent) of total bid price.**

A Guarantee of Performance will be required of the awarded bidder and may be in the form of a certified check or cashier’s check payable to “The Town of East Hartford” or a bond of a surety company authorized to transact business in the State of Connecticut. Checks will be retained by the Town for period of time after final acceptance and payment as determined by the complexity of the project. **Performance Bond shall be 100% (one hundred percent) of awarded bid price.**

4. Before starting any work awarded bidders are responsible for obtaining permits as required by Federal, State, MDC, Utilities and/or Town regulations. Any applicable fees shall be included in the total bid price. Town of East Hartford permits will be issued at no charge.

5. The bidder shall abide by all OSHA, Federal, State and local laws, ordinances and regulation, which in any manner affect those engaged or employed on the work, or the materials or equipment used in the work, or in any way affect the conduct of the work, and no pleas of misunderstanding will be considered on account of ignorance.

If bidder shall discover any provisions in the drawings, specifications or contract, which are in conflict with any such law, by-law or ordinance or regulation, he shall report it to the Town in writing with the bid proposal.

6. Throughout the work period, the contractor shall maintain the work site in a generally accepted standard of cleanliness, free from accumulation of waste materials or rubbish caused by his operations and shall take prompt action to correct any hazardous conditions reported.
7. It is the responsibility of each bidder before submitting a bid, to familiarize themselves with the specifications and conditions that may affect cost, progress, performance or completion of the project.
8. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with generally accepted industry standards.
9. Unless otherwise specified, the contractor shall furnish and assume full responsibility for all materials, equipment, labor, transportation, construction equipment and machinery, tools, fuel, appliances, power, light, heat, telephone, water, sanitary facilities, temporary facilities and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up and completion of the work.
10. 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 prior approval of the Town, which approval will not be given until the Contractor submits to the Town a written statement concerning the proposed award to the subcontractor, which statement will contain such information as the Town may require.

The Contractor shall be as fully responsible to the Town 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 person directly employed 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 to terminating any subcontract that the Town may exercise over the Contractor under any provision of the Contract documents.

Nothing contained in this bid shall create any contractual relation between any subcontractor and the Town.

11. The Contractor shall not assign the whole or any part of this contract or any moneys due or to become without written consent of the Town. In case the Contractor assigns all or any part of any moneys due or to become due under this contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and or any moneys due or to become due to the contractor shall be subject to prior claims of all person, firms and corporations for services rendered or materials supplied for the performance of the work called for in this contract.
12. The Town will conduct a mandatory pre-bid meeting on Thursday, April 24, 2014 at 10 a.m. at Alumni Park, 1047 Main Street, East Hartford, CT 06108. Bids submitted by firms who have not attended will be rejected and returned unopened.
13. The submission of a bid will constitute an incontrovertible representation by the bidder that he/she has complied with every requirement of the "INSTRUCTIONS TO BIDDERS" and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of work.



A CERTIFICATE OF INSURANCE WILL ONLY BE REQUIRED OF THE AWARDED BIDDER

INSURANCE INDEMNIFICATION CLAUSE

The Town of East Hartford, CT is to be named as an "***additional insured***" and the nature of the project is to be stated on the certificate.

INDEMNIFICATION

Contractor agrees to indemnify and hold the Town of East Hartford harmless against and from any and all claims by or on behalf of any person arising from or in connection with:

A: Any act, error, omission, negligence or fault of contractors or any of its agents, servants, employees and sub-contractors.

B: Any accident, injury or damage whatsoever caused to any person occurring during the performance of this contract.

Further, the contractor agrees to indemnify and hold harmless the Town of East Hartford against and from all reasonable costs, counsel fees, expenses and liabilities incurred in or with respect to any such claim and any action or proceeding brought thereon; and in any case any action or proceeding shall be brought against the contractor by reason of any such claim, contractor upon notice from the Town of East Hartford agrees to resist and defend such action proceeding, unless contractor causes the same to be discharged and satisfied.

INSURANCE REQUIREMENTS

A. GENERAL REQUIREMENTS

The **CONTRACTOR** shall be responsible for maintaining insurance coverage in force for the life of this contract of the kinds and adequate amounts to secure all of the **CONTRACTOR'S** obligations under this contract with an insurance company(ies) with an AM Best Rating of A-VII or better licensed to write such insurance in the State of Connecticut and acceptable to the Town of East Hartford.

The insurer shall provide the Town of East Hartford with **Certificates of Insurance signed by an authorized representative of the insurance CONTRACTOR(ies)** prior to the performance of this contract describing the coverage and providing that the insurer shall give the Town of East Hartford written notice at least thirty (30) days in advance of any termination, expiration, or any and all changes in coverage.

Such insurance or renewals or replacements thereof shall remain in force during the **CONTRACTOR'S** responsibility under this contracts.

The **CONTRACTOR** at the **CONTRACTOR'S** own cost and expense, shall procure and maintain all insurance required and shall name the Town of East Hartford as Additional Insured on all contracts, except Workers' Compensation and Professional Errors & Omissions coverage's.

B. SPECIFIC REQUIREMENTS:

1) Workers' Compensation Insurance

The **CONTRACTOR** shall provide Statutory Workers' Compensation Insurance, including Employer's Liability with Limits of:

\$100,000 Each Accident
\$500,000 Disease, Policy Limit
\$100,000 Disease, Each Employee

2) Commercial General Liability Insurance

The **CONTRACTOR** shall carry Commercial General Liability Insurance (Insurance Services Officer Incorporated Form CG-0001 or equivalent). As per occurrence limit **\$1,000,000** is required. The Aggregate Limit will be not less than **\$2,000,000**. Any deviations from the standard unendorsed form will be noted on the Certificate of Insurance.

3) Business Automobile Liability Insurance

The **CONTRACTOR** shall carry Business Automobile Liability Insurance (Insurance Services Office Incorporated Form CA-00001 or equivalent). A per occurrence limit of **\$1,000,000** is required. "Auto Auto" (symbol 1 or equivalent) is required. Any deviations from the standard unendorsed form will be noted on the Certificate of Insurance.

C. OTHERS: PROFESSIONAL SERVICES - ARCHITECTS, ENGINEERS, ET AL.

Shall carry Errors & Omissions coverage in the amount \$1,000,000 per occurrence for all professional services contracts only.

The Town reserves the right to amend amounts of coverage required and type of coverage provided based on work or service to be performed.

D. SUBCONTRACTOR'S REQUIREMENTS:

The **CONTRACTOR** shall require the same insurance that it is required to carry by the Town of East Hartford to be carried by any subcontractors and independent contractors hired by the **CONTRACTOR** and to obtain **Certificates of Insurance** before subcontractors and independent contractors are permitted to begin work.

The **CONTRACTOR** shall require that the Town of East Hartford be named as Additional Insured on all subcontractors and independent contractors insurance before permitted to begin work.

The **CONTRACTOR** and all subcontractors and independent contractors and their insurers shall waive all rights of subrogation against the Town of East Hartford, and its officers, agents, servants and employees for losses arising from work performed by each on this contract.

BID FORMS

All of the following documents contained within this section must be completed by the prospective bidder and returned with the bid

- Form of General Bid
- Statement of Bidders Construction Experience
- Section 3 – Business Concern Form

MARCIA A. LECLERC
MAYOR

TOWN OF EAST HARTFORD

740 Main Street
East Hartford, Connecticut 06108

(860) 291-7270¹⁶

FAX (860) 289-0831

PURCHASING DEPARTMENT

WWW.EASTHARTFORDCT.GOV



BID SHEET

THIS PROPOSAL IS MADE WITH THE UNDERSTANDING THAT IT WILL BE ACCEPTED OR REJECTED WITHIN SIXTY DAYS, THIS MAY BE EXTENDED BY MUTUAL CONSENT. THE UNDERSIGNED DECLARES THAT ALL INFORMATION AND SPECIFICATIONS HAVE BEEN EXAMINED AND UNDERSTOOD AND MAKES THE FOLLOWING OFFER:

ALL INCLUSIVE PRICE FOR FAÇADE RENOVATIONS AND LED DISPLAY INSTALLATION AT ALUMNI PARK – 1047 MAIN STREET (INCLUDES LED DISPLAY, DELIVERY AND INSTALLATION):

\$ _____

To submit a bid:

1. Attend pre-bid conference on Thursday, April 24, 2014 @ 10 a.m. at Alumni Park
2. Submit Corporate Resolution and 5% Bid Bond
3. Complete this Bid Sheet

PRINT OR TYPE ONLY

BIDDER _____

BY _____ TITLE _____

WRITTEN SIGNATURE _____

ADDRESS _____

TELEPHONE _____ ZIP CODE _____

FAX _____

EMAIL _____

BIDS SUBMITTED BY A CORPORATION SHALL HAVE A SEALED CORPORATE RESOLUTION ATTACHED TO THE BID SHEET IDENTIFYING THE OFFICER WHOSE SIGNATURE APPEARS ON THE BID BY NAME AND TITLE AND AUTHORIZING SAID PERSON TO SUBMIT THE BID AND SIGN A CONTRACT, IF AWARDED, ON BEHALF OF SAID CORPORATION.

THE ACCEPTABLE FORMAT IS THE PRECEDING PAGE.

TAX COLLECTOR VERIFICATION _____
NO DELINQUENT TAXES OWED BY THE AWARDED BIDDER TO THE TOWN OF EAST HARTFORD

STATEMENT OF BIDDER'S
CONSTRUCTION EXPERIENCE

All questions 1 through 13 must be answered and the data given must be clear and comprehensive. This statement MUST be notarized. If necessary, add separate sheets for items marked (*).

1. Name of Bidder _____
2. Permanent main office address _____
3. When organized _____
4. When incorporated _____
5. How many years have you been engaged in the contracting
business under your present firm name _____
6. * Contacts on hand: (Schedule these, showing gross amount
of each contract and the approximate anticipated dates of
completion.) _____

7. * General character of work performed by your company _____

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

9. Have you ever defaulted on a contract _____
10. * List the important structures recently erected by your
company, stating approximate cost for each, and the month
and year completed. _____

11. * List your major equipment available for this contract.

STATEMENT OF BIDDER'S
CONSTRUCTION EXPERIENCE

12. * Experience in construction work similar in importance to
this project _____

13. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Town of East Hartford _____.

14. Provide client reference list for similar type projects constructed within the last 10 years.

Name:	Phone:

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Town of East Hartford in verification of the recitals comprising this Statement of Bidder's Construction Experience.

Dated at _____ this _____ day of _____ 201__

Name of Bidder _____

By _____

Title _____

State of _____ (ss)

County of _____ (ss)

_____ being duly sworn

deposes and says that he is _____ of

(Name of Organization)

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

Sworn to before me this _____ day of _____ 201__

(Notary Public)

My commission expires _____

SECTION 3 BUSINESS CONCERN

A Section 3 business concern is a business that can provide evidence that they meet one of the following:

- a) 51 percent or more owned by Section 3 residents
- b) At least 30 percent of its full time employees include persons that are currently Section 3 residents, or within three years of the date of first employment with this business concern were Section 3 residents; or
- c) Provides evidence, as required, of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications in the above two paragraphs.

A Section 3 resident is:

- 1) a public housing resident
- 2) a low or very low income person residing in the metropolitan or non-metropolitan County in which the Section 3 covered assistance is expended (East Hartford)

Is the Contractor a Section 3 business concern? YES NO (Please circle)

If yes, please complete the following:

I, _____, on _____ (Month/Day/Year) hereby self certify that _____ (Corporation/Contractor) is a Section 3 business concern and that as such meets the above criteria. The Corporation/Contractor understands that, if required or requested, documentation proving such certification will be provided within **5 (five)** days. I understand that if false information is provided, the Contract becomes null and void.

CONTRACT AWARD FORMS

Upon receipt of bid acceptance, all of the following documents contained within this section must be completed by the awarded bidder and returned within ten (10) calendar days. Failure to complete and return any of the documents will be cause for forfeiture of bid security

- Section 3 Certification
- Sub-contractor Identification

SECTION 3 CERTIFICATION

The following language is made a part of this Contract and shall be made part of all subcontracts and second tier subcontracts:

SECTION 3 CERTIFICATION:

- E. Section 3 Clause: 24 CFR Section 135.38
- A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
 - B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
 - C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person (s) taking applications for each of the positions; and the anticipated date the work shall begin.
 - D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
 - E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
 - F. Non-compliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

- G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

The Contractor agrees to comply with the Section 3 clause and any additional federal guidelines or regulations issued or promulgated thereunder. The undersigned hereby agrees to the above statements.

Contractor

Signature

Name – Printed

Title- Printed

Date

The Contractor must complete the “Section 3 Certification” on pages 21 and 22 within ten days of contract award.

GENERAL CONDITIONS

AVAILABILITY OF LANDS

MATERIALS AND EQUIPMENT STORAGE

The Contractor will not be allowed to store materials or equipment within Town or State right-of-way. The Contractor shall provide all additional lands and access thereto that may be required for the storage of materials and equipment. Evidence of agreement(s) with private property owner(s) for the storage of equipment and materials must be provided to the Town.

The Contractor may be allowed to store materials or equipment on Town parcels with written permission from the Engineer. Terms and conditions of the use of Town parcels will be negotiated before the start of work.

In no case, even with the property owner's consent, will storage of materials or equipment be allowed where such storage will impact sightlines at intersecting roadways.

CHANGES IN THE WORK

Without invalidating the Contract, the Town may, at any time or from time to time, order additions, deletions or revisions in the Work. These will be authorized by Field Modifications, Field Orders or Change Orders. Upon receipt of a Field Modification, Field Order or Change Order, the Contractor will proceed with the Work involved. All such Work shall be executed under the applicable conditions of the Contract Documents. If any Field Order or Change Order causes an increase in the Contract Price or an extension or shortening of the Contract Time, an equitable adjustment will be made as provided hereafter.

- (a) The Engineer may authorize minor changes or alterations in the Work which do not involve extra cost or are not inconsistent with the overall intent of the Contract Documents. These may be accomplished by a Field Modification. If the Contractor believes that any minor change or alteration authorized by the Engineer entitled him to an increase in the Contract Price or an extension of Contract Time, he may make a claim as provided hereafter.
- (b) Additional Work performed by the Contractor without authorization of a Field Modification, Field Order or Change Order may not entitle him to an increase in the Contract Price or an extension of the Contract Time except in the case of an emergency or other extenuating circumstances, as provided in these General Conditions. In emergencies or other extenuating circumstances, payment shall be handled on an individual basis, as determined by the Engineer, in accordance with these Contract Documents.
- (c) It is the Contractor's responsibility to notify his Surety of any changes affecting the general scope of the Work, changes in the Contract Price or any other changes requiring consent of the Surety. The Contractor will furnish proof of consent by the Surety to any such changes. The Contractor will indemnify and save harmless the Town from all damages, losses and expenses, including attorneys fees, incurred by the Town as a result of denial of liability or delay of performance by the Contractor's Surety with respect to any changes in the Work as herein provided.

The value of any Work covered by a Field Order/Change Order shall be determined in one of the following ways:

- (1) By application of unit prices to the quantities of the items involved when the Work involved is covered by unit prices contained in the Contract Documents.
- (2) By mutual acceptance of a lump sum.

- (3) By the actual cost of the Work and a fixed amount for overhead and profit.
- a) Costs shall only include labor (payroll, payroll taxes, fringe benefits, workmen's compensation, etc.), materials, equipment, tools and other incidentals directly related to the Work involved. In such case, the Contractor will submit, in form prescribed by the Engineer, an itemized cost breakdown together with supporting data. The maximum percentage which shall be allowed for Contractor's combined overhead and profit shall be as follows:
- i) For all such Work done by his own organization, the Contractor may add up to fifteen percent (15%) of his actual net increase in costs, and
- ii) For all such Work done by Subcontractors, each Subcontractor may add up to ten percent (10%) of his actual net increase in costs for combined overhead and profit, and the Contractor may add up to five percent (5%) of the Subcontractor's net increase in costs for his combined overhead and profit. No overhead or profit shall be allowed on costs incurred in connection with premiums for public liability insurance or otherwise special insurance directly related to such Work.
- iii) When determining the amount of credit to the Town for any change which results in a decrease in costs, said credit will be determined by the Engineer. The actual cost of the Work described above minus any credits shall be the net increase in costs used to determine combined overhead and profit.

CONTROL OF WORK AREA

GENERAL HOUSEKEEPING

The Contractor will keep the Work area free from accumulations of waste materials, rubbish and other debris resulting from the Work and shall legally dispose of same. At the completion of the Work, he will remove all waste materials, rubbish and debris from and about the premises and legally dispose of same. All tools, construction equipment and machinery, and surplus materials shall also be removed from and about the premises. The Contractor shall leave the site clean and ready for occupancy by the Town.

DUST CONTROL

During the progress of the Work, the Contractor shall conduct his operations and maintain the area of his activities so as to minimize the creation and dispersion of dust. If the Town determines that it is necessary to use water or calcium chloride for more effective dust control, the Contractor shall furnish and spread the materials, as directed. If there is no direct method of payment specified elsewhere in the contract documents, this Work will be performed without additional compensation.

MAINTENANCE OPERATIONS

The Contractor must accommodate routine and emergency maintenance operations performed by the Town (i.e. refuse pickup, leaf collection, snow plowing, etc.) within the Work area.

TEMPORARY ACCESS TO AREA MERCHANTS, BUSINESSES, AND RESIDENCES

Access to all businesses and residences within the project limits must be maintained at all times. The Contractor shall coordinate his/her work, provide safe and ready means of ingress and egress to all stores and shops, public and private professional offices, and any other businesses or residences in the project area, both day and night, for the duration of the project. As required by the Engineer, the Contractor shall install and maintain temporary ramps at driveways. If there is a lump sum bid price for the Maintenance and Protection of Traffic, the cost of installing, maintaining, and removing the temporary ramps shall be included in the lump sum price bid for Maintenance and Protection of Traffic. Otherwise, this Work will be performed without additional compensation.

COORDINATION

WITH OTHER WORK

The Town may award other contracts in the vicinity of the Work which may proceed simultaneously with the execution of this Contract. The Contractor shall perform his Work, causing as little interference with other Contractors, so far as circumstances will permit. The Contractor shall afford other Contractors reasonable opportunity for the introduction and storage of their materials and the execution of their Work, and shall properly connect and coordinate his Work with theirs.

Wherever Work being done by the Town of East Hartford's forces, or by other Contractors, is contiguous to Work covered by this Contract, the respective rights of the various interests involved shall be established by the Engineer, to secure the completion of the various portions of the Work in general harmony.

WITH UTILITY COMPANIES

At least two full days before, (excluding Saturdays, Sundays and holidays) but not more than thirty days prior to commencing excavation, the Contractor shall call the telephone number 1-800-922-4455 (Call Before You Dig) to allow notification of utilities. The Contractor shall be responsible for coordinating his own work and that of his Subcontractors with any and all utilities in the work area.

Where the Engineer determines that the relocation or adjustment of public or private utilities is dependent upon the performance of certain contract requirements, the Contractor shall perform these operations within a reasonable length of time.

The Contractor shall schedule his operations in such a manner as to minimize interference with the operation of the forces of utility companies or the Town in effecting the installation of new facilities as shown on the plans or relocation of their existing facilities. The Contractor shall consider in his bid all permanent and temporary utility appurtenances, in their present or relocated positions, and installation of new facilities as required for the project. No additional compensation will be made for delays, inconvenience or damage sustained by the Contractor due to interference from the above-noted utility appurtenances or the operation of installing or moving the appurtenances.

The Contractor shall be responsible to support all utility poles in the vicinity of excavations necessary to perform Work under this project. The Contractor must obtain all approvals required by the custodian of the utility pole, and coordinate all Work. There will be no direct payment for the support of utility poles.

DEFINITIONS

Wherever used in these General Conditions or in the other Contract Documents, the following terms shall have the meanings, which shall be applicable to both the singular and plural thereof:

<i>Bid</i>	The offer or proposal of the Bidder submitted on the prescribed form Setting forth the lump sum and/or unit prices for the Work to be performed.
<i>Bidder</i>	Any person, firm or corporation submitting a Bid for Work.
<i>Bonds</i>	Instruments and security for bid, performance, labor and materials payment bonds and other purposes, furnished by the Contractor and his surety in accordance with the Contract Documents.
<i>Change Order</i>	A written order to the Contractor signed by the Director of Public Works, or his duly authorized agent, issued after execution of the Contract authorizing an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time.
<i>Contract</i>	The written Contract between the Town of East Hartford (hereinafter Referred to as “the Town”) and the Contractor covering the Work to be Performed, including the Contractor’s Bid and bonds.
<i>Commencement Date</i>	The date on which the Contractor is directed to commence work, as indicated in the written Notice to Proceed.
<i>Contract Documents</i>	The signed Contract, executed bid bond, performance bond, labor and materials payment bond, Notice of Award, Notice to Proceed, Contract Drawings and Specifications, and Modifications.
<i>Contract Drawings</i>	The drawings and plans which show the character and scope of the Work to be performed and which have been prepared and/or approved by the Engineer and are referred to in the Contract Documents.
<i>Contract Price</i>	The total monies payable to the Contractor under the Contract Documents.
<i>Contract Specifications</i>	The Invitation to Bid, Standard Instructions to Bidders, Instructions For Construction And/Or Labor Service Bids, Insurance Requirements, Form of General Bid, Bid Proposal Sheets, Qualifications of Bidders, Contract, Addenda (whether issued prior to the opening of Bids or the execution of the Agreement), Performance Bond Form, General Conditions, Notices to Contractor, Technical Specifications, Appendices and Exhibits,
<i>Contract Time</i>	The number of days stated in the Contract Documents for the completion of the Work.

