

# **PROJECT MANUAL**

**WESTPORT PUBLIC SCHOOLS  
CONNECTICUT**



**PARTIAL ROOF REPLACEMENT**

**STAPLES HIGH SCHOOL  
70 NORTH AVENUE  
WESTPORT, CT 06880**

**BID #23-009-RFP  
STATE PROJECT NO. 158-0100 RR  
S/P+A PROJECT NO. 21.132**

**Issued for Owner Review/PCR: September 3, 2021  
Issued for Bid: August 31, 2022**



**Architects/Engineers/Interior Designers  
Silver/Petrucci + Associates, Inc.  
3190 Whitney Avenue, Hamden, Connecticut 06518  
One Post Hill Place, New London, Connecticut 06320**



## PARTIAL ROOF REPLACEMENT

**STAPLES HIGH SCHOOL**  
**70 NORTH AVENUE**  
**WESTPORT, CT 06880**  
**STATE PROJECT #158-0100 RR**  
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**DIVISION 00 – PROCUREMENT AND CONTRACT REQUIREMENTS** **PAGES**

Invitation to Bid	1
Instructions to Bidders (AIA A701)	8
Supplementary Instructions to Bidders	7
Bid Form	4
CHRO Contract Compliance Regulations Notification To Bidders	5
Standard Form of Agreement between Owner and Contractor (AIA A101)	8
General Conditions of the Contract for Construction (AIA A201)	54
Supplementary General Conditions	5
Project Application and Project Certificate for Payment (AIA G702)	1
Project Application Continuation Sheet (AIA G703)	1
Prevailing Wage Rate Information	
2022-23 and 2023-24 School Calendars	2
Drawing List	1

**DIVISION 01 – GENERAL REQUIREMENTS**

Section 011000	Summary of Work	3
Section 012100	Allowances	3
Section 012200	Unit Prices	2
Section 012300	Alternates	2
Section 012500	Substitution Procedures	4
Section 012600	Contract Modification Procedures	3
Section 012900	Payment Procedures	5
Section 013100	Project Management and Coordination	6
Section 013200	Construction Progress Documentation	6
Section 013233	Photographic Documentation	2
Section 013300	Submittal Procedures	9
Section 014000	Quality Requirements	8
Section 014200	References	8
Section 015000	Temporary Facilities and Controls	4
Section 016000	Product Requirements	5
Section 017300	Execution	7
Section 017700	Closeout Procedures	4
Section 017823	Operation and Maintenance Data	8
Section 017839	Project Record Documents	3

**DIVISION 02 – EXISTING CONDITIONS**

Section 028213	Asbestos Abatement	30
----------------	--------------------	----

---

## TABLE OF CONTENTS

---

Section 028313	Lead-Based Paint Awareness	9
	Limited Asbestos-Containing Materials Roof Survey Report, Aug 2021	35

### DIVISION 05 – METALS

Section 053100	Steel Decking	3
Section 055000	Metal Fabrications	5

### DIVISION 06 – WOOD, PLASTICS AND COMPOSITES

Section 061000	Rough Carpentry	4
Section 061600	Sheathing	4

### DIVISION 07 – THERMAL AND MOISTURE PROTECTION

Section 070150.19	Preparation for Reroofing	6
Section 075323	Ethylene-Propylene-Diene-Monomer (EPDM) Roofing	10
Section 076200	Sheet Metal Flashing and Trim	10
Section 077100	Roof Specialties	7
Section 077129	Manufactured Roof Expansion Joints	3
Section 077200	Roof Accessories	8
Section 078413	Penetration Firestopping	4
Section 079200	Joint Sealants	6

### DIVISION 08 – OPENINGS

Section 086200	Unit Skylights	5
----------------	----------------	---

### DIVISION 22 – PLUMBING

Section 220719	Plumbing Piping Insulation	11
Section 221423	Storm Drainage Piping Specialties	3

END OF TABLE OF CONTENTS



Legal Notice

WESTPORT PUBLIC SCHOOLS  
Board of Education (BOE) Office  
110 Myrtle Avenue – Westport, CT 06880  
Tel (203) 341-1002

**INVITATION TO BID**

Notice is hereby given that sealed bids by which Board of Education will contract for the

**Staples High School Partial Roof Replacement  
State Project No. 158-0100 RR  
Bid #23-009-RFP**

will be received in the Office of the Chief Financial Officer until

**2:00 pm, Friday, September 30, 2022**

Bids will be opened and read aloud via Zoom by invitation only.