GENERAL CONDITIONS: DEFINITIONS

<i>Contractor</i>	The person, firm or corporation with whom the Town has executed the Contract.
<i>Day</i>	A calendar day of twenty-four (24) hours measured from midnight to the next midnight.
<i>Engineer</i>	Wherever in the Contract Documents the word “Engineer” is used it shall be understood as referring to the Director of Public Works acting personally or through a duly authorized representative.
<i>Field Modification</i>	A directive, usually verbal, for a minor change or alteration in the Work that causes not increase in Contract Price or extension of Contract Time.
<i>Field Order</i>	A written directive for a change or alteration in the Work that is the result of a difference in condition between that shown on the Contract Drawings and that found in the field.
<i>Furnish, Install, etc.</i>	The terms “furnish,” “install,” “construct,” “furnish and install,” or any similar term contractions, unless specifically noted to the contrary, shall include all materials, equipment, tools, labor, light, power, transportation and any other incidentals required for the completion of the Work.
<i>Inspector</i>	The authorized representative of the Engineer or Town who is assigned to the Project or any parts thereof.
<i>Modification</i>	1) A Field Modification; 2) A Field Order; 3) A Change Order; 4) A written clarification or interpretation issued by the Engineer.
<i>Notice of Award</i>	The written notice by the Town to the apparent successful Bidder stating that, upon compliance with the conditions stated and within the time specified, the Town will deliver the Contract to the Contractor for execution.
<i>Notice to Proceed</i>	Written notification by the Town to the Contractor indicating the date on which the Contractor is expected to commence Work.
<i>Project</i>	The entire construction to be performed as provided in the Contract Documents.
<i>Shop Drawings</i>	All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the Contractor, a Subcontractor, Manufacturer, Supplier or Distributor and which illustrate the material, equipment or some portion of the Work.

GENERAL CONDITIONS: DEFINITIONS

<i>Subcontractor</i>	An individual, firm or corporation having a direct contract with the Contractor or with any other Subcontractor for the performance of a part of the Work at the site.
<i>Substantial Completion</i>	The date, as certified by an Engineer, when the construction of the Project or a specified part thereof is sufficiently completed in accordance with the Contract Documents, so that the Project or specified part can be utilized for the purposes for which it was intended.
<i>Work</i>	Any and all obligations, duties and responsibilities necessary to the successful completion of the Project assigned to or undertaken by the Contractor under the Contract Documents, including the furnishing of all materials, equipment, tools, labor and other incidentals necessary to complete the Work.

GENERAL CONDITIONS: DEFINITIONS

ENGINEER'S CONTROL

In the performance of the Work, the Contractor shall abide by all orders, directions and requirements of the Engineer and shall perform all Work to the satisfaction of the Engineer and, at such time and places, by such methods and in such manner and sequence as he may require. The Engineer shall determine the amount, quality, acceptability and fitness of all parts of the Work, shall interpret the Contract Documents and modifications and shall decide all other questions in connection with the Work.

The enumeration herein, or elsewhere in the Contract Documents, of particular instances in which the opinion, judgment, discretion or determination of the Engineer shall control, or in which Work shall be performed to his satisfaction or subject to his approval or inspection, shall not imply that only matters similar to those enumerated shall be so governed and performed but, without exception, all the Work shall be governed and so performed.

The Town shall issue all communications to the Contractor through the Engineer.

The Engineer will not be responsible for the Contractor's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto; and he will not be responsible for the Contractor's failure to perform the Work in accordance with the Contract Documents.

The Engineer will not be responsible for the acts or omissions of the Contractor or any Subcontractors, or any of his or their agents, servants or employees, or any other persons at the site or otherwise performing any of the Work.

AUTHORITY AND DUTIES OF THE INSPECTOR

Inspectors employed by the Town shall be authorized to inspect all Work done and material furnished. Such inspection may extend to all or any part of the Work and to the preparation or manufacture of the materials to be used. In case of any dispute arising between the Contractor and the Inspector as to materials furnished or the manner of performing the Work, the Inspector shall have authority to reject material or suspend the Work until the question at issue can be referred to and decided by the Engineer. The Inspector shall not be authorized to revoke, alter, enlarge, relax or release any requirements of the Contract Drawings and Specifications, nor to approve or to accept any portion of the Work, nor issue instructions contrary to the Contract Drawings and Specifications. The Inspector shall in no case act as foreman or perform other duties for the Contractor, or interfere with the management of the Work by the latter. Any advice which the Inspector may give the Contractor shall in no circumstance be construed as binding the Town in any way nor releasing the Contractor from fulfillment of the terms of the Contract.

INSPECTION

All materials and each part or detail of the Work shall be subject at all times to inspection by the Engineer. The Engineer shall be allowed access to all parts of the Work and shall be furnished with such information and assistance by the Contractor as the Engineer deems necessary to make a complete, detailed and timely inspection.

The Contractor shall always notify the Engineer of its intention to perform work on the Project, including notice of the particular work it intends to perform, at least 24 hours before the Contractor commences that work. The Engineering Division can be reached between 8:30 a.m. and 4:30 p.m. at (860) 291-7380.

The Contractor shall be responsible for coordinating his/her Work with the Engineer at all times. In instances when it shall be necessary to utilize Department inspectors during other than normal Department working hours, the Contractor shall make payment to the Town of East Hartford for such use. Normal working hours for the Department are from 8:30 a.m. to 4:30 p.m. daily, Monday through Friday, excluding holidays. Payment will be made in accordance with the following:

1. For each Department employee utilized by the Contractor, the Town shall receive the standard overtime rate paid to the employee by the Department.
2. In the event a Department employee is called out after the end of normal working hours, minimum payment to the Town by the Contractor for each Department employee utilized shall be at the standard overtime rate for a period no less than four (4) hours. Payment for overtime that is a continuation of the normal working day shall be at the standard overtime rate for the actual hours worked. There will be no charge for use of Department personnel during normal working hours for services provided by the Department.

ACCESS TO THE WORK

The Contractor shall provide the Engineer and his representatives safe access to the Work at all times. The Contractor will provide proper facilities for such access and observation of the Work and also for any inspection or testing thereof by others.

If any Work is covered contrary to the request of the Engineer, it must, if requested by the Engineer, be uncovered for his observation and replaced at the Contractor's expense.

If any Work has been covered which the Engineer has not specifically requested to observe prior to its being covered, or if the Engineer considers it necessary or advisable that covered Work be inspected or tested by others, the Contractor, at the Engineer's request, will uncover, expose or otherwise make available for observation, inspection or testing as the Engineer may require, that portion of the Work in question, furnishing all necessary labor, material and equipment.

If it is found that such Work is defective or does not meet the requirements of the Contract Documents, the Contractor will bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, including compensation for additional professional services, and an appropriate Change Order shall be issued deducting all such costs from the Contract Price. If, however, such Work is found to be non-defective and meets the requirements of the Contract Documents, the Contractor will be allowed an increase in the Contract Price or extension of the Contract Time directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction if he makes a claim therefore as provided hereafter.

INTENT OF CONTRACT DOCUMENTS

It is the intent of the Contract Drawings and Specifications to describe a functionally complete Project to be constructed in accordance with the Contract Documents. The Contract Documents comprise the entire Contract between the Town and the Contractor, and any prior oral representations are null and void. The Contract may be altered only by a modification.

The Contract Documents are complementary; what is called for by one is as binding as if called for by all. If the Contractor finds a conflict, error or discrepancy in the Contract Documents, he will call it to the Engineer's attention in writing before proceeding with the Work affected thereby. Figure dimensions on drawings shall govern over scale dimensions and detailed drawings over general drawings. Any Work that may reasonably be inferred from the Contract Drawings and Specifications as being required to produce the intended result shall be supplied whether or not it is specifically called for. Work, materials or equipment described in words which so applied have a well-known technical or trade meaning shall be deemed to refer to such recognized standards. The Contractor assumes full responsibility for having familiarized himself with the nature and extent of the Contract Documents, Work, locality, and local conditions that may in any manner affect the Work to be done.

The captions which have been used in these Contract Documents are for convenience only and should not be construed to define or limit the meaning and intent of the paragraphs to which the captions apply.

State of Connecticut Department of Transportation Standard Specifications for Roads, Bridges, and Incidental Construction, Form 816, dated 2004, including the latest supplemental, referred to herein as the "Standard Specifications," are incorporated into the Work of this Contract by reference and shall be made a part of these Contract Documents with regard to the method and manner of performing the Work, or the quantities and qualities of materials to be furnished under the Contract. With the exception of: (1) extra work requested in writing by the Town or (2) extra work caused by unforeseen conditions, only items listed in the Bid Proposal Sheets shall be measured for payment. References to "State" contained within Form 816, shall be understood to mean "Town".

The quantities of work as listed in the Proposal Estimate Bid Sheet are to be used for comparison bidding. The quantities in all items of work may differ from the actual quantities of work listed due to actual field locations and conditions.

LAYOUT OF WORK

Unless otherwise stated in the “Notice to Contractor” section of these Specifications, the Contractor shall be responsible for the layout and staking of all the Work. Staking shall be performed by a Professional Land Surveyor (PLS) licensed in the State of Connecticut. All stakes shall be maintained as necessary to complete and inspect the Work. The Contractor shall maintain baseline stakes and/or critical control necessary for the Engineer to verify the accuracy of the Work.

LEGAL REQUIREMENTS

TOWN'S RIGHT TO STOP OR SUSPEND WORK

If the Work is defective, or the Contractor fails to supply sufficient skilled workmen or suitable materials or equipment, or if the Contractor fails to make prompt payments to Subcontractors for labor, materials or equipment, or if the Contractor fails to comply with Federal laws or regulations, then the Town may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated.

In addition, the Town may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety (90) days by notice in writing to the Contractor which shall fix the date on which Work shall be resumed. The Contractor will resume the Work on the date so fixed. The Contractor will be allowed an extension of the Contract Time directly attributable to any suspension if he makes a claim therefore as provided in the General Conditions.

TOWN'S RIGHT TO TERMINATE

Town may, without prejudice to any other right or remedy and after giving the Contractor and his Surety seven (7) days written notice, terminate the services of the Contractor and take possession of the Project if:

1. the Contractor is adjudged bankrupt or insolvent, or
2. the Contractor makes a general assignment for the benefit of his creditors, or
3. a trustee or receiver is appointed for the Contractor or for any of his property, or
4. the Contractor files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws, or
5. the Contractor repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or
6. the Contractor repeatedly fails to make prompt payments to Subcontractors or for labor, materials or equipment, or
7. the Contractor disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction, or
8. the Contractor disregards the authority of the Engineer, or
9. the Contractor otherwise violates any provision of the Contract Documents

Where the Contractor's services have been so terminated by the Town, said termination shall not affect any rights of the Town against the Contractor, either existing or which may accrue in the future. Any retention or payment of monies by the Town due the Contractor will not release the Contractor from liability.

Upon seven (7) days written notice to the Contractor, the Town may, without cause and without prejudice to any other right or remedy, elect to abandon the Project and terminate the Contract. In such case, the Contractor shall be paid for all Work completed and any expense sustained plus a reasonable profit.

WAIVERS OF CLAIMS AND CONTINUING OBLIGATIONS

The Contractor's obligation to perform the Work and complete the Project in accordance with the Contract Documents shall be absolute. Neither approval of any progress or final payment by the Engineer, nor any payment by the Town to the Contractor under the Contract Documents, nor any use or occupancy of the Project or any part thereof by the Town, nor any act of acceptance by the Town nor any failure to do so, nor any correction of faulty or defective Work done by the Town shall constitute an acceptance of any Work found not to be in full compliance with the requirements of the Contract Documents.

Neither the final payment nor any part of the retained percentage shall become due until the Contractor has delivered to the Engineer a complete release of all claims or liens arising out of this Contract or receipts in full in lieu thereof and, if required in either case, an affidavit that so far as he has knowledge or information, the release and receipts include all labor and materials for which a lien or claim could be filed. But, the Contractor may, if any Subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the Engineer to indemnify the Town against any claim or lien (in cases where such payment is not already guaranteed by surety bond).

If any claim or lien remains unsatisfied after all payments are made, the Contractor shall refund to the Town all monies that the latter may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee.

MATERIALS

GENERAL

The Contractor will provide and pay for all materials, equipment, tools, labor, transportation, construction equipment and machinery, appliances, fuel, power, light, heat, telephone, water and sanitary facilities and all other facilities and incidentals necessary for the execution, testing, initial operation and completion of the Work.

Unless otherwise specified, all materials and equipment incorporated in the Work shall be new. If required by the Engineer, the Contractor will furnish satisfactory evidence as to the kind and quality of materials and equipment.

All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator or processors, except as otherwise specifically provided in the Contract Documents.

“OR EQUAL” CLAUSE

Wherever in these Contract Documents a particular brand, make of material, device or equipment is shown or specified and followed by the clause "or equal," such brand, make of material, device or equipment specified shall be regarded as the standard, and shall not preclude the furnishing of items other than those specified where the quality, use and serviceability of the substitute is determined by the Engineer to be the same or equal of the standard. If the clause “or equal” is not used, the particular brand, make of material, device or equipment specified shall be provided.

SHOP DRAWINGS AND SAMPLES

After checking and verifying all field measurements, the Contractor will submit to the Engineer for approval, in accordance with the accepted schedule of Shop Drawing submissions, five (5) copies (or at the Engineer's option, one (1) reproducible copy) of all Shop Drawings, which shall have been checked by and stamped with the approval of the Contractor and identified as the Engineer may require. The data shown on the Shop Drawings will be complete with respect to dimensions, design criteria, materials of construction, manufacturer's certificates and the like to enable the Engineer to review the information as required.

The Contractor will also submit to the Engineer for approval, with such promptness as to cause no delay in Work, all samples required by the Contract Documents. All samples will have been checked by and stamped with the approval of the Contractor, identified clearly as to material, manufacturer, any pertinent catalog numbers and the use for which intended.

At the time of each submission, the Contractor will, in writing, call the Engineer's attention to any deviations that the Shop Drawing or sample may have from the requirements of the Contract Documents.

The Engineer will review, with reasonable promptness, Shop Drawings and samples, but his review shall be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents. The approval of a separate item as such will not indicate approval of the assembly in which the item functions. The Contractor will make any corrections required by the Engineer and will return the required number of corrected copies of Shop Drawings and resubmit new samples until approved. The Contractor shall direct specific attention in writing or on resubmitted Shop Drawings to revisions other than the corrections called for by the Engineer on previous submissions.

No Work requiring a Shop Drawing or sample submission shall commence until the submission has been approved by the Engineer.

The Engineer's approval of Shop Drawings or sample shall not relieve the Contractor from his responsibility to comply with the requirements of the Contract Documents, unless the Contractor has in writing called the Engineer's attention to such deviations at the time of submission and the Engineer has given written approval to the specific deviation, nor shall any approval by the Engineer relieve the Contractor from responsibility for errors or omissions in the Shop Drawings.

CONNECTICUT SALES AND USE TAX

Materials and equipment purchased for installation in this project will be exempt from the Connecticut Sales and Use Tax under the Connecticut Education, Welfare and Public Health Tax Act. Each Bidder shall take this exemption into account in calculating his bid for the Work.

SURPLUS EXCAVATED MATERIALS

All surplus excavated material shall become the property of the Contractor, except where otherwise specifically noted in the Contract Documents or required for other portions of the Work as directed by the Engineer. The Contractor shall remove and dispose of such surplus material not required for other portions of the job and legally dispose of same.

PERMITS

GENERAL

Permits, fees, and licenses, necessary for the prosecution of the Work shall be secured and paid for by the Contractor. Such permits, licenses, etc., shall be obtained by the Contractor prior to performing any Work and shall include, but not be limited to, water and sewer permits (MDC), building permits, driveway and sidewalk permits, excavation permits, and Connecticut Department of Transportation Encroachment permits.

The Contractor will give all notices and comply with all laws, ordinances, rules and regulations applicable to the Work. If the Contractor observes that the Contract Drawings and Specifications are at variance therewith, he will give the Engineer prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate modification. If the Contractor performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Engineer, he will bear all costs arising there from.

DRIVEWAY AND SIDEWALK PERMIT

For any Work within the Town right-of-way, on Town properties, or within the State highway right of way (for sidewalks only), the Contractor shall obtain a license and permit from the East Hartford Department of Public Works for the project. The license requires submission of a separate insurance certificate, a \$10,000 bond, and a hold harmless agreement. Licenses expire on December 31 of the year of issue. The Contractor is required to pay a \$35.00 license fee. Once the license has been obtained, the Contractor shall apply for a permit for this project. The \$50.00 permit fee will be waived for this project.

WATER AND SEWER PERMIT

Prior to any construction involving or impacting facilities owned and/or operated by the Metropolitan District Commission (MDC), the Contractor must obtain all necessary permits pertinent to the work being performed.

BUILDING PERMITS

Certain work including, but not limited to, retaining wall construction and electrical work, requires a building permit. The Contractor shall secure building permit(s) for such work at the Town of East Hartford Inspections and Permits Department. Unless otherwise noted in a "Notice to Contractor", the Town's portion of the permit fee will be waived. The Contractor will be required to pay the State of Connecticut portion of any building permit. Contact the Inspections and Permits office at 860-291-7345 for building permit information.

SPECIAL PERMITS

Some projects require special approval(s) from the Town of East Hartford Planning and Zoning Commission, the State of Connecticut Department of Environmental Protection (DEP), the United States Army Corps of Engineers or any other agency with jurisdictional rights. In most of these cases, separate plans have been approved and are on file. Any specific permit approval(s) by another agency or commission will be identified in the “Notice to Contractor” section of these Specifications. If such permits are identified, then the approved permit plans are hereby made part of the Contract Documents and the Contractor represents that he/she is fully aware of all the requirements of the permit and his/her intention to comply with such requirements.

PRELIMINARY MATTERS

PRECONSTRUCTION MEETING

Prior to any construction, a preconstruction meeting will be held to review schedules, to establish procedures for handling Shop Drawings and other submissions, to review the procedures for processing Applications for Payment, and to establish a working understanding between the parties with respect to the Project. Representatives from the Contractor shall be at a minimum the Project Manager and a representative from each major subcontractor.

KNOWLEDGE OF PROJECT

The Contractor represents that he has familiarized himself with, and assumes full responsibility for having familiarized himself with the nature and extent of the Contract Documents, Work, locality and with all local conditions and Federal, State and local laws, ordinances, rules and regulations that may in any manner affect performance of the Work, and represents that he has correlated his study and observations with the requirements of the Contract Documents. Contractor also represents that he has studied all surveys and investigation reports of subsurface and latent physical conditions referred to in the Contract Documents, and made such additional surveys and investigations as he deems necessary for the performance of the Work at the Contract Price, in accordance with the requirements of the Contract Documents, and that he has correlated the results of all such data with the requirements of the Contract Documents. In addition, the Contractor represents that he has contacted all utility companies or contractors who may be doing work in the Project area to insure that their activities and schedules have been taken into account when planning his own Work.

COPIES OF DOCUMENTS

The Town will furnish the Contractor up to three (3) copies of the Contract Drawings and Specifications for the execution of the Work. Additional copies will be furnished, upon request, at the cost of reproduction.

PROGRESS PAYMENTS

Not more often than once a month, the Contractor will submit to the Engineer for review an Application for Payment, signed by the Contractor and notarized, covering the Work completed as of the date of the Application and supported by such data as the Engineer may reasonably require. Application for Payment shall be made on the form provided. There will be no payment for materials on order or stored on-site. The amount paid the Contractor shall be the amount due less five percent (5%) retainage.

The Contractor warrants and guarantees that title to all Work, materials and equipment covered by an Application for Payment, free and clear of all liens, claims, security interests and encumbrances, will have passed to the Town prior to the making of the Application for Payment,; and that no Work, materials or equipment covered by an Application for Payment will have been acquired by the Contractor or by any other person performing the Work at the site or furnishing materials and equipment for the Project, subject to an agreement under which an interest therein or encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other person. Said warranty and guarantee shall be indicated on each Application for Payment.

The Engineer will, within ten (10) days after receipt of each Application for Payment, either present the Application to the Finance Department for processing, or return the Application to the Contractor indicating in writing his reasons for refusing to approve payment. In the latter case, the Contractor may make the necessary corrections and resubmit the Application.

The Town will, within thirty (30) working days of receipt of an approved Application for Payment, pay the Contractor the amount approved by the Engineer.

PROSECUTION AND PROGRESS

It is hereby understood and mutually agreed, by and between the Contractor and the Town, that the date of beginning and the time for completion, as specified in the Contract of the Work to be done hereunder are essential conditions of this 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 insure full completion thereof within the time specified. It is expressly understood and agreed, by and between the Contractor and the Town, that the time for the 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 shall neglect, fail or refuse to complete the Work within the time herein specified, or any proper extension thereof granted by the Town, then the Contractor does hereby agree, as a part consideration for the awarding of this Contract, to pay to the Town the amount specified in the Bid Proposal, not as a penalty but as liquidated damages for such 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 said amount is fixed and agreed upon by and between the Contractor and the Town because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Town would in such event sustain, and said amount is agreed to be the amount of damages which the Town would sustain.

It is further agreed that time is of the essence of each and every portion of the Contract Documents 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 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 delay in completion of Work is due:

- (1) To any preference, priority or allocation order duly issued by the Government;
- (2) To unforeseeable cause beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God, or of the public enemy, acts of the Town, acts of another Contractor in the performance of a Contract with the Town, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; and,
- (3) To any delays of Subcontractors or suppliers occasioned by any of the causes specified in subsections (1) and (2) above.

If, in the opinion of the Town, the Contractor is not executing the Work at a sufficient rate of progress, so as to finish in the time specified, or has abandoned said Work or is not complying with the terms and stipulations of the Contract Documents the Town may exercise their rights to either stop or suspend the Work or terminate the services of the Contractor.

CHANGES TO CONTRACT TIME

The Contract Time may only be changed by a Change Order. If the Contractor is entitled by the Contract Documents to make a claim for an extension in the Contract Time, his claim shall be in writing delivered to the Engineer within fifteen (15) days of the occurrence of the event giving rise to the claim.

The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of the Contractor if he makes a claim therefore as provided in paragraph above. Such delays shall include, but not be restricted to, acts of neglect by any separate Contractor employed by the Town, fires, floods, labor disputes, epidemics, abnormal weather conditions, or acts of God.

All time limits stated in the Contract Documents are of the essence of the Contract. The provisions of this article shall not exclude recovery for damages (including compensation for additional professional services) for delay by either party.

It is the Contractor's responsibility to notify his Surety of any extension in the Contract Time. The Contractor will furnish proof of consent by the Surety to any such extension. The Contractor will indemnify and save harmless the Town from all damages, losses and expenses, including attorneys fees incurred by the Town as a result of denial of liability or delay of performance by the Contractor's Surety with respect to any changes in the Work as herein provided.

PROJECT SCHEDULE

Within ten (10) days after the execution of the Contract, the Contractor shall submit to the Engineer for approval a project schedule identifying the major activities associated with the project, the order and connectivity of such activities, critical milestone dates, and a schedule of Shop Drawing submissions. The schedule should identify work being performed by subcontractors. No schedule will be approved that shows any activities beyond the allotted contract time for the project. The Contractor shall update the schedule as necessary as the project progresses.

WINTER SHUTDOWN

If the time specified for completion of the Project, with time extensions, is due to expire after November 15TH, then contract time will not be charged during a winter shutdown period between November 15TH and April 1ST. The Contractor will not be allowed to work during the winter shutdown (other than maintaining the project area) without the approval of the Engineer. Prior to a winter shutdown, the Contractor and the Town shall meet to discuss the Contractor's procedures for preparing the Work area for a winter shutdown. No additional compensation will be paid for demobilization, remobilization, or other costs associated with a winter shut down but these costs shall be included in the general cost of the Work.

If the time specified for completion of the Project, with time extensions, is due to expire before November 15TH and the Project is not completed before November 15TH, then the time charged to the Contractor will continue to run through the winter shutdown period.

RENTSCHLER FIELD STADIUM EVENTS SCHEDULE

For projects in close proximity to Rentschler Stadium, it is imperative that the Contractor secure the work area prior to any scheduled day or evening events. The Contractor shall provide for safe vehicular and pedestrian travel through the work zone during these events. A schedule of upcoming stadium events is available online at:

<http://www.rentschlerfield.com/events.cfm>.

PROTECTION

In general, the Contractor shall protect all existing features, public or private, within or adjacent to the Work area that is not called out to be removed or replaced.

EXISTING MONUMENTATION

The Contractor shall be responsible for the protection and replacement of all survey markers, streetline monuments, and private property markers. Any survey markers, streetline monuments or private property markers disturbed or destroyed during construction will be replaced at the Contractor's own expense. Work must be performed by a Land Surveyor licensed in the State of Connecticut.

CONTRACT WORK

The Contractor shall protect his Work so as to prevent damage and/or vandalism to newly poured sidewalks and other concrete surfaces. Any newly poured sidewalks or ramps which are damaged or defaced shall be promptly repaired or replaced at the Contractor's expense. Determination to repair or replace will be at the sole discretion of the Engineer.

TREES AND SHRUBS

The Contractor will take precautionary measures to protect all public and private trees or shrubs remaining within or adjacent to the Project area. This also includes protection of root systems that may become damaged due to the excavation activities near or adjacent to vegetation designated to remain.

The Contractor shall be fully responsible for compensation, repair, or replacement of any damaged tree or shrub because of neglect by the Contractor or any of his/her assigned Subcontractors.

UTILITIES

All existing utilities shall be protected and supported according to the specific utility company's requirements. It is the Contractor's sole responsibility to coordinate and communicate with the utility company in question.

TRAFFIC CONTROL FACILITIES

The Contractor's attention is called to the fact that there are underground traffic control facilities (e.g. loop detectors) at various intersections in the Town of East Hartford. Should these facilities become damaged during the course of the Work, the Contractor will be responsible for replacement of the equipment in accordance with the current Connecticut DOT installation standards. Splicing of the detector loops will not be permitted. Replacement of traffic control equipment will be at the Contractor's expense.

PRIVATE PROPERTY

The Contractor will confine his activities to properties owned by the Town or road right-of-way (State- or Town-owned), as indicated on the drawings. Any claims for damage to private property as a result of the Contractor's operations, or lack of protective measures to prevent such damage, will be forwarded directly to the Contractor for resolution. For each claim, the Contractor shall provide to the Town evidence that the claim has been resolved. The Town will not release final retainage for any project where there are any unresolved claims.

PUBLIC CONVENIENCE

The Contractor shall conduct the Work at all times in such a manner as to ensure the least possible obstruction to both vehicular and pedestrian traffic. All equipment and materials shall be placed or stored in such a way and in such locations as will not create a hazard to the general public.

The Contractor shall notify residents and businesses in writing at least 24 hours in advance of any Work which will impact access to their property. Work shall be coordinated such that no residential or commercial driveway access is fully closed at any time.

Work shall be coordinated such that it does not leave any excavated area open for more than one day without prior approval of the Engineer.

The Contractor shall provide such barricades, signs, warnings, flagmen and shall conduct his Work in such a manner so that hazards to vehicular and pedestrian traffic are at a minimum. If, in the opinion of the Engineer or other Town Public Safety Authorities, additional precautions or measures should be taken in the interest of public safety, the Contractor shall so comply promptly.

If the Contractor finds it necessary to close a portion of the road to vehicular traffic, then a Road Closure permit shall be obtained from the Engineer and the Chief of the East Hartford Police Department. The Contractor shall notify the Fire Department and any other concerned agencies of such road closing. Access shall be provided at all times to fire hydrants and precautions shall be taken to prevent freezing of any exposed or partially uncovered water lines.

RECORD DRAWINGS

The Contractor shall keep one (1) record copy of all Contract Specifications, Contract Drawings, Addenda, Modifications and Shop Drawings at the site in good order and annotated to show all changes made during the construction process. These shall constitute the Record Drawings for the Project, be available to the Engineer at any time and shall be delivered to him upon completion of the Work.

SAFETY

The Contractor shall comply with all requirements of the Occupational Safety and Health Act (OSHA), applicable laws, building and construction codes. Prior to any Construction, the Contractor shall provide the name of his/her "competent person" who is responsible for project safety.

The Contractor shall furnish to the Engineer a report in duplicate on each accident on the Project or related to the prosecution of the Project which involves personal injury requiring medical treatment or which causes an employee's loss of work time. The Contractor shall also furnish to the Engineer a report in duplicate regarding any accident involving public liability or property damage in connection with the Project.

At all times, the Contractor shall protect his/her work from the motoring or walking public. It will be the Contractor's responsibility to supply and utilize flagmen or Town Police personnel, barricades, signs, drums, cones, etc. throughout the construction. Any sidewalk left excavated at the end of the work shift shall be cordoned off and properly signed to restrict pedestrian access.

The Contractor shall utilize OSHA approved safety caps on all pins or other protruding metal used for sidewalk forms.

Prior to any construction involving trenching and/or shoring, the Contractor shall provide the Town one copy of its "Trenching and Shoring" safety plan.

If any of the Work requires any person to enter into a confined space as defined by OSHA, the Contractor shall submit to the Town a copy of its "Confined Space Entry" procedures.

The Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. He will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to:

- (1) All employees on the Work and other persons who may be affected thereby.
- (2) All the Work and materials or equipment to be incorporated therein, whether in storage on or off the site, and
- (3) Other property at the site or adjacent thereto, including but not limited to trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

The Contractor shall take all proper precautions to protect existing access to properties from injury or unnecessary interference. He shall provide proper means of access to any property where the existing access is cut off by the Contractor. The Contractor shall take all proper precautions to protect persons from injury or unnecessary inconvenience and leave an unobstructed way along the public and private places for travelers, vehicles, and for access to hydrants.

No materials or other obstruction shall be placed within fifteen (15) feet of any fire hydrant which, at all times, must be readily accessible to the Fire Department.

The Contractor will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. The Contractor shall provide and maintain all necessary flagmen, barricades, red lights and warning signs and take all necessary precautions for the protection of the public. He shall continuously maintain adequate protection of all Work from damage, and shall take all reasonable precautions to protect the Town from injury or loss arising in connection with this Contract. He shall make good any damage or injury to his Work or to the property of the Town resulting from lack of reasonable protective precautions, except such as may be due to errors in the Contract Documents, or caused by agents or employees of the Town. He shall adequately protect adjacent private and public property, as provided by law and the Contract Documents. He will notify owners of adjacent utilities when prosecution of the Work may affect them. When the use or storage of explosives or other hazardous materials is necessary for the prosecution of the Work, the Contractor will exercise the utmost care and will carry on such activities under the supervision of properly qualified personnel. All damage, injury or loss to any property referred to in the above paragraphs caused, directly or indirectly, in whole or in part, by the Contractor, Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, will be remedied by the Contractor, except damage or loss attributable to the fault of the Contract Drawings or Specifications or to the acts or omissions of the Town or anyone employed by the Town or for whose acts the Town may be liable, and not attributable to the fault or negligence of the Contractor.

In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the Contractor, without special instruction or authorization from the Town, is obligated to act, at his discretion, to prevent threatened damage, injury or loss. He will give the Engineer prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby, and a Change Order shall thereupon be issued covering the changes and deviations involved.

SUBCONTRACTS

Prior to the execution and delivery of the Contract, the Contractor will submit to the Engineer for acceptance the following:

- (1) a list of all Subcontractors;
- (2) a list of such other persons or organizations proposed to perform portions of the Work, including those who are to furnish materials or equipment fabricated to a special design.
- (3) a percentage breakdown based on Contract Unit prices proving that the prime contractor's workforce will be completing at least 50% of the contract Work.

Prior to the execution and delivery of the Contract, the Engineer will notify the successful Bidder in writing if the Engineer, after due investigation, has reasonable objection to any Subcontractor, person or organization on such list. The failure of the Engineer to make objection to any Subcontractor, person or organization on the list prior to the execution and delivery of the Contract shall constitute an acceptance of such Subcontractor, person or organization but shall not constitute a waiver of any right of the Engineer to reject defective Work, material or equipment not in conformance with the requirements of the Contract Documents.

The Contractor will be fully responsible for all acts and omissions of his Subcontractors and of persons directly or indirectly employed by them, and of persons for whose acts any of them may be liable to the same extent that he is responsible for the acts and omissions of persons directly employed by him. Nothing in the Contract Documents shall create any contractual relationship between any Subcontractor and the Town, or the Engineer or any obligation on the part of the Town or the Engineer to pay or to see to the payment of any monies due any Subcontractor, except as may otherwise be required by law.

The Contractor shall specifically bind every Subcontractor to all of the applicable terms and conditions of the Contract Documents. Every Subcontractor, by undertaking to perform any of the Work, will thereby automatically be deemed to be bound by such terms and conditions.

SUBSTANTIAL COMPLETION

Upon written notice from the Contractor that the Project is complete, the Engineer, as representative of the Town, will make an inspection with the Contractor, will notify the Contractor in writing of any particulars in which this inspection reveals that the Work is defective. The Contractor shall immediately make such corrections as are necessary to remedy such defects.

After the Contractor has completed any such corrections to the satisfaction of the Engineer and delivered all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection and other documents, all as required by the Contract Documents, the Town will issue a Certificate of Substantial Completion.

The Contractor may then make application for final payment. The final Application for Payment shall be accompanied by such supporting data as the Engineer may require, together with complete and legally effective releases or waivers (satisfactory to the Town) of all liens arising out of the Contract Documents and the labor and services performed and the material and equipment furnished there under. In lieu thereof and as approved by the Town, the Contractor may furnish receipts or releases in full; an affidavit of the Contractor that the releases and receipts include all material, equipment, tools and labor bills, and other indebtedness connected with the Work for which the Town or its property might in any way be responsible, have been paid or otherwise satisfied; and consent of the Surety, if any, to final payment. If any Subcontractor or supplier fails to furnish a release or receipt in full, the Contractor may furnish a bond satisfactory to the Town to indemnify it against any lien.

If, on the basis of his observation and review of the Work during construction, his inspection and his review of the final Application for Payment, all as required by the Contract Documents, the Engineer is satisfied that the Work has been completed and the Contractor has fulfilled all of his obligations under the Contract Documents, he will, within ten (10) days after receipt of the final Application for Payment, indicate in writing his approval of payment and present the Application to the Finance Department for processing. Otherwise, he will return the Application to the Contractor, indicating in writing his reasons for refusing to approve final payment, in which case the Contractor will make the necessary corrections and resubmit the Application.

Final payment shall be subject to two and one-half percent (2.5%) retainage. The remaining two and one-half percent (2.5%) will be payable in accordance with the Warranty of Work provisions stated herein. The Town will, within thirty (30) days of receipt of an approved final Application for Payment, pay the Contractor the amount approved by the Engineer.

SUBSURFACE UTILITIES

Subsurface information which may be contained in these Contract Documents has been developed from the best available records, the accuracy of which cannot be guaranteed. These locations are subject to possible errors in the source of the information; also, errors in transcription. The Contractor shall make certain of the exact location of mains, ducts, poles and services prior to excavation near utility lines. The Contractor shall cooperate fully with the various utilities and shall plan his Work so that least interference is caused for all parties concerned. The various utility companies will make all adjustments to their own lines except as otherwise shown on the Contract Drawings or detailed in the Contract Specifications. The Contractor shall give ample notice to "Call Before You Dig" so that existing lines can be marked in the field and adjustments made. If, in the course of construction, conditions are found which result in changes of alignment and/or delays necessitating the rescheduling of the Contractor's operation, such changes in alignment or rescheduling of operations shall not constitute the basis of a claim for extra payment. It is anticipated that the Contractor will provide for contingencies which may confront him during the execution of the Work in the preparation of his bid.

The Contractor shall support all utility lines uncovered due to trench excavation in accordance with the requirements of the specific utility company.

SUPERVISION

The Contractor will supervise and direct the Work efficiently and with his best skill and attention. He will be solely responsible for the means, methods, techniques, sequences and procedures of construction. Before undertaking the Work, he will carefully study and compare the Contract Documents and check and verify all figures shown thereon and all field measurements. He will at once report in writing to the Engineer any conflict, error or discrepancy which he may discover. The Contractor will be responsible to see that the finished Work complies accurately with the Contract Documents.

The Contractor will keep a Resident Superintendent, satisfactory to the Engineer, on the site at all times. The Superintendent shall not be replaced without the consent of the Engineer except under extraordinary circumstances. The Superintendent will be the Contractor's representative at the site and shall have authority to act on behalf of the Contractor. All communications given to the Superintendent shall be as binding as if given to the Contractor.

The Engineer will not be responsible for the acts or omissions of the Contractor, or any Subcontractors, or any of his or their agents, servants or employees, or any other persons performing any of the Work.

TESTING AND INSPECTION

If the Contract Documents, Engineer's instructions, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any Work to be specially inspected, tested or approved by someone other than the Contractor, the Contractor will give the Engineer timely notice of readiness therefore. The Contractor will furnish the Engineer the required certificates of inspection, testing, or approval. If the inspection is to be made by another authority other than the Engineer, the date fixed for such inspection shall be provided. All such tests will be in accordance with the methods prescribed by the American Society for Testing and Materials or such other applicable organization as may be required by law or the Contract Documents. If any such Work required so to be inspected, tested or approved is covered up without written approval or consent of the Engineer, it must, if directed by the Engineer, be uncovered for observation at the Contractor's expense. The cost of all such inspections, tests and approvals shall be borne by the Contractor unless otherwise provided.

Any Work which fails to meet the requirements of any such test, inspection or approval, and any Work which meets the requirements of any such test or approval but does not meet the requirements of the Contract Documents shall be considered defective. Such defective Work may be rejected, corrected or accepted as provided.

Neither observations by the Engineer nor inspections, tests or approvals by persons other than the Contractor, shall relieve the Contractor from his obligations to perform the Work in accordance with the requirements of the Contract Documents.

The Contractor shall notify the Town of East Hartford Engineering Division 24 hours prior to beginning any storm drainage, roadway preparation, paving, sidewalk, curbing, streetline monumentation, property corner pins, etc. to schedule inspections. The division can be reached between 8:30 a.m. to 4:30 p.m. Monday thru Friday at 1-860-291-7380.

WARRANTY OF WORK

The Contractor warrants and guarantees to the Town and the Engineer that all materials and equipment will be new unless otherwise specified, and that all Work will be of good quality and free from faults or defects and in accordance with the requirements of the Contract Documents and of any inspections, tests or approvals referred to in herein. All unsatisfactory Work, all faulty or defective Work and all Work not conforming to the requirements of the Contract Documents or of such inspections, tests or approvals shall be considered defective. Prompt notice of all defects shall be given to the Contractor. All defective Work, whether or not in place, may be rejected.

If required by the Engineer prior to the issuance of the Certificate of Substantial Completion, the Contractor will promptly, without cost to the Town and as required by the Engineer, either correct any defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by the Engineer, remove it from the site and replace it with non-defective Work. If the Contractor does not correct such defective Work or remove and replace such rejected Work within a reasonable time, all as required by written notice from the Engineer, the Town may have the deficiency corrected or the rejected Work removed and replaced. All direct or indirect costs of such correction or removal and replacement, including compensation for additional professional services, shall be paid by the Contractor and an appropriate Change Order shall be issued deducting all such costs from the Contract Price. The Contractor will also bear the expenses of making good all Work of others destroyed or damaged by his correction, removal or replacement of his defective Work.

Two and one-half percent (2.5%) of the total Contract Price shall be retained by the Town for a period of up to one (1) year after substantial completion of the Contract to allow appearance of any defect in materials and workmanship. Within this one (1) year period, the Contractor shall remedy any defective Work appearing and pay for any damages to other Work caused by such defective Work, or occasioned in correcting same. If the Town determines the defective Work creates a situation requiring immediate attention, the Town may have the defective Work removed and replaced. All direct and indirect costs, including compensation for professional services, will be paid by the Contractor. If an excessive amount of defective Work appears during the one (1) year period after the substantial completion, the Town, upon written notice to the Contractor, may extend the retainage period for an additional year. The Town will not release final retainage where there are any unresolved claims for the project.

SECTION 2

TECHNICAL SPECIFICATIONS

SECTION 00900 – SPECIAL CONDITIONS

1. SPECIAL CONDITIONS DEFINITIONS

A. Where the Specifications refer to Owner, this shall be construed to mean the Town of East Hartford, 740 Main Street, East Hartford CT, 06108. Its designated agent shall be referred to as the "Contracting Officer" in these specifications.

B. Contractor shall contact the Purchasing Department regarding site visit questions. Contact should be by telephone to:

Ms. Michelle Enman, Purchasing Agent
Purchasing Department
Town of East Hartford
Town Hall
740 Main Street, Lower Level
East Hartford, CT 06108
(860) 291-7270

C. Architectural questions on specifications and drawings are to be addressed to:

Mr. David Holmes, or Mr. Jason Pitts
Capital Studio Architects, LLC
1379 Main Street
East Hartford, CT 06108
Tel: (860) 289-3262
Fax: (860) 289-3163
Email: dholmes@capitalstudio.net, or jpitts@capitalstudio.net

3. SALES TAX

A. The Owner is exempt from Connecticut Sales Tax. Other fees assessed by the State of Connecticut may be passed through to the Contractor.

4. INSURANCE

A. No insurance shall be terminated by the Contractor without ten (10) days notice to the Owner.

B. All insurance companies shall be licensed and registered in the State of Connecticut.

5. INTERPRETATIONS OF DRAWINGS

A. Any questions or disagreements arising as to the true intent of this specification or the drawings, or the kind and quality of work required thereby, shall be decided by the Architect, whose interpretations thereof shall be final, conclusive, and binding on all parties.

B. In the case of disagreement between drawings and specifications, or within either document itself, the better quality, greater quantity, or more costly work shall be included in the contract price, and the matter referred to the Architect's attention for decision and/or adjustment.

C. If the disagreement between the drawings and specification cannot be resolved through either A. or B. above, the specifications shall take precedence over the drawings.

6. VISITING THE SITE

A. Before submitting his final proposal, the Contractor shall examine the site of the proposed work to determine the existing conditions that may affect his work, as he will be held responsible for any assumptions made by him in regard thereto.

7. CONTRACTOR'S PROPOSAL

A. The Contractor's proposal and bid must cover all items on the drawings and in the specifications exactly as drawn and specified.

B. Proposals and bids that do not conform to drawings and specifications will not be accepted.

8. SUBSTITUTIONS

A. Substitutions of equipment or materials other than those indicated on the drawings or in the specifications, shall be limited to those approved in advance, in writing, by the Architect.

9. SUB-CONTRACTORS

A. All sub-Contractors shall be subject to approval of the Owner and listed on the Form of Bid.

B. When requested by the Owner, the prospective Contractors should submit a list with names, addresses, and telephone numbers of similar type projects previously completed.

10. LAWS, ORDINANCES, PERMITS AND FEES

A. The Contractor shall give all necessary notices, obtain all permits and pay for governmental taxes, fees, and other costs in connection with his work; file all necessary plans, prepare all documents and obtain all necessary approvals of the Governmental departments having jurisdiction; obtain all required Certificates of Inspection for his work and deliver to the Architect before request for acceptance and final payment for the work. The Owner is not exempt from paying Building Permit Fees to the Town of East Hartford.

11. APPROVALS

A. The materials, workmanship, design and arrangement of all work installed under the contract shall be subject to the approval of the Architect. If material or equipment is installed before it is approved, the Contractor shall be liable for the removal and replacement, at no extra charge to the Owner, if, in the opinion of the Architect, the material or equipment does not meet the intent of the drawings and specifications.