A non-mandatory pre-bid meeting between prospective bidders and the Architect will convene outside the Main Entrance of the School, **70 North Avenue, Westport, on September 13, 2022 at 3:30 pm** when project details will be discussed and questions answered. All prospective bidders are urged to attend.

A bid bond for five percent (5%) of the base bid cost is required, made payable to Westport Public Schools, and must accompany each proposal.

Bids must be held firm for ninety (90) days beyond the bid opening date.

The successful bidder must file a one hundred percent (100%) Performance Bond, a one hundred percent (100%) Labor & Materials Bond and a Certificate of Insurance with the Purchasing Agent within ten (10) days of notice of bid award.

Attention of bidders is directed to certain requirements of this contract which require payment of minimum wages and compliance with certain local, state, and federal requirements.

Plans and specifications must be obtained directly from the BOE's website,  
[www.westportps.org/departments/business-office/bids](http://www.westportps.org/departments/business-office/bids) at no cost to the Contractor.

**Each bidder is responsible for checking the website to determine if any addenda have been issued.**

In accordance with Connecticut General Statute Sections 4a-100 and 4b-91, a responsible bid must contain two (2) documents: The Contractor Prequalification Certificate and the Update (Bid) Statement. The classification ROOFING is required as a minimum.

This contract is subject to state contract compliance requirements, including non-discrimination statutes and set-aside requirements. State law requires a minimum of twenty-five percent (25%) of the state-funded portion of the contract be set aside for award to subcontractors holding current certification as Small Business Enterprises (SBE) from the Connecticut Department of Administrative Services ("DAS"). A minimum of six and one-quarter percent (6.25%) of the state-funded portion must be set aside for subcontractors holding current DAS certification as Minority-, Women-, and/or Disabled-owned businesses (M/W/DisBE). The Contractor must demonstrate good faith effort to meet the twenty-five percent (25%) set-aside goals.

The Westport BOE reserves the right to reject any and all bids or any part thereof, or to waive defects in same, or to accept any proposal, or part thereof, deemed to be in the best interest of the BOE for whatever reason.



# DRAFT AIA® Document A701™ – 2018

## Instructions to Bidders

for the following Project:

(Name, location, and detailed description)

<< >>  
<< >>  
<< >>

### THE OWNER:

(Name, legal status, address, and other information)

<< >>< >>  
<< >>  
<< >>  
<< >>

### THE ARCHITECT:

(Name, legal status, address, and other information)

<< >>< >>  
<< >>  
<< >>  
<< >>

## TABLE OF ARTICLES

- 1 DEFINITIONS
- 2 BIDDER'S REPRESENTATIONS
- 3 BIDDING DOCUMENTS
- 4 BIDDING PROCEDURES
- 5 CONSIDERATION OF BIDS
- 6 POST-BID INFORMATION
- 7 PERFORMANCE BOND AND PAYMENT BOND
- 8 ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS

### ADDITIONS AND DELETIONS:

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

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

FEDERAL, STATE, AND LOCAL LAWS MAY IMPOSE REQUIREMENTS ON PUBLIC PROCUREMENT CONTRACTS. CONSULT LOCAL AUTHORITIES OR AN ATTORNEY TO VERIFY REQUIREMENTS APPLICABLE TO THIS PROCUREMENT BEFORE COMPLETING THIS FORM.

It is intended that AIA Document G612™-2017, Owner's Instructions to the Architect, Parts A and B will be completed prior to using this document.