B. The words "approved equal", or "substitution" shall be understood to apply only to those items of equipment and material approved in advance by the Architect.

C. Equipment and materials that do not conform to the specifications or the previous paragraph will not be approved.

12. NON-SEGREGATED FACILITIES

A. By signing the bid, the bidder 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, or under his control, where segregated facilities are maintained. The bidder 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" mean any waiting room, work areas, restrooms, restaurants and other 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, color, religion, or national origin, because

of habit, local custom or otherwise. He further agrees that (except where he has obtained identical certification from proposed sub-Contractors for specific time periods) he will obtain identical certification from proposed sub-Contractors prior to the award of sub-contracts exceeding \$10,000.00, which are not exempt from the provisions of the Equal Opportunity Clause; that he will retain such certifications in his files; that he will forward a notice to his proposed sub-Contractors as provided in the Instruction to Bidders.

13. JOB MEETINGS

A. The Contractor and others concerned with the project whose presence is necessary as determined by the Owner and/or the Architect shall attend job meetings when requested for the purpose of discussing and expediting the prosecution of the work.

B. The schedule for meetings will be established by the Owner and/or the Architect.

C. The proceedings of these meetings will be recorded by the Owner and/or the Architect; the Contractor will be furnished a copy for his use and distribution as required.

14. DRAWINGS

A. Drawings are generally schematic and may differ to some degree from field conditions. Specifically, certain drawings may be opposite hand from actual conditions and/or requirements. All dimensions are \pm . The Contractor shall ascertain for himself the actual field conditions and shall be fully responsible for the indicated, specified and required work as designated and/or implied.

15. SCHEDULE OF THE WORK

A. Other work in progress concurrently with work under this contract shall be affected by the performance of this contract. Conformance with this provision shall be the responsibility of this Contractor.

B. The available working hours shall be from 7:00 a.m., until 3:30 p.m., Monday through Friday on days which the Town of East Hartford is open for business. A list of holidays which their office observes is available from the Purchasing Department upon request. Any deviation from this list must be approved in advance by the Owner.

C. The Contractor shall at all times, maintain the fire integrity of the structures and shall maintain, free and clear all exitways.

D. The Contractor is required to submit to the Architect, for approval, prior to commencement of the work, a Project Schedule which identifies the time frame and sequence of construction. The Contractor is to provide an updated Project Schedule with each Application for Payment.

E. The Contractor must provide the Owner 48 hours notice prior to the start of work.

16. MATERIALS AND EQUIPMENT

A. New materials and equipment installed into existing work shall be compatible with the existing work.

B. The Contractor shall advise the Architect before ordering and/or installing any materials and equipment if he disputes those items and/or methods specified, otherwise he shall take full responsibility for their performance and suitability.

17. STORAGE OF MATERIALS

A. Storage space for materials and equipment will be provided by the Owner at the project site. Storage space is limited, Owner must approve in advance the locations of stored materials and/or dumpster(s).

B. Equipment and materials stored on the project site is the full responsibility of the Contractor.

18. TEMPORARY FACILITIES

A. The Contractor shall provide and maintain an adequate office at the project site at his discretion. If provided, it shall be located as directed by the Owner. It shall be kept clean, have adequate light, heating, cooling and ventilation.

B. The Contractor shall provide and maintain telephone service for his own use. No telephone service is available at the site.

19. TEMPORARY SERVICE

A. The Contractor may connect to water available at the project without payment to the Owner. Water service will be available after approximately April 20, 2014.

B. The Contractor may use the Owner's electrical power without payment to the Owner.

C. Fixtures, or other modifications, shall be the responsibility of the Contractor.

20. SANITARY FACILITIES

A. Sanitary facilities are not available at the project site. The Contractor shall provide temporary facilities at the site for his workers, at his own expense. Coordinate final locations with the Owner.

21. DEMOLITION

A. This work includes the furnishing of all labor, materials, equipment and services necessary for, and reasonable incidental to, completion of all Demolition, as required for the installation of the work, whether or not listed herein.

B. The Contractor shall be allowed to keep a dumpster on site of the disposal of demolished materials and debris. Final location of the dumpster shall be coordinated with the Owner.

22. SALVABLE MATERIALS

A. The Owner retains the right to salvage any demolished, or Contractor removed material(s). Contact Owner before removal from the Site.

23. SHOP DRAWINGS AND SUBMITTALS

A. Shop Drawings and Submittals shall be accompanied by Contractor's Transmittal indicating Company Name, Project Manager, Date Transmitted, Items Transmitted, etc. Submittals and Shop Drawings which are not accompanied by a transmittal will be returned to the Contractor without action.

B. Contractor shall allow sufficient time for review of Shop Drawings and Submittals. Architect will return submittals within (5) business days unless additional time is requested in writing.

C. Prior to delivery of materials and equipment to the project site, submit five (5) copies of Shop Drawings or Submittals of each item for approval by the Architect.

D. Submittals shall consist of manufacturer's scale drawings, cuts or catalogs, including descriptive literature and complete characteristics of equipment showing dimensions, capacity, code compliance, motor and drive and testing, all as required for this project.

E. Architect may designate submittal of physical samples for approval on items where actual color, texture or other characteristics might not be adequately described by drawing or written material.

24. PROTECTION OF WORK AND PROPERTY

A. The Contractor shall be responsible for the maintenance and protection of all equipment, materials and tools, supplied by him and stored or installed on the job site, from loss or damage of all causes, until final acceptance by the Owner.

B. The Contractor shall be responsible for the protection of all finished work.

C. It shall be the Contractor's responsibility to protect all parts of the existing site, all trees, roads, streets, sidewalks, driveways, plantings, landscaping, lawns and curbs against damage caused by trucks, etc., driving over them. If they are damaged, the Contractor without cost to the Owner shall replace them.

D. The Contractor shall take the necessary precautions to protect work areas and debris from potential dangers. Clear paths of egress must be maintained from the building at all times.

25. ACCESSIBILITY

A. The Contractor shall install all work so that all parts required and readily accessible for inspection, operation, maintenance and repair. Minor deviations from the drawings may be made to accomplish this, but changes of magnitude shall not be made without prior written approval from the Architect.

26. SCAFFOLDING, RIGGING, HOISTING

A. The Contractor shall provide all scaffolding, rigging, hoisting and services necessary for erection and delivery into the premises for all equipment and materials furnished, and remove same from premises when no longer required.

B. The Contractor shall coordinate in advance with the Owner the methods and locations for lifting of materials to the roof. The Contractor can not assume that any existing site fixture can be temporarily removed or relocated during this construction process, this can only be discussed with the Owner after bids have been awarded.

27. GUARANTEE PERIOD

A. Refer to specific Sections of this project manual for warranty and guarantee periods.

28. FINAL PAYMENT REQUIREMENTS

A. Final Payment will not be approved until all items as outlined in Section 01700 have been completed.

B. All guarantees and warranties for new materials shall commence at date of written Final Acceptance of the Work, by the Owner, or its designated agent.

29. CLEAN UP

A. Project shall be cleaned daily or as required to keep project area free from rubbish and debris. Burning of rubbish shall not be allowed. All debris shall be removed from the site and deposited legally off-site.

B. Final clean up shall include all debris, stains, and other defacement caused by the work.

30. WAGE RATES

A. The Contractors shall make themselves fully aware of any wage rate revisions or adjustments, if applicable to this work.

B. Where applicable, updated wage rates will be inserted in the Contract Documents at the time of contract signing, and the Contractor shall make all necessary provisions for this in his bid.

C. This project is partially federally funded. Federal Davis Bacon Federal Heavy Wage Rates will be used, and are included.

31. LIQUIDATED DAMAGES

A. In case of failure on the part of the Contractor to complete the work within the time fixed in the Contract, or any extension thereof, the Contractor shall pay to the Owner as fixed, agreed and liquidated damages the sum of \$250.00 for each calendar day of delay.

32. HAZARDOUS MATERIALS

- A. It is not the intention that this project requires abatement of hazardous materials by this Contractor. It is intended that work done in coordination with hazardous materials be done within the quantities specified by the state and local authorities regulating abatement of these materials.

33. CHANGE ORDERS

- A. For all change orders, the General Contractor, for work self-performed shall be allowed 10% for overhead, above the direct costs and 5% for profit, above the direct costs to be calculated on a 15% total above direct costs.
- B. For all change orders for sub-contracted work, the sub-contractor shall be allowed 10% for overhead, above the direct costs and 5% for profit, above the direct costs to be calculated on a 15% total above direct costs.
- C. For all change orders for sub-contracted work, the General Contractor shall be allowed 5% for overhead and 2.5% for profit.

34. GENERAL CONDITIONS

- A. In the event there is a conflict between the Town of East Hartford General Conditions and the Supplemental Conditions, the Town of East Hartford General Conditions shall take precedence.

END OF SECTION 00900

SECTION 01200 - SUMMARY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplemental General Conditions 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.
- B. Related Sections include the following:
 - 1. Division 1 Section "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.

1.3 WORK COVERED BY CONTRACT DOCUMENTS

- A. Project Identification: Façade Renovations and LED Display Installation to the Town Kiosk at Alumni Park.
 - 1. Project Location: 1047 Main Street, East Hartford, CT 06108
- B. Owner: Town of East Hartford, CT, Department of Public Works, 740 Main Street, East Hartford, CT 06108
- C. Architect: Capital Studio Architects, LLC., 1379 Main Street, East Hartford, CT 06108
- D. The Work consists of the following:
 - 1. The Work includes the removal of existing roof, existing acrylic glass displays and blocking at existing openings in concrete, removal of existing lighting and sensors, removal of existing hollow mean door and associated hardware. Additionally, the work included an new architectural styles asphalt shingle roof, sheathing and framing, fascia, trim and metal flashing, new stone veneer panels, plywood sheathing and wood framing, exterior painting, precast concrete base, steel support angles and new 80" LED displays w/ polycarbonate screen protectors.

2. The work described above has been provided for information purposes only and is not meant to be all inclusive. The Contractor is responsible for familiarizing themselves with the Project Drawings and Specifications for detailed construction requirements.

1.4 TYPE OF CONTRACT

- A. Project will be constructed under a single prime contract.

1.5 USE OF PREMISES

- A. General: Contractor shall have full use of premises for construction operations, including use of Project site, during construction period. Contractor's use of premises is limited only by Owner's right to perform work or to retain other contractors on portions of Project.
- B. General: Contractor shall have limited use of premises for construction operations and should coordinate the limits with the Owner's requirements.
- C. Use of Site: Limit use of premises to areas within the Contract limits as agreed upon with the Owner. Do not disturb portions of Project site beyond areas of the Work.
 1. Limits: Confine constructions operations to immediate area where the Work is being performed.
 2. Owner Occupancy: Allow for Owner occupancy of Project site and use by the public beyond the Contract limits.
 3. Driveways and Entrances: Keep driveways, loading areas, and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials, except as specifically designated on the plans for this use.
 - a. Schedule deliveries to minimize use of driveways and entrances.
 - b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.
- D. Use of Existing Building: Maintain existing building in a weathertight condition throughout construction period. Repair damage caused by construction operations. Protect building and its occupants during construction period.

1.6 OWNER'S OCCUPANCY REQUIREMENTS

- A. The Owner requires Substantial Completion to be achieved within 120 days. Substantial Completion shall be achieved as specified in the Instructions to Bidders, General and Supplementary General Requirements.

1.7 WORK RESTRICTIONS

- A. On-Site Work Hours: Coordinate with requirements in section 00900 Special Conditions.

1.8 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 (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01200

SECTION 01330 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.
- B. See Division 1 Section "Quality Requirements" for submitting test and inspection reports.
- C. See Division 1 Section "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.
- D. See Division 1 Section "Operation and Maintenance Data" for submitting operation and maintenance manuals.

1.2 DEFINITIONS

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

1.3 SUBMITTAL PROCEDURES

- A. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
 - 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
 - 2. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
 - a. Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- B. Processing Time: Allow enough time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
 - 1. Initial Review: Allow 15 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect will advise Contractor when a submittal being processed must be delayed for coordination.
 - 2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
 - 3. Resubmittal Review: Allow 15 days for review of each resubmittal.

- C. Identification: Place a permanent label or title block on each submittal for identification.
1. Indicate name of firm or entity that prepared each submittal on label or title block.
 2. Provide a space approximately 6 by 8 inches (150 by 200 mm) on label or beside title block to record Contractor's review and approval markings and action taken by Architect.
 3. Include the following information on label for processing and recording action taken:
 - a. Project name.
 - b. Date.
 - c. Name and address of Architect.
 - d. Name and address of Contractor.
 - e. Name and address of subcontractor.
 - f. Name and address of supplier.
 - g. Name of manufacturer.
 - h. Submittal number or other unique identifier, including revision identifier.
 - 1) Submittal number shall use Specification Section number followed by a decimal point and then a sequential number (e.g., 06100.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., 06100.01.A).
 - i. Number and title of appropriate Specification Section.
 - j. Drawing number and detail references, as appropriate.
 - k. Location(s) where product is to be installed, as appropriate.
 - l. Other necessary identification.
- D. Deviations: Highlight, encircle, or otherwise specifically identify deviations from the Contract Documents on submittals.
- E. Additional Copies: Unless additional copies are required for final submittal, and unless Architect observes noncompliance with provisions in the Contract Documents, initial submittal may serve as final submittal.
1. Additional copies submitted for maintenance manuals will not be marked with action taken and will be returned.
- F. Transmittal: Package each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. Architect will return submittals, without review, received from sources other than Contractor.
1. Transmittal Form: Use AIA Document G810.
- G. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
1. Note date and content of previous submittal.
 2. Note date and content of revision in label or title block and clearly indicate extent of revision.
 3. Resubmit submittals until they are marked "Reviewed" or "Furnish as Corrected".
- H. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.

- I. Use for Construction: Use only final submittals with mark indicating "Reviewed" or "Furnish as Corrected" action taken by Architect.

PART 2 - PRODUCTS

2.1 ACTION SUBMITTALS

- A. A. General: Prepare and submit Action Submittals required by individual Specification Sections.
- B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
 1. If information must be specially prepared for submittal because standard printed data are not suitable for use, submit as Shop Drawings, not as Product Data.
 2. Mark each copy of each submittal to show which products and options are applicable.
 3. Include the following information, as applicable:
 - a. Manufacturer's written recommendations.
 - b. Manufacturer's product specifications.
 - c. Manufacturer's installation instructions.
 - d. Manufacturer's catalog cuts.
 - e. Wiring diagrams showing factory-installed wiring.
 - f. Printed performance curves.
 - g. Operational range diagrams.
 - h. Compliance with specified referenced standards.
 - i. Testing by recognized testing agency.
 4. Number of Copies: Submit six copies of Product Data, unless otherwise indicated. Architect will return three copies. Mark up and retain one returned copy as a Project Record Document.
- C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data, unless submittal of Architect's CAD Drawings is otherwise permitted.
 1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
 - a. Dimensions.
 - b. Identification of products.
 - c. Fabrication and installation drawings.
 - d. Roughing-in and setting diagrams.
 - e. Wiring diagrams showing field-installed wiring, including power, signal, and control wiring.
 - f. Shopwork manufacturing instructions.
 - g. Templates and patterns.
 - h. Schedules.
 - i. Notation of coordination requirements.
 - j. Notation of dimensions established by field measurement.
 - k. Relationship to adjoining construction clearly indicated.
 - l. Seal and signature of professional engineer if specified.
 - m. Wiring Diagrams: Differentiate between manufacturer-installed and field-installed wiring.

2. **Sheet Size:** Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches (215 by 280 mm) but no larger than 30 by 42 inches (750 by 1000 mm).
 3. **Number of Copies:** Submit six opaque (bond) copies of each submittal. Architect will return one copy.
- D. **Samples:** Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.
1. **Transmit Samples** that contain multiple, related components such as accessories together in one submittal package.
 2. **Identification:** Attach label on unexposed side of Samples that includes the following:
 - a. Generic description of Sample.
 - b. Product name and name of manufacturer.
 - c. Sample source.
 - d. Number and title of appropriate Specification Section.
 3. **Disposition:** Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
 4. **Samples for Initial Selection:** Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
 - a. **Number of Samples:** Submit one full set(s) of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect will return submittal with options selected.
 5. **Samples for Verification:** Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.
 - a. **Number of Samples:** Submit three sets of Samples. Architect will retain two Sample sets; remainder will be returned
- E. **Submittals Schedule:** Comply with requirements specified in Division 1 Section "Construction Progress Documentation."
- F. **Application for Payment:** Comply with requirements specified in Division 1 Section "Payment Procedures."

- G. Schedule of Values: Comply with requirements specified in Division 1 Section "Payment Procedures."
- H. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design
 - 1. Number of Copies: Submit three copies of subcontractor list, unless otherwise indicated. Architect will return one copies.

1.2 INFORMATIONAL SUBMITTAL

- A. General: Prepare and submit Informational Submittals required by other Specification Sections.
 - 1. Number of Copies: Submit six copies of each submittal, unless otherwise indicated. Architect will not return copies.
 - 2. Certificates and Certifications: Provide a notarized statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.
 - 3. Test and Inspection Reports: Comply with requirements specified in Division 1 Section "Quality Requirements."
- B. Coordination Drawings: Comply with requirements specified in Division 1 Section "Project Management and Coordination."
- C. Contractor's Construction Schedule: Comply with requirements specified in Division 1 Section "Construction Progress Documentation."
- D. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, names and addresses of architects and owners, and other information specified.
- E. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification (WPS) and Procedure Qualification Record (PQR) on AWS forms. Include names of firms and personnel certified.
- F. Installer Certificates: Prepare written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
- G. Manufacturer Certificates: Prepare written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
- H. Product Certificates: Prepare written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.

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- I. **Material Certificates:** Prepare written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.
 - J. **Material Test Reports:** Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
 - K. **Product Test Reports:** Prepare written reports indicating current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
 - L. **Research/Evaluation Reports:** Prepare written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project.
 - M. **Preconstruction Test Reports:** Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.
 - N. **Compatibility Test Reports:** Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.
 - O. **Field Test Reports:** Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.
 - P. **Maintenance Data:** Prepare written and graphic instructions and procedures for operation and normal maintenance of products and equipment. Comply with requirements specified in Division 1 Section "Operation and Maintenance Data."
 - Q. **Design Data:** Prepare written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.
 - R. **Manufacturer's Instructions:** Prepare written or published information that documents manufacturer's recommendations, guidelines, and procedures for installing or operating a product or equipment. Include name of product and name, address, and telephone number of manufacturer.
 - S. **Manufacturer's Field Reports:** Prepare written information documenting factory-authorized service representative's tests and inspections. Include the following, as applicable:
 1. Statement on condition of substrates and their acceptability for installation of product.

2. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
3. Results of operational and other tests and a statement of whether observed performance complies with requirements.

T. Insurance Certificates and Bonds: Prepare written information indicating current status of insurance or bonding coverage. Include name of entity covered by insurance or bond, limits of coverage, amounts of deductibles, if any, and term of the coverage.

1.3 DELEGATED DESIGN

A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.

1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Architect.

B. Delegated-Design Submittal: In addition to Shop Drawings, Product Data, and other required submittals, submit six copies of a statement, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional.

1. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services.

PART 2 - EXECUTION

2.1 CONTRACTOR'S REVIEW

A. Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect.

B. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

2.2 ARCHITECT'S ACTION

A. General: Architect will not review submittals that do not bear Contractor's approval stamp and will return them without action.

- B. Action Submittals: Architect will review each submittal, make marks to indicate corrections or modifications required, and return it. Architect will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action taken.
- C. Informational Submittals: Architect will review each submittal and will not return it, or will return it if it does not comply with requirements. Architect will forward each submittal to appropriate party.
- D. Partial submittals are not acceptable, will be considered nonresponsive, and will be returned without review.
- E. Submittals not required by the Contract Documents may not be reviewed and may be discarded.

END OF SECTION 01300

SECTION 01700 - EXECUTION REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

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

1.2 SUBMITTALS

- A. Certificates: Submit certificate signed by land surveyor certifying that location and elevation of improvements comply with requirements.
- B. Certified Surveys: Submit two copies signed by land surveyor.
- C. Final Property Survey: Submit 10 copies showing the Work performed and record survey data.

1.3 QUALITY ASSURANCE

- A. Land Surveyor Qualifications: A professional land surveyor who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing land-surveying services of the kind indicated.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Existing Conditions: The existence and location of site improvements, utilities, and other construction indicated as existing are not guaranteed. Before beginning work, investigate and verify the existence and location of mechanical and electrical systems and other construction affecting the Work.
 - 1. Before construction, verify the location and points of connection of utility services.
- B. Existing Utilities: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities and other construction affecting the Work.

1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, and water-service piping; and underground electrical services.
 2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.
- C. Acceptance of Conditions: Examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
1. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
 2. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
 3. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
 4. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.2 PREPARATION

- A. Existing Utility Information: Furnish information to local utility that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.
- B. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
- C. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- D. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents, submit a request for information to Architect. Include a detailed description of problem encountered, together with recommendations for changing the Contract Documents.

3.3 CONSTRUCTION LAYOUT

- A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks. If discrepancies are discovered, notify Architect promptly.
- B. General: Engage a land surveyor to lay out the Work using accepted surveying practices.
1. Establish benchmarks and control points to set lines and levels at each story of construction and elsewhere as needed to locate each element of Project.
 2. Establish dimensions within tolerances indicated. Do not scale Drawings to obtain required dimensions.
 3. Inform installers of lines and levels to which they must comply.

4. Check the location, level and plumb, of every major element as the Work progresses.
 5. Notify Architect when deviations from required lines and levels exceed allowable tolerances.
 6. Close site surveys with an error of closure equal to or less than the standard established by authorities having jurisdiction.
- C. Site Improvements: Locate and lay out site improvements, including pavements, grading, fill and topsoil placement, utility slopes, and invert elevations.
- D. Building Lines and Levels: Locate and lay out control lines and levels for structures, building foundations, column grids, and floor levels, including those required for mechanical and electrical work. Transfer survey markings and elevations for use with control lines and levels. Level foundations and piers from two or more locations.
- E. Record Log: Maintain a log of layout control work. Record deviations from required lines and levels. Include beginning and ending dates and times of surveys, weather conditions, name and duty of each survey party member, and types of instruments and tapes used. Make the log available for reference by Architect.

3.4 FIELD ENGINEERING

- A. Reference Points: Locate existing permanent benchmarks, control points, and similar reference points before beginning the Work. Preserve and protect permanent benchmarks and control points during construction operations.
- B. Benchmarks: Establish and maintain a minimum of two permanent benchmarks on Project site, referenced to data established by survey control points. Comply with authorities having jurisdiction for type and size of benchmark.
1. Record benchmark locations, with horizontal and vertical data, on Project Record Documents.
- C. Certified Survey: On completion of foundation walls, major site improvements, and other work requiring field-engineering services, prepare a certified survey showing dimensions, locations, angles, and elevations of construction and sitework.
- D. Final Property Survey: Prepare a final property survey showing significant features (real property) for Project. Include on the survey a certification, signed by land surveyor, that principal metes, bounds, lines, and levels of Project are accurately positioned as shown on the survey.
1. Recording: At Substantial Completion, have the final property survey recorded by or with authorities having jurisdiction as the official "property survey."

3.5 INSTALLATION

- A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
1. Make vertical work plumb and make horizontal work level.

2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
 3. Conceal pipes, ducts, and wiring in finished areas, unless otherwise indicated.
- B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
 - C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.
 - D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.
 - E. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.
 - F. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.
 - G. Anchors and Fasteners: Provide anchors and fasteners as required to anchor each component securely in place, accurately located and aligned with other portions of the Work.
 1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.
 2. Allow for building movement, including thermal expansion and contraction.
 3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.
 - H. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.
 - I. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

3.6 PROGRESS CLEANING

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

- B. Site: Maintain Project site free of waste materials and debris.
- C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.
 - 1. Remove liquid spills promptly.
 - 2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.
- D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.
- E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.
- F. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
- G. Waste Disposal: Burying or burning waste materials on-site will not be permitted. Washing waste materials down sewers or into waterways will not be permitted.
- H. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.
- I. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
- J. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

3.7 STARTING AND ADJUSTING

- A. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.
- B. Adjust operating components for proper operation without binding. Adjust equipment for proper operation.
- C. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
- D. Manufacturer's Field Service: If a factory-authorized service representative is required to inspect field-assembled components and equipment installation, comply with qualification requirements in Division 1 Section "Quality Requirements."

3.8 PROTECTION OF INSTALLED CONSTRUCTION

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

3.9 CORRECTION OF THE WORK

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

END OF SECTION 01700

SECTION 01731 - CUTTING AND PATCHING

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes procedural requirements for cutting and patching.
- B. See Divisions 2 through 16 Sections for specific requirements and limitations applicable to cutting and patching individual parts of the Work.

1.2 SUBMITTALS

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

1.3 QUALITY ASSURANCE

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

- C. Miscellaneous Elements: Do not cut and patch miscellaneous 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.
- 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.

1.4 WARRANTY

PART 2 - PRODUCTS

2.1 MATERIALS

- A. General: Comply with requirements specified in other Sections.
- B. In-Place Materials: Use materials identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.
 - 1. If identical materials are unavailable or cannot be used, use materials that, when installed, will match the visual and functional performance of in-place materials.

PART 3 - EXECUTION

3.1 EXAMINATION

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

3.2 PREPARATION

- A. Temporary Support: Provide temporary support of Work to be cut.
- B. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
- C. Adjoining Areas: Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.
- D. Existing Utility Services and Mechanical/Electrical Systems: Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to minimize interruption to occupied areas.

3.3 PERFORMANCE

- A. General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
 - 1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.
- B. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
 - 1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots as small as possible, neatly to size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
 - 2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
 - 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.
1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate integrity of installation.
 2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.
 3. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove in-place floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.
 4. Ceilings: Patch, repair, or rehang in-place ceilings as necessary to provide an even-plane surface of uniform appearance.
 5. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition.
- D. Cleaning: Clean areas and spaces where cutting and patching are performed. Completely remove paint, mortar, oils, putty, and similar materials.

END OF SECTION 01731

SECTION 01732 - SELECTIVE DEMOLITION

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes the following:
 - 1. Demolition and removal of selected portions of building or structure.
 - 2. Demolition and removal of selected site elements.
 - 3. Salvage of existing items to be reused or recycled.
- B. See Division 1 Section "Construction Waste Management" for disposal of demolished materials.

1.2 DEFINITIONS

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

1.3 SUBMITTALS

- A. Schedule of Selective Demolition Activities: Indicate detailed sequence of selective demolition and removal work, with starting and ending dates for each activity, interruption of utility services, use of elevator and stairs, and locations of temporary partitions and means of egress.
- B. Predemolition Photographs: Show existing conditions of adjoining construction and site improvements, including finish surfaces, that might be misconstrued as damage caused by selective demolition operations. Comply with Division 1 Section "Photographic Documentation." Submit before Work begins.

- C. Landfill Records: Indicate receipt and acceptance of hazardous wastes by a landfill facility licensed to accept hazardous wastes.
 - 1. Comply with submittal requirements in Division 1 Section "Construction Waste Management."

1.4 QUALITY ASSURANCE

- A. Demolition Firm Qualifications: An experienced firm that has specialized in demolition work similar in material and extent to that indicated for this Project.
- B. Refrigerant Recovery Technician Qualifications: Certified by an EPA-approved certification program.
- C. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.
- D. Standards: Comply with ANSI A10.6 and NFPA 241.
- E. Predemolition Conference: Conduct conference at Project site.

1.5 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.
- B. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
 - 1. Before selective demolition, Owner will remove the following:
 - a. All materials, equipment or furnishings stored within the building(s).
 - b. Hazardous materials which do not relate to the building envelope.
- C. Notify Architect of discrepancies between existing conditions and Drawings before proceeding with selective demolition.
- D. Hazardous Materials: Hazardous materials are present in construction to be selectively demolished. A report on the presence of hazardous materials is on file for review and use. Examine report to become aware of locations where hazardous materials are present.
 - 1. Hazardous material remediation is specified elsewhere in the Contract Documents.

- E. Storage or sale of removed items or materials on-site is not permitted.
- F. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.
 - 1. Maintain fire-protection facilities in service during selective demolition operations.

1.6 WARRANTY

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

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

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

3.2 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

- A. Existing Services/Systems: Maintain services/systems indicated to remain and protect them against damage during selective demolition operations.
- B. Service/System Requirements: Locate, identify, disconnect, and seal or cap off indicated utility services and mechanical/electrical systems serving areas to be selectively demolished.
 - 1. Arrange to shut off indicated utilities with utility companies.
 - 2. If services/systems are required to be removed, relocated, or abandoned, before proceeding with selective demolition provide temporary services/systems that bypass area of selective demolition and that maintain continuity of services/systems to other parts of building.
 - 3. Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit after bypassing.

3.3 PREPARATION

- A. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
 - 1. Comply with requirements for access and protection specified in Division 1 Section "Temporary Facilities and Controls."
- B. Temporary Facilities: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
- C. Temporary Shoring: Provide and maintain shoring, bracing, and structural supports as required to preserve stability and prevent movement, settlement, or collapse of construction and finishes to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.

3.4 SELECTIVE DEMOLITION

- A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:
 - 1. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping, to

- minimize disturbance of adjacent surfaces. Temporarily cover openings to remain.
2. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
 3. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain portable fire-suppression devices during flame-cutting operations.
 4. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
 5. Dispose of demolished items and materials promptly. Comply with requirements in Division 1 Section "Construction Waste Management."
- 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 reinstalled in their original locations after selective demolition operations are complete.

3.5 DISPOSAL OF DEMOLISHED MATERIALS

- A. General: Except for items or materials indicated to be reused, salvaged, reinstalled, or otherwise indicated to remain Owner's property, remove demolished materials from Project site and legally dispose of them in an EPA-approved landfill.
1. Comply with requirements specified in Division 1 Section "Construction Waste Management."
- B. Burning: Do not burn demolished materials.
- C. Disposal: Transport demolished materials off Owner's property and legally dispose of them.

3.6 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 - CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
 - 1. Inspection procedures.
 - 2. Warranties.
 - 3. Final cleaning.
- B. See Division 1 Section "Payment Procedures" (01290) for requirements for Applications for Payment for Substantial and Final Completion.
- C. See Division 1 Section "Photographic Documentation" (01322) for submitting Final Completion construction photographs and negatives.
- D. See Division 1 Section "Project Record Documents" (01781) for submitting Record Drawings, Record Specifications, and Record Product Data.
- E. See Division 1 Section "Operation and Maintenance Data" (01782) for operation and maintenance manual requirements.
- F. See Division 1 Section "Demonstration and Training" (01820) for requirements for instructing Owner's personnel.
- G. See Divisions 2 through 16 Sections for specific closeout and special cleaning requirements for the Work in those Sections.

1.2 SUBSTANTIAL COMPLETION

- A. Preliminary Procedures: Before requesting inspection for determining date of Substantial Completion, complete the following. List items below that are incomplete in request.
 - 1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
 - 2. Advise Owner of pending insurance changeover requirements.
 - 3. Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
 - 4. Obtain and submit releases permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.

5. Prepare and submit Project Record Documents, operation and maintenance manuals, Final Completion construction photographs, damage or settlement surveys, property surveys, and similar final record information.
6. Deliver tools, spare parts, extra materials, and similar items to location designated by Owner. Label with manufacturer's name and model number where applicable.
7. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
8. Complete startup testing of systems.
9. Submit test/adjust/balance records.
10. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
11. Advise Owner of changeover in heat and other utilities.
12. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
13. Complete final cleaning requirements, including touchup painting.
14. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.

B. Inspection: Submit a written request for inspection for Substantial Completion. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.

1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
2. Results of completed inspection will form the basis of requirements for Final Completion.

1.3 FINAL COMPLETION

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

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

5. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems.
- B. Inspection: Submit a written request for final inspection for acceptance. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.
1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

1.4 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

- A. Preparation: Submit three copies of list. Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.
1. Organize list of spaces in sequential order, starting with exterior areas first and proceeding from lowest floor to highest floor.
 2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.

1.5 WARRANTIES

- A. Submittal Time: Submit written warranties on request of Architect for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated.
- B. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual.
1. Bind warranties and bonds in heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch (215-by-280-mm) paper.
 2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
 3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.
- C. Provide additional 5 (five) copies of each warranty to include in operation and maintenance manuals.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

PART 3 - EXECUTION

3.1 FINAL CLEANING

- A. General: Provide final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
 - 1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a portion of Project:
 - a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
 - b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
 - c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
 - d. Remove tools, construction equipment, machinery, and surplus material from Project site.
 - e. Remove snow and ice to provide safe access to building.
 - f. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
 - g. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
 - h. Sweep concrete floors broom clean in unoccupied spaces.

- i. Vacuum carpet and similar soft surfaces, removing debris and excess nap; shampoo if visible soil or stains remain.
 - j. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials. Polish mirrors and glass, taking care not to scratch surfaces.
 - k. Remove labels that are not permanent.
 - l. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.
 - 1) Do not paint over "UL" and similar labels, including mechanical and electrical nameplates.
 - m. Wipe surfaces of mechanical and electrical equipment, elevator equipment, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
 - n. Replace parts subject to unusual operating conditions.
 - o. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
 - p. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
 - q. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency. Replace burned-out bulbs, and those noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.
 - r. Leave Project clean and ready for occupancy.
- C. Pest Control: Engage an experienced, licensed exterminator to make a final inspection and rid Project of rodents, insects, and other pests. Prepare a report.
- D. Comply with safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on Owner's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from Project site and dispose of lawfully.

END OF SECTION 01770

SECTION 03450 - ARCHITECTURAL PRECAST CONCRETE

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes the following:
 - 1. Architectural precast concrete units.

1.2 RELATED SECTIONS

- A. 09911 Exterior Painting

1.3 DEFINITION

- A. Design Reference Sample: Sample of approved architectural precast concrete color, finish and texture, preapproved by Architect.

1.4 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Design Mixtures: For each precast concrete mixture. Include compressive strength and water-absorption tests.
- C. Shop Drawings: Detail fabrication and installation of architectural precast concrete units. Indicate locations, plans, elevations, dimensions, shapes, and cross sections of each unit. Indicate joints, reveals, and extent and location of each surface finish. Indicate details at building corners.
 - 1. Comprehensive engineering analysis by the qualified professional engineer responsible for its preparation. Show governing panel types, connections, and types of reinforcement, including special reinforcement. Indicate location, type, magnitude, and direction of loads imposed on the building structural frame from architectural precast concrete.
 - 2. The Fabricator shall submit the shop drawings to the General Contractor who shall verify all drawing dimensions and coordinate the shop drawings with field conditions and other trades. The General Contractor shall submit the shop drawings to the Architect for approval. The Fabricator shall not start production until the shop drawings are approved by the Architect and General Contractor in writing
- D. Samples: For each type of finish indicated on exposed surfaces of architectural precast concrete units, in sets of 3, illustrating full range of finish, color, and texture variations expected; approximately **6 by 6 by 2 inches**.
 - 1. Color shall be 'Light Buff' as manufactured by MGA Cast Stone, Inc.

2. Texture shall be smooth, dense, fine-grained achieved by acid etching to thoroughly remove all surface cement paste.

- E. Welding certificates.
- F. Material test reports: For aggregates.
- G. Material Certificates: Signed by manufacturers:
- H. Field quality-control test reports.

1.5 DELIVERY, STORAGE AND HANDLING

- A. Deliver precast concrete units to project site in such quantities and at such times to assure continuity of installation. Store units at project site to prevent cracking, distortion, warping, staining, or other physical damage and so that markings are visible. Lift and support units only at designated lifting or supporting points as shown on final shop drawings.

1.6 QUALITY ASSURANCE

- A. This specification covers all labor, materials and services for the furnishing and setting of the integrally colored architectural precast concrete units as indicated on the drawings and specifications herein.
- B. Fabricator Qualifications: The Fabricator shall have a minimum of 5 years successful experience in fabrication of architectural precast concrete units similar to units required for this project. A firm that assumes responsibility for engineering architectural precast concrete units to comply with performance requirements. This responsibility includes preparation of Shop Drawings and comprehensive engineering analysis by a qualified professional engineer.
 1. Participates in PCI's plant certification program and is designated a PCI-certified plant for Group A, Category AT or A1 - Architectural Cladding and Load Bearing Units or participates in APA's "Plant Certification Program for Production of Architectural Precast Concrete Products" and is designated an APA-certified plant.
 2. Fabricator Requirements:
 - a. Proof of APA Plant Certification or proof of PCI Certification for category AT or A1.
 - b. Brochures or photos showing integrally colored precast from at least three previous projects that are of acceptable appearance in opinion of the Architect with Names and Locations of the projects.
 - c. At least three test reports less than 12 months old showing that the 5000 psi compressive cylinder strength and absorption requirements (less than 5%)

- called for in this specifications can be met. Test must have been performed by a professional testing laboratory
- d. List of five successfully completed precast jobs at least 5 years old that include project name, location General Contractor and Architect.
3. Reference Fabricator:
 - a. MGA Cast Stone, Inc.
PO Box 207
7 Oxford Home Lane
Oxford, ME 04270
Ph: 207.539.6035
Fa: 888.926.3032
www.mgacaststone.com
Contact Person – Tom Hamann, CSO tom@mgacaststone.com
 4. Under no circumstances shall items labeled as precast concrete be cast in the field.
- C. Design Standards: Comply with **ACI 318** and design recommendations of PCI MNL 120, "PCI Design Handbook - Precast and Prestressed Concrete," applicable to types of architectural precast concrete units indicated.
 - D. Quality-Control Standard: For manufacturing procedures and testing requirements, quality-control recommendations, and dimensional tolerances for types of units required, comply with PCI MNL 117, "Manual for Quality Control for Plants and Production of Architectural Precast Concrete Products."
 - E. Welding: Qualify procedures and personnel according to AWS D1.1/D.1.1M, "Structural Welding Code - Steel"; and AWS D1.4, "Structural Welding Code - Reinforcing Steel."
 - F. Calculated Fire-Test-Response Characteristics: Where indicated, provide architectural precast concrete units whose fire resistance has been calculated according to ACI 216.1/TMS 0216.1, Standard Method for Determining Fire Resistance of Concrete and Masonry Construction Assemblies, and is acceptable to authorities having jurisdiction.
 - G. Sample Panels: After sample approval and before fabricating architectural precast concrete units, produce a minimum of 2 sample panels at corners approximately **12 sq. ft.** in area for review by Architect. Incorporate full-scale details of architectural features, finishes, textures, and transitions in sample panels.

PART 2 - PRODUCTS

2.1 FORMWORK

- A. Provide forms and, where required, form-facing materials of metal, plastic, wood, or other acceptable material that is nonreactive with concrete and will produce required

finish surfaces per the approved sample. Maintain form work to provide completed precast concrete trim units within specified fabrication tolerances.

2.2 REINFORCEMENT

- A. All precast concrete units shall be reinforced with new billet steel reinforcing bars, as necessary for safe handling, setting and structural stress, and the size of the reinforcing shall be specified with a minimum area of steel equal to one quarter of one percent of the cross section area. If the surfaces are to be exposed to the weather, the reinforcement shall be galvanized or epoxy coated when covered with less than 2 inches of material for bars larger than 5/8 inch and 1-1/2 inches for bars 5/8 inch or smaller. The material covering in all cases shall be at least twice the diameter of the bars.
1. Reinforcing Bars: ASTM A 615, Grade 60, deformed.
 2. Epoxy-Coated Reinforcing Bars: ASTM A 775, where cover is less than 1 1/2".
 3. Galvanized Reinforcing Bars: ASTM A 767, Class II (2.0 oz. zinc psf), hot-dip galvanized after fabrication and bending, where cover is less than 1 1/2".
 4. Welded Wire Fabric: ASTM A 185.
- B. For exposed-to-view concrete surfaces, where legs of supports are in contact with forms, provide supports with legs that are plastic protected (CRSI, Class I) or stainless steel protected (CRSI, Class 2).

2.3 CONCRETE MATERIALS

- A. Portland Cement: ASTM C 150, Type I or Type III, Color to be white or gray as required to achieve proper color as determined by the Architect.
- B. Coarse Aggregate: ASTM C 33, except for gradation. Color to be white. Darker aggregates may be used as long as the proper color mix is achieved as determined by the Architect.
- C. Fine Aggregate: ASTM C 33, except for gradation. Color to be white. Darker aggregates may be used as long as the proper color mix is achieved as determined by the Architect.
- D. Pigments: ASTM C 979; Inorganic, nonfading, resistant to lime and other alkalis. Pigments not to exceed 10% of the cement weight.
- E. Water: Drinkable, free from foreign materials in amounts harmful to concrete or cast in steel.
- F. Air-Entraining Admixture: ASTM C 260.

- G. Water-Reducing, Retarding, or Accelerating Admixtures: ASTM C 494, type as selected by Fabricator and containing not more than 0.1 percent chloride ions.

2.4 CONNECTION MATERIALS

- A. Anchors - Non-corrosive; galvanized, brass or stainless steel type 304.
- B. Finish of Other Steel Units (Plates, braces, etc.): Units exposed to weather to be hot-dip galvanized after fabrication, ASTM A 153; Units not exposed to weather to be painted with one coat of rust-inhibitive primer; threaded inserts cast into precast units, hot-dip galvanized, electrogalvanized, or cadmium plated.

2.5 PROPORTIONING AND DESIGN OF MIXES

- A. Unless otherwise noted, all the precast units on the project will be wet cast of the same color and of the same mix design. Design mixes may be prepared by independent testing facility or by qualified precast manufacturing plant personnel, at precast fabricator's option.
- B. Mix Properties: Wet cast, Standard-weight concrete consisting of specified Portland cement, aggregates, pigments, admixtures, and water to produce the following properties;
 - 1. Compressive Strength: Minimum 5000 psi at 28 days using 6" x 12" cylinders per ASTM C39-86.
 - 2. Total Air Content: Not less than 4% nor more than 8%.
 - 3. Water Absorption: Not to exceed 6% by weight when tested per ASTM C 642.
 - 4. Color: Light Buff, or equal.

2.6 FABRICATION

- A. Tolerances of Finished Units: In accordance with Appendix J (Architectural Trim Requirements) in PCI MNL - 117 "Manual for Quality Control for Plants and Production of Architectural Precast Concrete Products" (3rd Edition) and PCI's "Architectural Precast Concrete Design Manual, 2nd Edition".
- B. Fabricate units straight, smooth, and true to size and shape, with exposed edges and corners formed or stoned to a minimum radius unless otherwise indicated.
- C. Testing: Tests to be performed by a certified testing laboratory. Testing to be paid for by the Fabricator. Results to be kept on file for at least two years and submitted upon

Architect's request. No testing is required on projects where the total volume of concrete is under 25 CF.

1. Perform one set of 6" x 12" cylinder tests for every 500 cubic feet of concrete placed.
 2. Perform one absorption test for every 500 cubic feet of concrete placed.
- D. Curing: Cure units in a warm, moist, totally enclosed curing room for a minimum of 20 hours.
- E. Cast-In Items: Fabricator to provide reglets, slots, holes, inserts, and other accessories in units to receive dowels, reglets, waterstops, flashings, anchors and other similar work as indicated.
- F. Surface Finish: Remove all surface cement paste by means of acid etching to provide a smooth, dense, fine-grained texture with no streaks or blotches. Texture and quality of finish to be generally equal to the approved sample when viewed in direct daylight at a 10 foot distance.
- G. Color: The color shall be equal to the approved sample when viewed in direct daylight at a 10 foot distance. Color variation between pieces shall be minimal.

2.7 FINISHES

- A. Panel faces shall be free of joint marks, grain, and other obvious defects. Corners, including false joints shall be uniform, straight, and sharp. Finish exposed-face surfaces of architectural precast concrete units to match approved sample panel and as follows:
1. PCI's "Architectural Precast Concrete - Color and Texture Selection Guide," of plate numbers indicated.
 2. Acid-Etched Finish: Use acid and hot-water solution, equipment, application techniques, and cleaning procedures to expose aggregate and surrounding matrix surfaces. Protect hardware, connections, and insulation from acid attach
- B. Finish exposed surfaces of architectural precast concrete units by smooth, steel-trowel finish.
- C. Finish unexposed surfaces of architectural precast concrete units by float finish.

2.8 SOURCE QUALITY CONTROL

- A. Quality-Control Testing: Test and inspect precast concrete according to PCI MNL 117 requirements. If using self-consolidating concrete, also test and inspect according to

PCI TR-6, "Interim Guidelines for the Use of Self-Consolidating Concrete in Precast/Prestressed Concrete Institute Member Plants."

- B. Owner will employ an independent testing agency to evaluate architectural precast concrete fabricator's quality-control and testing methods.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Install clips, hangers, bearing pads, and other accessories required for connecting architectural precast concrete units to supporting members and backup materials.
- B. Erect architectural precast concrete level, plumb, and square within specified allowable tolerances. Provide temporary supports and bracing as required to maintain position, stability, and alignment as units are being permanently connected.
 - 1. Maintain horizontal and vertical joint alignment and uniform joint width as erection progresses.
 - 2. Unless otherwise indicated, provide for uniform joint widths of **3/4 inch**.
- C. Connect architectural precast concrete units in position by bolting, welding, grouting, or as otherwise indicated on Shop Drawings. Remove temporary shims, wedges, and spacers as soon as practical after connecting and grouting are completed.
- D. Welding: Comply with applicable AWS D1.1/D1.1M and AWS D1.4 for welding, welding electrodes, appearance, quality of welds, and methods used in correcting welding work.
- E. At bolted connections, use lock washers, tack welding, or other approved means to prevent loosening of nuts after final adjustment.
- F. Grouting Connections: Grout connections where required or indicated. Retain grout in place until hard enough to support itself. Pack spaces with stiff grout material, tamping until voids are completely filled. Place grout to finish smooth, level, and plumb with adjacent concrete surfaces. Keep grouted joints damp for not less than 24 hours after initial set. Promptly remove grout material from exposed surfaces before it affects finishes or hardens.
- G. Erect architectural precast concrete units level, plumb, square, true, and in alignment without exceeding the noncumulative erection tolerances of PCI MNL 117, Appendix I.

3.2 FIELD QUALITY CONTROL

- A. Special Inspections: Owner will engage a qualified special inspector to perform the following special inspections and prepare reports:
 - 1. Erection of precast concrete members.

2. Special inspections notes.

- B. Testing Agency: Owner will engage a qualified testing agency to perform tests and inspections and prepare test reports.
- C. Field welds will be subject to visual inspections and nondestructive testing according to ASTM E 165 or ASTM E 709. High-strength bolted connections will be subject to inspections.
- D. Testing agency will report test results promptly and in writing to Contractor and Architect.
- E. Repair or remove and replace work where tests and inspections indicate that it does not comply with specified requirements.
- F. Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.

3.3 REPAIRS

- A. Repair damaged architectural precast concrete units if permitted by Architect. The Architect reserves the right to reject repaired units that do not comply with requirements.
- B. Mix patching materials and repair units so cured patches blend with color, texture, and uniformity of adjacent exposed surfaces and show no apparent line of demarcation between original and repaired work, when viewed in typical daylight illumination from a distance of **20 feet**.
- C. Prepare and repair damaged galvanized coatings with galvanizing repair paint according to ASTM A 780.
- D. Wire brush, clean, and paint damaged prime-painted components with same type of shop primer.
- E. Remove and replace damaged architectural precast concrete units when repairs do not comply with requirements.

3.4 CLEANING

- A. Clean surfaces of precast concrete units exposed to view.
- B. Clean mortar, plaster, fireproofing, weld slag, and other deleterious material from concrete surfaces and adjacent materials immediately.
- C. Clean exposed surfaces of precast concrete units after erection and completion of joint treatment to remove weld marks, other markings, dirt, and stains.

1. Perform cleaning procedures, if necessary, according to precast concrete fabricator's recommendations. Clean soiled precast concrete surfaces with detergent and water, using stiff fiber brushes and sponges, and rinse with clean water. Protect other work from staining or damage due to cleaning operations.
2. Do not use cleaning materials or processes that could change the appearance of exposed concrete finishes or damage adjacent materials.

END OF SECTION

SECTION 06100 - ROUGH CARPENTRY

PART 1 - GENERAL

1.1 - RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Special Conditions, and Division 1 Specification sections, apply to work specified in this section.

1.2 - WORK INCLUDED

- A. All contractors are to review specifications and drawings for complete scope of work regarding their trade. This work is to include Base Bid items and Unit Price items.
- B. Provide wood, nails, bolts, screws, framing anchors and other rough hardware, and other items needed, and perform rough carpentry, including sheathing installation, for the construction shown on the Drawings, as specified herein, and as needed for a complete and proper installation.

1.3 - RELATED WORK SPECIFIED ELSEWHERE

- A. Section 07300: Fiberglass Based Asphalt Roof Shingles and accessories
- B. Section 07630: Gutters and Leaders
- C. Section 07900: Sealants

1.4 - REFERENCE STANDARDS

- A. Codes and Standards:
 - 1. In addition to complying with pertinent codes and regulations of governmental agencies having jurisdiction, unless otherwise specifically directed or permitted by the Architect comply with:
 - a. "Product Use Manual" of the Western Wood Products Association for selection and use products included in that manual;
 - b. "Plywood Specification and Grade Guide" of the American Plywood Association.
 - c. State of Connecticut Basic Building Code-Appendix M, Recommended Nailing Schedule.

B. Requirements for all lumber:

1. Lumber shall be surfaced all four sides (S4S).
2. Maximum moisture content of rough framing lumber, 2" or less nominal thickness, shall be 19% at the time of delivery to the site.
3. All lumber exposed to weather, or within 12" of ground shall be pressure treated.
Comply with AWPB LP 2.

1.5 - SUBMITTALS

- A. Submit manufacturer's product data for non-wood materials and accessories.
Submit samples if requested by the Architect. Approved samples may be incorporated into the work.

1.6 - DELIVERY, STORAGE & HANDLING

- A. Except as otherwise approved by the Architect, determine and comply with manufacturer's recommendation on product handling, storage, and protection.

B. Deliveries:

1. Stockpile materials sufficiently in advance of need to assure their availability in a timely manner for this Work.
2. Make as many trips to the job site as are needed to deliver materials of this Section in a timely manner to ensure orderly progress of the Work.

C. Compliance:

1. Do not permit materials not complying with the provisions of this Section to be brought onto or to be stored at the job site.
2. Promptly remove non-complying materials from the job site and replace with materials meeting the requirements of this Section.

D. Protection:

1. Deliver the materials to the job site and store, in a safe area, out of the way of traffic, and shored up off the ground surface.
2. Identify framing lumber as to grades, and store each grade separately

from other grades.

3. Protect metals with adequate waterproof outer wrapping.
4. Use extreme care in off loading of lumber to prevent damage, splitting, and breaking of materials.

PART 2 - PRODUCTS

2.1 - GRADE STAMPS

- A. Identify framing lumber by a grade-marked in accordance with The Western Wood Products Association, or such other grade stamp as is approved in advance by the Architect.
- B. Identify plywood as to species, grade, and glue type by the stamp of the American Plywood Association.
- C. Identify other materials of this Section by the appropriate stamp of the agency approved in advance by the Architect.

2.2 - MATERIALS

- A. Provide materials in the quantities needed for the Work shown on the Drawings, and meeting or exceeding the following standards of quality:
 1. Sheathing Plywood: C-C Ext-APA Group 1 with exterior glue, thickness as shown on the drawings or to match existing.
 2. Sheathing tongue and groove - match existing for dimension and species.
 3. Blocking, nailers, and other non-structural uses: Any species of structural lumber, construction grade or better.

4. Fasteners: (Install per manufacturer's recommendation where applicable)
 - a. Nails:
 - (1) Use common except as otherwise noted.
 - (2) Comply with Fed Spec FF-N-1.
 - (3) Use galvanized at exterior locations.
 - (4) For power activated nail guns use 300 headed pin fasteners or approved equal.

2.3 - OTHER MATERIALS

- A. Provide other materials, not specifically described but required for a complete and proper installation, as selected by the Contractor subject to the approval of the Architect.

PART 3 - EXECUTION

3.1 - SURFACE CONDITIONS

- A. Examine the areas and conditions under which work of this Section will be performed. Correct conditions detrimental to timely and proper completion of the Work. Do not proceed until unsatisfactory conditions are corrected.

3.2 - WORKMANSHIP

- A. Produce joints which are tight, true, and well nailed, with members assembled in accordance with the Drawings and with pertinent codes and regulations.
- B. Selection of lumber pieces:
 1. Carefully select the members.
 2. Select individual pieces so that knots and obvious defects will not interfere with placing bolts or proper nailing, and will allow making of proper connections.
 3. Cut out and discard defects which render a piece unable to serve its intended function.
 4. Lumber may be rejected by the Architect, whether or not it has been installed, for excessive warp, twist, bow, crook, mildew, fungus, or mold, as well as for improper cutting and fitting.
- C. Do not shim any framing component.

3.3 - GENERAL FRAMING

A. General:

1. In addition to framing operation normal to the fabrication and erection indicated on the Drawings, install wood blocking and backing required for the work of other trades.
2. Set horizontal and sloped members with crown up.
3. Do not notch, cut, or bore members for pipes, ducts, or conduits, or for other reasons except as shown on the Drawings or as specifically approved in advance, in writing by the Architect.

B. Bearings:

1. Make bearings full unless otherwise indicated on the Drawings.
2. Finish bearing surfaces on which structural members are to rest so as to give sure and even support.
3. Where framing members slope, cut or notch the ends as required to give uniform bearing surface.
4. Where roof rafters are to be replace or assist existing deteriorated rafters, install new rafter the full length of the span of the existing rafter. At the direction of the Architect or the Structural Engineer, install adjacent to and in contact with the existing rafter.

3.4 - BLOCKING AND BRIDGING

- A. Install blocking as required to support items of finish and to cut off concealed draft openings,
both vertical and horizontal, between ceiling and floor areas.

3.5 - ALIGNMENT

- A. On framing members to receive a finished surface, align the finish subsurface to vary not
more than 1/8" from the plane of surfaces of adjacent furring and framing members.

3.6 - INSTALLATION OF SHEATHING

A. Placement:

1. Place sheathing with face grain perpendicular to supports and continuously over at least two supports, except where otherwise shown on the Drawings.
2. Center joints accurately over supports, unless otherwise shown on Drawings.

B Protect sheathing from moisture by use of waterproof coverings until the sheathing in turn has been covered with the next succeeding component or finish.

3.7 - FASTENING

A. Nailing:

1. Use only common wire nails or spikes of the dimension shown on the Fastening Schedule given in Table 2304.9.1 of the State of Conn. Basic Building Code, except where otherwise specifically noted on the Drawings.
2. For conditions not covered in the Nailing Schedule provide penetration into the piece Receiving the point of not less than 1/2 the length of the nail or spike, provided, however, that 16d nails may be used to connect two pieces of 2" (nominal) thickness.
3. Nail without splitting wood.
4. Pre-bore as required.
5. Remove split members and replace with members complying with the specified requirements.

B. Screws:

1. For lag screws and wood screws, pre-bore holes same diameter as root of threads, enlarging holes to shank diameter for length of shank.

END OF SECTION 06100

SECTION 07300 - ASPHALT SHINGLE ROOFING SYSTEM

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Granule surfaced asphalt shingle roofing.
- B. Ice and water shield.
- C. Shingle underlayment
- D. Metal Drip Edges at eaves.
- E. Continuous Ridge Vents.

1.2 RELATED SECTIONS

- A. Section 06100 - Rough Carpentry.
- B. Section 07600 – Sheet Metal Flashing and Trim
- C. Section 07900 - Sealants.

1.3 REFERENCES

- A. ASTM A 653/A 653M - Standard Specification for Steel Sheets, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process.
- B. ASTM B 209 - Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate.
- C. ASTM D 226 - Standard Specification for Asphalt-Saturated Organic Felt Used in Roofing and Waterproofing.
- D. ASTM D 1970 - Standard Specification for Self-Adhering Polymer Modified Bituminous Sheet Materials Used as Steep Roofing Underlayment for Ice Dam Protection.
- E. ASTM D 3018 - Standard Specification for Class A Shingles Surfaced with Mineral Granules.
- F. ASTM D 3161 - Standard Test Method for Wind-Resistance of Asphalt Shingles (Fan-Induced Method).
- G. ASTM D 3462 - Standard Specification for Asphalt Shingles Made from Glass Felt and Surfaced with Mineral Granules.
- H. ASTM D 4586 - Standard Specification for Asphalt Roof Cement, Asbestos-Free.
- I. ASTM D 4869 - Standard Specification for Asphalt-Saturated Organic Felt Shingle Underlayment Used in Roofing.
- J. ASTM D 6757 – Standard Specification for Inorganic Underlayment for Use with Steep Slope Roofing Products.
- K. ASTM D 7158 – Standard Test Method for Wind Resistance of Sealed Asphalt Shingles (Uplift Force/Uplift Resistance Method)

- L. E 108 - Standard Test Methods for Fire Tests of Roof Coverings.
- M. UL 2218 - Impact Resistance of Prepared Roofing Materials.
- N. UL 2390/ASTM D 6381 – Test Method for Wind Resistant Shingles with Sealed Tabs
- O. ARMA – Asphalt Roofing Manufacturers Association, Residential Asphalt Roofing Manual (latest edition), for standards of materials, manufacturing and installation.

1.4 SUBMITTALS

- A. Within ten (10) calendar days after the Contractor has received the Owner's Notice to Proceed, submit the following:
 - 1. Product Data: Provide manufacturer's printed product information indicating material characteristics, performance criteria, and product limitations.
 - 2. Manufacturer's Installation Instructions: Provide published instructions that indicate preparation required and installation procedures.
 - 3. Necessary data that demonstrates that material complies with requirements of all materials specified.
 - 4. Product samples required for all items.

1.5 QUALITY ASSURANCE

- A. Maintain one copy of manufacturer's application instructions on project site.
- B. Verify that manufacturer's label contains reference to specified ASTM standards.

1.6 ENVIRONMENTAL REQUIREMENTS

- A. Take special care when applying WinterGuard Waterproofing Shingle Underlayment and shingles when ambient or wind chill temperature is below 45 degrees F. Tack WinterGuard in place if it does not adhere immediately to the deck.

1.7 EXTRA MATERIALS

- A. Furnish under provisions of Section 01700.
- B. Provide 100 square feet (1 square) of extra shingles of color specified.

1.8 WARRANTY

- A. Asphalt Fiber Glass Shingles.
 - 1. Certainteed XT™ 30, 30 year warranty.

- B. Warranty Supplement: Provide manufacturer's supplemental warranty ("CertainTeed SureStart") to cover labor and materials in the event of a material defect for the following period after completion of application of shingles:
 - 1. First ten years.

- C. The Contractor shall provide to the Owner a ten (10) year (NDL) "No Dollar Limit" for labor and material. Period of guarantee is from date of Owner's final acceptance.

1.9 HAZARDOUS MATERIALS

- A. No asbestos materials evident. Report available upon request from owner.

1.10 PROJECT COMPLETION

- A. Final Payment will not be approved until all items as outlined in Section 01700 have been completed.

- B. All guarantees and warranties for new materials shall commence at date of written Final Acceptance of the Work, by the Owner, or its designated agent.

- C. Upon completion of the project, the roofing manufacturer shall provide installation and material inspection warranties and certification of the roof system.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Roof Shingles, Underlayments, Ice & Water Shield: For a standard of quality, material, testing and warranty, provide products as manufactured by CertainTeed Corporation, Architectural Support Group, P.O. Box 860, Valley Forge, PA 19482. Tel: (800) 233-8990, Fax: (610) 341-7940.

- B. Ridge Vents: Provide products as manufactured by Air Vent, Inc., Dallas, TX

- C. Substitutions: Products meeting the quality, availability and specifications of the items specified will be considered at time of Shop Drawing Submittals only.

2.2 ASPHALT FIBER GLASS SHINGLES – (ARCHITECTURAL STYLE)

- A. CertainTeed XT30 Shingles: Conforming to ASTM D 3018 Type I – Self Sealing; UL Certification of ASTM D3462, ASTM D 3161/UL 997 80-mph Wind Resistance and UL Class A Fire Resistance; glass fiber mat base, Ceramically colored/UV resistant mineral surface granules across entire face of shingle; square three tab typ.

1. Weight: 215 pounds per square (100 square feet).
2. Color: As selected by Architect from manufacturer's standards.

2.3 SHEET MATERIALS

- A. Eaves and Roof Penetration Protection: CertainTeed "WinterGuard"; ASTM D 1970 sheet barrier of self-adhering rubberized asphalt membrane shingle underlayment having internal reinforcement, and "split" back plastic release film; provide material with warranty equal in duration to that of shingles being applied.

1. CertainTeed WinterGuard Sand

- B. Underlayment: CertainTeed "Roofers' Select", ASTM D 6757; asphalt-impregnated fiberglass-reinforced organic felt designed for use on roof decks as a water-resistant layer beneath roofing shingles. Roofing felt shall be 15 lb. minimum.

- C. Waterproofing Underlayment: CertainTeed "WinterGuard"; ASTM D 1970 sheet barrier of self-adhering rubberized asphalt membrane shingle underlayment having internal reinforcement, and "split" back plastic release film; Use in 'low-slope' areas (below 4:12, but no less than 2:12); provide material with warranty equal in duration to that of shingles being applied.

1. CertainTeed WinterGuard Sand

2.4 RIDGE VENTS

- A. Shingle Vent II, Class A; 12" wide shingle-over ridge vent type, Class A Fire Rated by AirVent, Inc.

1. Color: Black.

2.5 ACCESSORY SHINGLES

- A. Accessory ridge shingles shall be “Shadow Ridge” specifically designed for use with “Landmark TL” Series.

2.6 VENT PIPE BOOTS

- A. Replace all vent pipe flashing with new flashing and boots with new collar and sleeve unit FB31 by IPS Corporation Roofing Products, Compton, CA or approved equal.

2.7 FLASHING MATERIALS

- A. Sheet Flashing: ASTM B 209; minimum 0.040 inch thick aluminum with mill finish.

2.8 ACCESSORIES

- A. Nails: Standard round wire type roofing nails, corrosion resistant; hot dipped zinc coated steel, aluminum, or chromated steel; minimum 3/8 inch (9.5 mm) head diameter; minimum 11 or 12 gage (2.5 mm) shank diameter; shank to be of sufficient length to penetrate through roof sheathing or 3/4 inch (19 mm) into solid wood, plywood, or non-veneer wood decking.
- B. Asphalt Roofing Cement: ASTM D 4586, Type I or II.

2.9 FLASHING FABRICATION

- A. Form flashing to profiles indicated on Drawings, and to protect roofing materials from physical damage and shed water.
- B. Form sections square and accurate to profile, in maximum possible lengths, free from distortion or defects detrimental to appearance or performance.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify existing site conditions under provisions of other Specification Divisions.
- B. Verify that roof penetrations and plumbing stacks are in place and flashed to deck surface.

- C. Verify roof openings are correctly framed prior to installing work of this section.
- D. Provide Ice & Water Shield around all roof penetrations.
- E. Verify deck surfaces are dry and free of ridges, warps, and voids.
- F. Report damaged or deteriorated roof sheathing to the Architect or Owner's Representative immediately.

3.2 ROOF DECK PREPARATION

- A. Follow shingle manufacturer's recommendations for acceptable roof deck materials.
- B. Broom clean deck surfaces under eave protection and underlayment prior to their application.

3.3 INSTALLATION – ICE AND WATER SHEILD

- A. Place eave edge and gable edge metal flashing tight with fascia boards. Weather-lap joints 2 inches. Secure flange with nails spaced 8 inches on center.
- B. Apply CertainTeed "WinterGuard" Waterproofing Shingle Underlayment as eave protection in accordance with manufacturer's instructions and per drawings. Starting from the drip edge apply width necessary to provide eave protection to a minimum of 24" horizontally beyond the interior face of the exterior wall, this item must be verified in the field prior to shop drawing submittal.
- C. Apply 36" square CertainTeed "WinterGuard" Waterproofing Shingle Underlayment around all roof penetrations.

3.4 INSTALLATION - VALLEY PROTECTION

- A. For "closed-cut," valleys place one ply of WinterGuard, minimum 36 inches wide, centered over valleys, lap joints 6" minimum. Follow instructions of shingle and waterproofing membrane manufacturer.

3.5 INSTALLATION - PROTECTIVE UNDERLAYMENT

- A. Roof Slope 4:12 or Greater: Install one layer 15 lb. minimum asphalt felt shingle underlayment perpendicular to slope of roof and lap minimum 4 inches over eave protection.
- B. Weather-lap and seal watertight with asphalt roofing cement items projecting through or mounted on roof. Avoid contact of solvent-based cements with WinterGuard.

3.6 INSTALLATION - METAL FLASHING

- A. Weather-lap joints minimum 2 inches.
- B. Seal work projecting through or mounted on roofing with asphalt roofing cement and make weather-tight.

3.7 INSTALLATION – DRIP EDGES

- A. Apply aluminum drip edge at eaves and anchor securely into sheathing. Verify that sheathing at eave is not rotted and will accept nails.
- B. Apply aluminum drip edge strip at all roof edges over the shingle underlayment and anchor to roof sheathing.

3.8 INSTALLATION - ASPHALT SHINGLES

- A. Install shingles in accordance with manufacturer's instructions for product type and application specified.
- B. Unless required otherwise by the manufacturer, install all shingles as follows: Place one (1) nail 1 inch from each end of shingle and 12 inches from each end; four (4) nails are required in each shingle. All (4) nails must be placed on a line 5-5/8" above the butt edge of the shingle and just below the self-sealing strip. Nails shall penetrate a minimum of 3/4" into sheathing. Note: Fastening of shingles with staples will not be allowed.

3.9 INSTALLATION – VENT STACKS

- A. Remove existing flashing and deposits off site as debris.
- B. Examine existing roof sheathing for rot. Document damaged sheathing with the Owner's Representative or Architect prior to sheathing replacement.
- C. Install Ice & Water Shield around all pipe penetrations.

- D. Install new one piece prefabricated metal flashing over existing vent stack. Anchor flange into roof sheathing with roofing nails, and weave into shingles to make watertight.

3.10 FIELD QUALITY CONTROL

- A. Field inspection will be performed by the Architect with photographs of the Work in Progress.
- B. Visual inspection of the Work will be provided by Owner and Architect.

3.11 PROTECTION OF FINISHED WORK

- A. Protect finished work under provisions of Section 01700.
- B. Replace shingles which have become damaged as a result of the Contractor's execution of the work.
- C. Do not permit traffic over finished roof surface.

END OF SECTION 07300

SECTION 07420 - NATURAL STONE REINFORCED PANELS

PART 1 GENERAL

1.1 SECTION INCLUDES

1.2 WORK INCLUDED:

- A. Furnish all materials, labor, tools, equipment, engineering, and services to install composite stone panels of natural stone bonded to aluminum honeycomb backing with high strength epoxy.
- B. Furnish and install supplementary framework, anchors and accessories as shown in drawings for a complete and secure installation.

1.3 RELATED SECTIONS:

- A. Rough Carpentry: Section 06100
- B. Flashing and Sheet Metals: Section 07600
- C. Sealants: Section 07900

1.4 SUBMITTALS

- A. Product Data: Submit product specifications and manufacturer's installation instructions.
- B. Shop Drawings: Submit shop drawings for Architect's review and approval prior to fabrication, including pertinent details for installation, showing joint locations, layout plan, alignments, sizes, attachments, supports, , accessories, corner details and adaptation of system to specific project.
- C. Engineering Calculations: Submit engineering calculations to the Architect, stamped and certified by a Registered Professional Engineer attesting adequacy of system to meet required loads.
- D. Samples: Submit a minimum of one 6" x 6" sample for each type of stone required in finish required.
- E. Test Data: Submit a summary of testing conducted verifying panel performance characteristics.

1.5 QUALITY ASSURANCE

- A. **Manufacturer Qualifications:** The stone panel manufacturer shall have at minimum a 3 year demonstrated capability to produce panels of the quality and scope required.
- B. **Installer Qualifications:** Regularly engaged and experienced in the installation of composite natural stone veneer honeycomb.

1.6 WARRANTY

- A. The stone panel manufacturer shall supply a 5 year limited warranty for the panels covering defects in stone panel lamination.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Transport, lift, and handle units with care, avoiding excessive stress and preventing damage; use appropriate equipment.
- B. Store products in manufacturer's unopened packaging until ready for installation, in a clean dry area protected from weather, moisture and damage; store units upright and not stacked unless permitted by manufacturer.

PART 2: PRODUCTS

2.1 MANUFACTURERS

- A. **Basis of design:** Stoneply Co., 4400 Oneal, Greenville, TX 75404
Tel: (903) 454-0904. Fax: (903)454-3642. Email: sales@stoneply.com.
www.Stoneply.com.

2.2 MATERIALS

- A. The stone shall match the sample
 - 1. Stone shall be White Trevertine in the following finishes.
 - a. Polished: Panels 1, 3 and 4
 - b. Honed: Panels 2 and 5

- B. All reinforced stone panels shall have the following properties.
1. Facing: ¼" thickness
 2. Reinforcing: ½" or ¾" honeycomb composite bonded with high strength epoxy.
 3. Average Weight: 3.3 lbs per sq. ft. (16 kg per sq. m.)
 4. Dimensional Tolerance: Plus or minus 1/8" (3.2mm) in all directions. Plus or minus 1/8" (3.2mm) diagonally.

2.3 PERFORMANCE REQUIREMENTS

- A. The stone panel's performance shall meet or exceed the following properties.
1. Acid-Freeze-Thaw: Loss in flexural strength shall not exceed 20% after 100 freeze thaw cycles + 170F to -10F immersed in dilute sulfuric acid.
 2. Large Missile Impact test per Dade County Protocol PA 201-94: Missile impact panel with a solid S4S nominal 2 x 4, #2 surface dry, Southern Pine of not less than 8'-6'. in length and 9 lbs in weight at a velocity between 50 and 52 ft/sec. without defined specimen failure.
 3. Tension Bond Capacity: 390 psi following accelerated aging by rapid freeze thaw temperature cycling from -20 degrees F to +130 degrees F.
 4. Weather Resistance: No significant loss in strength or change in appearance after 200 hours accelerated weathering conducted in accordance with ASTM G 23.
 5. Flame Spread ASTM E-84 : 5 Maximum smoke development: 5. Maximum fuel contribution: 0
 6. Toxicity of smoke: Smoke is primarily water vapor. No more toxic than Douglas Fir wood.

2.4 ACCESSORIES

- A. Anchorage and connection hardware, including Z clips, locking channels, concealed anchor plates, angle clips, structural silicone, epoxy and threaded metal inserts shall be furnished & installed under this contract. Such hardware shall be as engineered, and of sufficient size and strength to support the panels and resist the applied loads. All fastening shall be concealed. All panel mounting details shall be as approved by StonePly Co. Engineering Department prior to installation.
- B. Joint sealants (as specified in Section 07900) shall be pre tested for compatibility with the natural stone panel facing selected.

PART 3 - EXECUTION

3.1 WORKMANSHIP

- A. Installation shall be by experienced manufacturer trained installers.

3.2 PREPARATION

- A. Before starting installation, ensure that concrete or stud wall assembly is plumb and dimensions are per the Shop Drawings and Layout Drawings, and installed per relevant codes and regulations.

3.3 INSTALLATION

- A. Install in accordance with applicable code and manufacturer's recommendations, plumb and true to line; shim where necessary.
- B. All panels shall be installed in proper alignment in accordance with the approved Shop Drawings.

3.4 CLEANING

- A. Clean all dirt, marks and sealant from stone panels using methods appropriate for the type of stone and per manufacturer's recommendations
- B. Touch-up chipped and scratched surfaces per manufacturer's guidelines as approved by the Architect.

END OF SECTION

SECTION 07600 - SHEET METAL FLASHING AND TRIM

PART 1 - GENERAL

1.1 - DESCRIPTION OF THE WORK

- A. The extent of each type of flashing and sheet metal work is indicated on the drawings and as listed, but not limited to that shown below. Contractors are to review all specifications and drawings for full extent of Base Bid work, Alternate Price work and Supplemental Unit Price work.
 - 1. Fascia/edge trim.
 - 2. Metal flashing.
- B. All existing flashing to be cut away and removed prior to new base flashings as may be required to complete the intended scope of work.

1.2 - RELATED WORK SPECIFIED ELSEWHERE

- A. Section 06100 – Rough Carpentry
- B. Section 07300 – Asphalt Shingle Roofing systems
- C. Section 07630 – Gutters and Downspouts

1.3 - JOB CONDITIONS

- A. Coordinate work of this Section with interfacing and adjoining work for proper sequencing of each installation. Ensure best possible weather resistance and durability of the work and protection of materials and finishes.

1.4 – SUBMITTALS

- A. Submit each item in this section in accordance to the Conditions of the General Contract.
- B. Product Data: Include manufacturer's material and finish data, installation instructions and general recommendations for each specified flashing material and fabricated product.
- C. Shop Drawing: Each item specified to show layout, profile, methods of joining, and anchorage details.
- D. Samples: Submit samples of all sheet metal flashing, trim and accessory items, in the specified finish. Where finish involves normal color and texture variations, include sample sets composed of two (2) or more units

showing the full range of variations expected.

1. 8" square samples of specified sheet materials to be exposed as finished surfaces formed in field.
2. 12" long sample of factory-fabricated products exposed as finished work. Provide complete with specified factory finish.

1.5 - WARRANTY

- A. Provide two (2) year warranty on materials and workmanship.

PART 2 - PRODUCTS

2.1 - FLASHING AND SHEET METAL MATERIALS

- A. Sheet metal flashings, hook strips, concealed splice plates as indicated on the drawings: Minimum 0.040 min. inch thick aluminum with mill finish.
- B. Color - Finish shall be Kynar as selected from manufacturer's standard color selection. Where flashing and sheet metal systems cannot be seen mill finish is acceptable. Flashing and sheet metal items that are visible will match the color of the gutter and leader system. The Architect shall approve all color selections, materials and thickness.

2.2 - ACCEPTABLE MANUFACTURERS

- A. Sheet Metal Aluminum Flashing and Counterflashing: Minimum 0.040 min. inch thick aluminum. Color: As selected from manufacturer's full standard palette.
 1. Fry Reglet
 2. Cheney
 3. Keystone
- B. Formed-Aluminum Fascia: Minimum 0.040 inch thick aluminum. Color: As selected from manufacturer's full standard palette. Include water dams formed from galvanized steel, anchor plates, cleats or other attachment devices, concealed splice plates and trim or other accessories needed for complete installation with no exposed fasteners.
 1. Metal Era
 2. W.P. Hickman Co.

3. Merchant and Evans, Inc.

2.3– ACCESSORIES

- A. Exposed Fasteners: Stainless steel, nonmagnetic, of manufacturer's standard type and size for product and application indicated. Match finish of exposed heads with material being fastened to.
- B. Concealed Fasteners: Same metal as item fastened or other noncorrosive metal as recommended by manufacturer.
- C. Asphalt Mastic: SSPC-Paint 12, solvent-type asphalt, mastic, nominally free of sulfur and containing no asbestos fibers, compounded for 15-mil dry film thickness per coat.
- D. Mastic Sealant: Polyisobutylene; nonhardening, nonskinning, nondrying, nonmigrating sealant.
- E. Foam-Rubber Seal: Manufacturer's standard foam.

3.1 - INSTALLATION REQUIREMENTS

- A. All sheet metal work to be installed in conformance with the Architectural Sheet Metal Manual, latest edition, as produced by Sheet Metal and Air Conditioning National Association, Inc. (SMACNA).

3.2 - CLEANING AND PROTECTION

- A. Protection: Protect flashings during construction to ensure that work will be without damage or deterioration, other than natural weathering at time of substantial completion.

END OF SECTION 07600

SECTION 07900 - SEALANTS

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 work specified in this section.

1.2 - DESCRIPTION OF THE WORK

- A. The required application of sealant work includes, but is not necessarily limited to the following general locations:
 - 1. All perimeter joints, control joints and between new construction to existing construction.

1.3 - RELATED WORK SPECIFIED ELSEWHERE

- A. Section 06100 – Rough Carpentry
- B. Section 07600 – Sheet Metal Flashing and Trim
- C. Section 07630 – Gutters and Downspouts

1.4 - SUBMITTALS

- A. See Section 01700.
- B. Submit manufacturer's product data, shop drawings and samples.

1.5 - PROJECT/SITE CONDITIONS

- A. Apply sealants only to dry surfaces.
- B. Do not apply sealants when temperature is below 40 F. or less than 46 F. and falling

PART 2 - PRODUCTS

2.1 - MATERIALS

- A. One or two part urethane sealant.
 - 1. Acceptable Manufacturers:
 - a. Pecora-Dynatrol II
 - b. Sonneborn – Ultra.
 - c. Tremco-Vulkem 116
 - B. Single component silicone sealant
 - 1. Dow Corning Corporation 795
 - 2. Acceptable Manufacturers
 - a. GE Silicones
 - b. Tremco
 - c. Pecora Corporation
 - d. Sonneborn
- C. In all applications, provide and install sealants which are designed specifically for the particular application and guaranteed by the manufacturer for such use.
- D. Joint Backer: Closed cell polyurethane rod stock, size as required.

PART 3 - EXECUTION

3.1 - INSPECTIONS

- A. Prior to application of sealants, the Contractor shall examine the surfaces of the work to which sealants will be applied. Correct conditions detrimental to timely and proper completion of the work. Do not proceed until unsatisfactory conditions are corrected.

3.2 - PREPARATION

- A. Bonding surfaces on both new and remedial jobs must be clean, dust and frost free. Solvent wipe the surfaces using a clean oil-free rag saturated with solvent compatible with surface being cleaned, as recommended by sealant manufacturer. Do not flood surfaces with more solvent than necessary.

- B. Do not clean surfaces with soap, detergent or any water-based cleaner. Make sure that apparently clean surfaces are not covered with a thin film of construction dust.

3.3 APPLICATION

- A. Apply joint backing to joints open in back or over 1/2" deep. Compress backing so as to form a firm stop which will resist sealant pressure.
- B. Sealants shall be installed with either a hand operated or air-operated caulking gun with sufficient pressure to completely fill voids and joints solidly. Extreme care shall be taken to prevent smearing onto adjacent surfaces. Material shall be heated as recommended by the manufacturer. Joints shall have a neat, uniform, slightly concave appearance.
- C. All sealant work shall strictly conform to the sealant manufacturer's technical instructions for surface preparation and application procedures to accomplish a weathertight seal.
- D. Tool joints within 10 minutes of application. Remove masking tape before a surface skin begins to form.
- E. After applying the sealant and after a "skin" has formed, do not disturb the joint for 48 hours.

3.4 - REMEDIAL WORK AND LIMITATIONS

- A. Should sealant not completely fill or fully adhere to intended surfaces on first pass, remove bead and re-apply. Do not apply successive beads to fill opening to obtain adhesion.
- B. If cleaning solvent stain, abrade, or otherwise damage adjacent materials or surfaces, all repair, replacement, etc. shall be performed at no cost to the Owner.

3.5 - CLEAN UP

- A. Completely remove excesses, spillage, "tails", and properly dispose of same; use solvents recommended by manufacturer of sealant being applied.
- B. Select solvents that are compatible with surfaces being cleaned.

END OF SECTION 07900

SECTION 09911 - EXTERIOR PAINTING

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes surface preparation and the application of paint systems on the following exterior substrates:
 - 1. PVC Trim
 - 2. Galvanized metal. (Exterior Metal Doors and Frames)

1.2 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Samples: For each finish and for each color and texture required.
- C. Product List: Printout of current "MPI Approved Products List" for each product category specified in Part 2, with the proposed product highlighted.

1.3 QUALITY ASSURANCE

- A. MPI Standards:
 - 1. Products: Complying with MPI standards indicated and listed in "MPI Approved Products List."
 - 2. Preparation and Workmanship: Comply with requirements in "MPI Architectural Painting Specification Manual" for products and paint systems indicated.

1.4 EXTRA MATERIALS

- A. Furnish extra materials described below that are from same production run (batch mix) as materials applied and that are packaged for storage and identified with labels describing contents.
 - 1. Quantity: Furnish an additional 5 percent, but not less than **1 gal. (3.8 L)** of each material and color applied.

PART 2 - PRODUCTS

2.1 PAINT, GENERAL

A. Material Compatibility:

1. Provide materials for use within each paint system that are compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.
2. For each coat in a paint system, provide products recommended in writing by manufacturers of topcoat for use in paint system and on substrate indicated.

B. Colors: As selected by Architect from manufacturer's full range.

2.2 ACCEPTABLE MANUFACTURERS

- A. Sherwin Williams
- B. PPG
- C. Benjamin Moore

2.3 METAL PRIMERS

- A. Alkyd Anticorrosive Metal Primer: MPI #79.
 1. VOC Content: E Range of E1.
- B. Cementitious Galvanized-Metal Primer: MPI #26.
 1. VOC Content: E Range of E1.

2.4 EXTERIOR ALKYD PAINTS

- A. Exterior Alkyd Enamel (Semigloss): MPI #94 (Gloss Level 5).
 1. VOC Content: E Range of E1.

2.5 SPECIAL COATINGS

- A. Anti-Graffiti Coating MPI #105 and 205
 1. VOC Content: Zero VOC SCA/QMD Super Compliant VOC Paint List

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of work.
- B. Verify suitability of substrates, including surface conditions and compatibility with existing finishes and primers.
- C. Begin coating application only after unsatisfactory conditions have been corrected and surfaces are dry.
 - 1. Beginning coating application constitutes Contractor's acceptance of substrates and conditions.

3.2 PREPARATION AND APPLICATION

- A. Comply with manufacturer's written instructions and recommendations in "MPI Architectural Painting Specification Manual" applicable to substrates and paint systems indicated.
- B. Clean substrates of substances that could impair bond of paints, including dirt, oil, grease, and incompatible paints and encapsulants.
 - 1. Remove incompatible primers and reprime substrate with compatible primers as required to produce paint systems indicated.
- C. Apply paints to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracking, runs, sags, ropiness, or other surface imperfections. Cut in sharp lines and color breaks.
- D. Protect work of other trades against damage from paint application. Correct damage to work of other trades by cleaning, repairing, replacing, and refinishing, as approved by Architect, and leave in an undamaged condition.
- E. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.

3.3 EXTERIOR PAINTING SCHEDULE

A. Steel Substrates:

1. Alkyd System: MPI EXT 5.1D.
 - a. Prime Coat: Alkyd anticorrosive metal primer.
 - b. Intermediate Coat: Exterior alkyd enamel matching topcoat.
 - c. Topcoat: Exterior alkyd enamel (semigloss).

B. Galvanized-Metal Substrates:

1. Alkyd System: MPI EXT 5.3B.
 - a. Prime Coat: Cementitious galvanized-metal primer.
 - b. Intermediate Coat: Exterior alkyd enamel matching topcoat.
 - c. Topcoat: Exterior alkyd enamel (semigloss).

C. Pre-cast Concrete:

1. Sherwin Williams Pro-Industrial Anti-Graffiti Coating: MPI #105 and 205
 - a. One Coat @ 6.0 – 9.0 mils dft

D. Stone Panels:

1. Sherwin Williams GCP 1000 Aliphatic Polyurethane Top Coat: MPI #105 and 205
 - a. One Coat @ 3.0 – 9.0 mils dft

END OF SECTION 09911

SECTION 10431 - SIGNAGE

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes the following:

1. Cast Metal Plaques

1.2 DEFINITIONS

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

1.3 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Shop Drawings: Show fabrication and installation details for signs.
1. Provide shop drawings for fabrication and erection of signs. Include plan, elevations and large-scale sections of typical materials and components. Show anchors, grounds reinforcement, accessories, layout and installation details.
 2. Furnish full-size rubbings for metal plaque.
- C. Samples: For each sign type and for each color and texture required.

1.4 QUALITY ASSURANCE

- A. Regulatory Requirements: Comply with applicable provisions in ADA-ABA Accessibility Guidelines and ICC/ANSI A117.1.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Brass, Yellow, Sheet: ASTM B 36/B 36M, Alloy UNS No. C26000.

2.2 PLAQUES

- 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. Barlo Signs
 - 2. Matthews International Corporation; Bronze Division.
 - 3. Southwell Company (The).
- B. Town Seal Cast Plaques: Provide castings free of pits, scale, sand holes, and other defects, as follows:
 - 1. Plaque Material: Brass
 - 2. Background Texture: Manufacturer's standard Leatherette texture.
 - 3. Background Finish: Architect to select from manufacturer's standard selections.
 - 4. Border Style: Single Line.
 - 5. Mounting: Face mounting using exposed fasteners with rosettes attached through the face of the plaque. Provide expansion sleeves for floor mounting.
 - 6. Size: 38" diameter.
 - 7. Graphic Content and Style: Replicate Town of East Hartford Official Town Seal, including text and graphics. Copy to be provided by Owner. See drawings sheet A-2.1.

2.3 ACCESSORIES

- A. Anchors and Inserts: Provide nonferrous-metal or hot-dip galvanized anchors and inserts for corrosion resistance. Use toothed steel or lead expansion-bolt devices for drilled-in-place anchors. Furnish inserts, as required, to be set into concrete or masonry work.

2.4 FABRICATION

- A. General: Provide manufacturer's standard signs of configurations indicated.
 - 1. Conceal fasteners if possible; otherwise, locate fasteners where they will be inconspicuous.

2.5 COPPER-ALLOY FINISHES

- A. Cast-Brass Character Finishes: Manufacturer's standard satin finish with exposed surfaces free from porosity, burrs, and rough spots; with returns finished with fine-grain air blast.
 - 1. Raised Areas: Hand-tool and buff borders and raised copy to produce manufacturer's standard satin finish.
- B. Clear Protective Coating: Coat exposed surfaces of copper alloys with manufacturer's standard, clear organic coating specially designed for coating copper-alloy products.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Cast-Metal Plaques: Mount plaques using standard fastening methods to comply with manufacturer's written instructions for type of wall surface indicated.

END OF SECTION 10431

SECTION 3

**GRANTS ADMINISTRATION OFFICE
REQUIREMENTS**

NOTICE TO CONTRACTOR – HUD (Department of Housing and Urban Development)
CONTRACT REQUIREMENTS

The following language is made a part of this Contract and shall be made part of all subcontracts and second tier subcontracts:

NOTICE TO CONTRACTOR – SECTION 3

- E. Section 3 Clause: 24 CFR Section 135.38
- A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
 - B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
 - C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person (s) taking applications for each of the positions; and the anticipated date the work shall begin.
 - D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

NOTICE TO CONTRACTOR – HUD (Department of Housing and Urban Development)
CONTRACT REQUIREMENTS (continued)

- 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. Non-compliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

The Contractor agrees to comply with the Section 3 clause and any additional federal guidelines or regulations issued or promulgated thereunder.

The Contractor must complete the "Section 3 Certification" on pages 21 and 22 within ten days of contract award.

NOTICE TO CONTRACTOR – HUD REQUIREMENTS

This project is funded with federal money through the Community Development Block Grant (CDBG) Program of the U.S. Department of Housing and Urban Development (HUD) and is therefore subject to certain federal requirements.

This notice is intended to summarize the HUD specific requirements for this project. Detailed federal contracting requirements are located in Appendix “A” and “B” and online at the HUD website (www.hud.gov). This summary does not relieve the Contractor from compliance with any federal contracting requirements.

Section 3

Section 3 of the Housing and Urban Development Act of 1968 (Act) is intended to ensure that when employment or contracting opportunities are generated because a covered project or activity necessitates the employment of additional persons or the awarding of contracts for work, preference must be given to low- and very low-income persons or business concerns residing in the community where the project is located.

Section 3 compliance is triggered if there is a need to hire or sub-contract work as a result of this project. If all work will be done by the successful bidder with no need to hire additional staff or to subcontract work, then Section 3 compliance is not required. For more information, visit the HUD website at

<http://www.hud.gov/offices/fheo/section3/section3brochure.cfm>.

- If this project generates the need for work to be contracted out, then **TEN PERCENT (10%)** of the awarded contract value must be performed by contractors or subcontractors meeting the definitions of a Section 3 business concern as defined in the Act.
- If this project creates the need for the employment of additional persons, then **THIRTY PERCENT (30%)** of new employees hired for this project shall be Section 3 residents as defined by the Act.

Debarment List

No Contractor currently on the “List of Current Exclusions” (debarment list) as maintained by HUD may be awarded this contract. For more information, visit

http://www.hud.gov/offices/enforce/compliance_faq.cfm.

Davis Bacon Act

This Contractor shall comply with the federal Davis-Bacon Act regarding the payment of federal prevailing wage rates. See Appendix “A” for Federal Prevailing Wage Rates to be utilized for this project. More information may be found at:

<http://www.gpo.gov/davisbacon/referencemat.html>.

Nondiscrimination in Employment

This contract is subject to the requirements of Executive Order 11246 “Equal Employment Opportunity”. See Appendix “B” and

<http://www.dol.gov/ofccp/regs/compliance/fs11246.htm> for more information.

APPENDIX A

FEDERAL LABOR STANDARDS PROVISIONS / WAGE RATES

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 I(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/wh347instr.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 subparagraph (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.

Fact Sheet #66: The Davis-Bacon and Related Acts (DBRA)

This fact sheet provides general information concerning DBRA.

Coverage

DBRA requires payment of prevailing wages on federally funded or assisted construction projects. The [Davis-Bacon Act](#) applies to each federal government or District of Columbia contract in excess of \$2,000 for the construction, alteration, or repair (including painting and decorating) of [public buildings or public works](#). Many federal laws that authorize federal assistance for construction through grants, loans, loan guarantees, and insurance are Davis-Bacon “related Acts.” The “related Acts” include provisions that require Davis-Bacon labor standards apply to most federally assisted construction. Examples of “related Acts” include the Federal-Aid Highway Acts, the Housing and Community Development Act of 1974, and the Federal Water Pollution Control Act.

Basic Provisions/Requirements

Contractors and subcontractors must pay [laborers and mechanics employed](#) directly upon the [site of the work](#) at least the locally prevailing wages (including fringe benefits), listed in the Davis-Bacon wage determination in the contract, for the work performed. [Davis-Bacon labor standards clauses](#) must be included in covered contracts.

The Davis-Bacon “prevailing wage” is the combination of the basic hourly rate and any fringe benefits listed in a Davis-Bacon wage determination. The contractor’s obligation to pay at least the prevailing wage listed in the contract wage determination can be met by paying each laborer and mechanic the applicable prevailing wage entirely as cash wages or by a combination of cash wages and employer-provided bona fide fringe benefits. Prevailing wages, including fringe benefits, must be paid on all hours worked on the site of the work.

Apprentices or trainees may be employed at less than the rates listed in the contract wage determination only when they are in an apprenticeship program registered with the Department of Labor or with a state apprenticeship agency recognized by the Department.

Contractors and subcontractors are required to pay covered workers weekly and submit weekly certified payroll records to the contracting agency. They are also required to post the applicable Davis-Bacon wage determination with the [Davis-Bacon poster \(WH-1321\)](#) on the job site in a prominent and accessible place where they can be easily seen by the workers.

Davis-Bacon Wage Determinations

Davis-Bacon wage determinations are published on the Wage Determinations On Line ([WDOL](#)) website for contracting agencies to incorporate them into covered contracts. The “prevailing wages” are determined based on wages paid to various classes of laborers and mechanics employed on specific types of construction projects in an area. Guidance on determining the type of construction is provided in All Agency Memoranda [Nos. 130](#) and [131](#).

Penalties/Sanctions and Appeals

Contract payments may be withheld in sufficient amounts to satisfy liabilities for underpayment of wages and for liquidated damages for overtime violations under the Contract Work Hours and Safety Standards Act (CWHSSA). In addition, violations of the Davis-Bacon contract clauses may be grounds for contract termination, contractor liability for any resulting costs to the government and debarment from future contracts for a period up to three years.

Contractors and subcontractors may challenge determinations of violations and debarment before an Administrative Law Judge (ALJ). Interested parties may appeal ALJ decisions to the Department's Administrative Review Board. Final Board determinations on violations and debarment may be appealed to and are enforceable through the federal courts.

Typical Problems

(1) Misclassification of laborers and mechanics. (2) Failure to pay full prevailing wage, including fringe benefits, for all hours worked (including overtime hours). (3) Inadequate recordkeeping, such as not counting all hours worked or not recording hours worked by an individual in two or more classifications during a day. (4) Failure of to maintain a copy of bona fide apprenticeship program and individual registration documents for apprentices. (5) Failure to submit certified payrolls weekly. (6) Failure to post the Davis-Bacon poster and applicable wage determination.

Relation to State, Local, and Other Federal Laws

The [Copeland "Anti-Kickback" Act](#) prohibits contractors from in any way inducing an employee to give up any part of the compensation to which he or she is entitled under his or her contract of employment, and requires contractors to submit a weekly statement of the wages paid to each employee performing DBRA covered work.

Contractors on projects subject to DBRA labor standards may also be subject to additional prevailing wage and overtime pay requirements under State (and local) laws. Also, overtime work pay requirements under CWHSSA) and the [Fair Labor Standards Act](#) may apply.

Under [Reorganization Plan No. 14 of 1950](#), (5 U.S.C.A. Appendix), the federal contracting or assistance-administering agencies have day-to-day responsibility for administration and enforcement of the Davis-Bacon labor standards provisions and, in order to promote consistent and effective enforcement, the Department of Labor has regulatory and oversight authority, including the authority to investigate compliance.

Where to Obtain Additional Information

For additional information, visit our Wage and Hour Division Website: <http://www.wagehour.dol.gov> and/or call our toll-free information and helpline, available 8 a.m. to 5 p.m. in your time zone, 1-866-4USWAGE (1-866-487-9243).

This publication is for general information and is not to be considered in the same light as official statements of position contained in the regulations.

U.S. Department of Labor
Frances Perkins Building
200 Constitution Avenue, NW
Washington, DC 20210

1-866-4-USWAGE
TTY: 1-866-487-9243
[Contact Us](#)

General Decision Number: CT140021 02/21/2014 CT21

Superseded General Decision Number: CT20130021

State: Connecticut

Construction Type: Building

County: Hartford County in Connecticut.

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

Modification Number Publication Date

0 01/03/2014

1 01/31/2014

2 02/21/2014

BOIL0237-001 01/01/2013

	Rates	Fringes
BOILERMAKER.....	\$ 35.24	25.01

BRCT0001-008 12/30/2013

	Rates	Fringes
TILE SETTER.....	\$ 33.05	23.28

* BRCT0001-013 12/30/2013

	Rates	Fringes
BRICKLAYER.....	\$ 32.50	27.46

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 on that day in addition to holiday pay.

* BRCT0001-014 12/30/2013

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER (Including Caulking)....	\$ 32.50	27.46

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 on that day in addition to holiday pay.

BRCT0001-021 12/30/2013

	Rates	Fringes
PLASTERER.....	\$ 32.50	27.46

CARP0024-012 05/06/2013

	Rates	Fringes
CARPENTER (Including Drywall Hanging, Acoustical Ceiling Installation, Soft Floor/Carpet Laying, Metal Stud Installation, Form Work and Scaffold Building).....	\$ 30.45	21.65

CARP0024-013 05/06/2013

	Rates	Fringes
MILLWRIGHT.....	\$ 30.78	22.15

ELEC0035-007 06/01/2013

Entire County excluding Berlin, Bristol, Hartland, New Britain, Newington, Plainville and Southington Townships

	Rates	Fringes
ELECTRICIAN, Includes Low Voltage Wiring.....	\$ 37.60	23.35

ELEC0090-007 06/01/2013

Berlin, Bristol, New Britain, Newington, Plainville, Southington Townships

	Rates	Fringes
ELECTRICIAN, Includes Low Voltage Wiring.....	\$ 36.75	23.67

ELEC0488-010 06/01/2013

Hartland Township

	Rates	Fringes
ELECTRICIAN, Includes Low Voltage Wiring.....	\$ 36.52	24.10

* ELEV0091-001 01/01/2014

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 47.15	26.785

PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Christmas Day, plus the Friday after Thanksgiving.

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.

* ENGI0478-013 04/07/2013

	Rates	Fringes
POWER EQUIPMENT OPERATOR:		
Asphalt Paver.....	\$ 34.01	21.55
Asphalt Roller.....	\$ 33.36	21.55
Backhoe/Excavator 2 cubic yards and over.....	\$ 35.73	21.55
Backhoe/Excavator under 2 cubic yards; Grader/Blade;		
Rubber Tire Backhoe/Excavator.....	\$ 34.99	21.55
Bobcat/Skid Loader; Forklift.....	\$ 32.53	21.55
Bulldozer (Rough Grade Dozer).....	\$ 33.70	21.55
Bulldozer Fine Grade(includes slopes, shaping, laser or gps).....	\$ 34.99	21.55

Concrete Pump.....	\$ 34.01	21.55
Crane handling or erecting structural steel or stone...	\$ 36.05	21.55
Cranes (100 ton capacity & over).....	\$ 35.73	21.55
Cranes (under 100 ton rated capacity).....	\$ 34.99	21.55
Earth Roller.....	\$ 30.49	21.55
Front End Loader (3 cubic yards up to 7 cubic yards)..	\$ 33.70	21.55
Front End Loader (7 cubic yards or over).....	\$ 36.05	21.55
Front End Loader (under 3 cubic yards).....	\$ 32.53	21.55
Mechanic.....	\$ 32.96	21.55
Oiler.....	\$ 27.65	21.55
Vibratory Hammer.....	\$ 30.49	21.55

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.

- Crane with boom, including jib, 150 feet - \$1.50 extra.
- Crane with boom, including jib, 200 feet- \$2.50 extra.
- Crane with boom, including jib, 250 feet - \$5.00 extra.
- Crane with boom, including jib, 300 feet - \$7.00 extra.
- Crane with boom, including jib, 400 feet - \$10.00 extra.

 * IRON0015-006 07/01/2013

	Rates	Fringes
IRONWORKER, ORNAMENTAL, REINFORCING AND STRUCTURAL.....	\$ 33.50	28.98

PAID HOLIDAY: Labor Day provided employee has been on the payroll for the 5 consecutive work days prior to Labor Day.

 * LABO0056-014 04/07/2013

	Rates	Fringes
LABORER		
Common/General Laborer.....	\$ 26.40	17.15
Mason Tender (Brick/Concrete/Cement).....	\$ 26.90	17.15
Plaster Tender.....	\$ 26.65	17.15

 PAIN0011-012 06/01/2013

	Rates	Fringes
GLAZIER.....	\$ 34.18	17.75

a. PAID HOLIDAYS: Labor Day and Christmas Day.

* PAIN0011-020 06/01/2013

	Rates	Fringes
PAINTER		
Brush and Roller.....	\$ 30.62	17.75
Drywall Finishing/Taping....	\$ 31.37	17.75
Paperhanger.....	\$ 31.12	17.75
Spray.....	\$ 33.62	17.75

* PLUM0777-006 06/01/2013

	Rates	Fringes
PIPEFITTER (Including HVAC Pipe Installation).....	\$ 39.31	26.27

* PLUM0777-007 06/01/2013

	Rates	Fringes
PLUMBER (Excluding HVAC Pipe Installation).....	\$ 39.31	26.27

ROOF0009-005 01/01/2013

	Rates	Fringes
ROOFER		
Composition.....	\$ 31.70	17.36
Slate and Tile.....	\$ 32.20	17.36

* SFCT0669-001 07/01/2013

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 36.76	19.87

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.

SHEE0040-004 07/01/2013

	Rates	Fringes
SHEETMETAL WORKER, Including HVAC Duct Installation.....	\$ 33.84	31.18

SUCT2009-005 04/15/2009

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 24.25	10.76
LABORER: Airtool Operator.....	\$ 17.04	6.90
LABORER: Landscape.....	\$ 19.97	2.70
LABORER: Fence Erector.....	\$ 19.65	7.00
LINE CONSTRUCTION: Groundman....	\$ 10.00	2.17
LINE CONSTRUCTION: Lineman.....	\$ 22.09	6.18
OPERATOR: Asphalt Spreader.....	\$ 25.05	8.90
TILE FINISHER.....	\$ 24.55	0.00

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

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 union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters , PLUM, indicate the international union and the four-digit number, 0198, that follows 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. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

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

APPENDIX B

FEDERAL REQUIREMENTS

FY 2014 Income Limits Documentation System

FY 2014 Income Limits Summary (effective December 18, 2013)

East Hartford town, Connecticut										
FY 2014 Income Limit Area	<u>Median Income</u>	FY 2014 Income Limit Category	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
East Hartford town	\$85,700	<u>Extremely Low (30%) Income Limits</u>	\$18,000	\$20,600	\$23,150	\$25,700	\$27,800	\$29,850	\$31,900	\$33,950
		<u>Very Low (50%) Income Limits</u>	\$30,000	\$34,300	\$38,600	\$42,850	\$46,300	\$49,750	\$53,150	\$56,600
		<u>Low (80%) Income Limits</u>	\$44,750	\$51,150	\$57,550	\$63,900	\$69,050	\$74,150	\$79,250	\$84,350

2014 HUD Fair Market Rents

(effective October 1, 2013)

Final FY 2014 FMRs By Unit Bedrooms					
	Efficiency	One-Bedroom	Two-Bedroom	Three-Bedroom	Four-Bedroom
Final FY 2014 FMR	\$749	\$939	\$1,170	\$1,457	\$1,693

EMPLOYEE RIGHTS UNDER THE DAVIS-BACON ACT

FOR LABORERS AND MECHANICS EMPLOYED ON FEDERAL OR FEDERALLY ASSISTED CONSTRUCTION PROJECTS

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

PREVAILING WAGES

You must be paid not less than the wage rate listed in the Davis-Bacon Wage Decision posted with this Notice for the work you perform.

OVERTIME

You must be paid not less than one and one-half times your basic rate of pay for all hours worked over 40 in a work week. There are few exceptions.

ENFORCEMENT

Contract payments can be withheld to ensure workers receive wages and overtime pay due, and liquidated damages may apply if overtime pay requirements are not met. Davis-Bacon contract clauses allow contract termination and debarment of contractors from future federal contracts for up to three years. A contractor who falsifies certified payroll records or induces wage kickbacks may be subject to civil or criminal prosecution, fines and/or imprisonment.

APPRENTICES

Apprentice rates apply only to apprentices properly registered under approved Federal or State apprenticeship programs.

PROPER PAY

If you do not receive proper pay, or require further information on the applicable wages, contact the Contracting Officer listed below:

or contact the U.S. Department of Labor's Wage and Hour Division.



For additional information:

1-866-4-USWAGE
(1-866-487-9243) TTY: 1-877-889-5627



WWW.WAGEHOUR.DOL.GOV

Equal Employment Opportunity is **THE LAW**

Private Employers, State and Local Governments, Educational Institutions, Employment Agencies and Labor Organizations

Applicants to and employees of most private employers, state and local governments, educational institutions, employment agencies and labor organizations are protected under Federal law from discrimination on the following bases:

RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN

Title VII of the Civil Rights Act of 1964, as amended, protects applicants and employees from discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment, on the basis of race, color, religion, sex (including pregnancy), or national origin. Religious discrimination includes failing to reasonably accommodate an employee's religious practices where the accommodation does not impose undue hardship.

DISABILITY

Title I and Title V of the Americans with Disabilities Act of 1990, as amended, protect qualified individuals from discrimination on the basis of disability in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, barring undue hardship.

AGE

The Age Discrimination in Employment Act of 1967, as amended, protects applicants and employees 40 years of age or older from discrimination based on age in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment.

SEX (WAGES)

In addition to sex discrimination prohibited by Title VII of the Civil Rights Act, as amended, the Equal Pay Act of 1963, as amended, prohibits sex discrimination in the payment of wages to women and men performing substantially equal work, in jobs that require equal skill, effort, and responsibility, under similar working conditions, in the same establishment.

GENETICS

Title II of the Genetic Information Nondiscrimination Act of 2008 protects applicants and employees from discrimination based on genetic information in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. GINA also restricts employers' acquisition of genetic information and strictly limits disclosure of genetic information. Genetic information includes information about genetic tests of applicants, employees, or their family members; the manifestation of diseases or disorders in family members (family medical history); and requests for or receipt of genetic services by applicants, employees, or their family members.

RETALIATION

All of these Federal laws prohibit covered entities from retaliating against a person who files a charge of discrimination, participates in a discrimination proceeding, or otherwise opposes an unlawful employment practice.

WHAT TO DO IF YOU BELIEVE DISCRIMINATION HAS OCCURRED

There are strict time limits for filing charges of employment discrimination. To preserve the ability of EEOC to act on your behalf and to protect your right to file a private lawsuit, should you ultimately need to, you should contact EEOC promptly when discrimination is suspected:

The U.S. Equal Employment Opportunity Commission (EEOC), 1-800-669-4000 (toll-free) or 1-800-669-6820 (toll-free TTY number for individuals with hearing impairments). EEOC field office information is available at www.eeoc.gov or in most telephone directories in the U.S. Government or Federal Government section. Additional information about EEOC, including information about charge filing, is available at www.eeoc.gov.

Employers Holding Federal Contracts or Subcontracts

Applicants to and employees of companies with a Federal government contract or subcontract are protected under Federal law from discrimination on the following bases:

RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN

Executive Order 11246, as amended, prohibits job discrimination on the basis of race, color, religion, sex or national origin, and requires affirmative action to ensure equality of opportunity in all aspects of employment.

INDIVIDUALS WITH DISABILITIES

Section 503 of the Rehabilitation Act of 1973, as amended, protects qualified individuals from discrimination on the basis of disability in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, barring undue hardship. Section 503 also requires that Federal contractors take affirmative action to employ and advance in employment qualified individuals with disabilities at all levels of employment, including the executive level.

DISABLED, RECENTLY SEPARATED, OTHER PROTECTED, AND ARMED FORCES SERVICE MEDAL VETERANS

The Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. 4212, prohibits job discrimination and requires affirmative action to employ and advance in employment disabled veterans, recently separated veterans (within

three years of discharge or release from active duty), other protected veterans (veterans who served during a war or in a campaign or expedition for which a campaign badge has been authorized), and Armed Forces service medal veterans (veterans who, while on active duty, participated in a U.S. military operation for which an Armed Forces service medal was awarded).

RETALIATION

Retaliation is prohibited against a person who files a complaint of discrimination, participates in an OFCCP proceeding, or otherwise opposes discrimination under these Federal laws.

Any person who believes a contractor has violated its nondiscrimination or affirmative action obligations under the authorities above should contact immediately:

The Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210, 1-800-397-6251 (toll-free) or (202) 693-1337 (TTY). OFCCP may also be contacted by e-mail at OFCCP-Public@dol.gov, or by calling an OFCCP regional or district office, listed in most telephone directories under U.S. Government, Department of Labor.

Programs or Activities Receiving Federal Financial Assistance

RACE, COLOR, NATIONAL ORIGIN, SEX

In addition to the protections of Title VII of the Civil Rights Act of 1964, as amended, Title VI of the Civil Rights Act of 1964, as amended, prohibits discrimination on the basis of race, color or national origin in programs or activities receiving Federal financial assistance. Employment discrimination is covered by Title VI if the primary objective of the financial assistance is provision of employment, or where employment discrimination causes or may cause discrimination in providing services under such programs. Title IX of the Education Amendments of 1972 prohibits employment discrimination on the basis of sex in educational programs or activities which receive Federal financial assistance.

INDIVIDUALS WITH DISABILITIES

Section 504 of the Rehabilitation Act of 1973, as amended, prohibits employment discrimination on the basis of disability in any program or activity which receives Federal financial assistance. Discrimination is prohibited in all aspects of employment against persons with disabilities who, with or without reasonable accommodation, can perform the essential functions of the job.

If you believe you have been discriminated against in a program of any institution which receives Federal financial assistance, you should immediately contact the Federal agency providing such assistance.