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

## ARTICLE 1 DEFINITIONS

§ 1.1 Bidding Documents include the Bidding Requirements and the Proposed Contract Documents. The Bidding Requirements consist of the advertisement or invitation to bid, Instructions to Bidders, supplementary instructions to bidders, the bid form, and any other bidding forms. The Proposed Contract Documents consist of the unexecuted form of Agreement between the Owner and Contractor and that Agreement's Exhibits, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, all Addenda, and all other documents enumerated in Article 8 of these Instructions.

§ 1.2 Definitions set forth in the General Conditions of the Contract for Construction, or in other Proposed Contract Documents apply to the Bidding Documents.

§ 1.3 Addenda are written or graphic instruments issued by the Architect, which, by additions, deletions, clarifications, or corrections, modify or interpret the Bidding Documents.

§ 1.4 A Bid is a complete and properly executed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents.

§ 1.5 The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents, to which Work may be added or deleted by sums stated in Alternate Bids.

§ 1.6 An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from, or that does not change, the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.

§ 1.7 A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials, equipment, or services, or a portion of the Work, as described in the Bidding Documents.

§ 1.8 A Bidder is a person or entity who submits a Bid and who meets the requirements set forth in the Bidding Documents.

§ 1.9 A Sub-bidder is a person or entity who submits a bid to a Bidder for materials, equipment, or labor for a portion of the Work.

## ARTICLE 2 BIDDER'S REPRESENTATIONS

§ 2.1 By submitting a Bid, the Bidder represents that:

- .1 the Bidder has read and understands the Bidding Documents;
- .2 the Bidder understands how the Bidding Documents relate to other portions of the Project, if any, being bid concurrently or presently under construction;
- .3 the Bid complies with the Bidding Documents;
- .4 the Bidder has visited the site, become familiar with local conditions under which the Work is to be performed, and has correlated the Bidder's observations with the requirements of the Proposed Contract Documents;
- .5 the Bid is based upon the materials, equipment, and systems required by the Bidding Documents without exception; and
- .6 the Bidder has read and understands the provisions for liquidated damages, if any, set forth in the form of Agreement between the Owner and Contractor.

## ARTICLE 3 BIDDING DOCUMENTS

### § 3.1 Distribution

§ 3.1.1 Bidders shall obtain complete Bidding Documents, as indicated below, from the issuing office designated in the advertisement or invitation to bid, for the deposit sum, if any, stated therein.

*(Indicate how, such as by email, website, host site/platform, paper copy, or other method Bidders shall obtain Bidding Documents.)*

« »

§ 3.1.2 Any required deposit shall be refunded to Bidders who submit a bona fide Bid and return the paper Bidding Documents in good condition within ten days after receipt of Bids. The cost to replace missing or damaged paper

documents will be deducted from the deposit. A Bidder receiving a Contract award may retain the paper Bidding Documents, and the Bidder's deposit will be refunded.

§ 3.1.3 Bidding Documents will not be issued directly to Sub-bidders unless specifically offered in the advertisement or invitation to bid, or in supplementary instructions to bidders.

§ 3.1.4 Bidders shall use complete Bidding Documents in preparing Bids. Neither the Owner nor Architect assumes responsibility for errors or misinterpretations resulting from the use of incomplete Bidding Documents.

§ 3.1.5 The Bidding Documents will be available for the sole purpose of obtaining Bids on the Work. No license or grant of use is conferred by distribution of the Bidding Documents.

### § 3.2 Modification or Interpretation of Bidding Documents

§ 3.2.1 The Bidder shall carefully study the Bidding Documents, shall examine the site and local conditions, and shall notify the Architect of errors, inconsistencies, or ambiguities discovered and request clarification or interpretation pursuant to Section 3.2.2.

§ 3.2.2 Requests for clarification or interpretation of the Bidding Documents shall be submitted by the Bidder in writing and shall be received by the Architect at least seven days prior to the date for receipt of Bids.  
*(Indicate how, such as by email, website, host site/platform, paper copy, or other method Bidders shall submit requests for clarification and interpretation.)*

« »

§ 3.2.3 Modifications and interpretations of the Bidding Documents shall be made by Addendum. Modifications and interpretations of the Bidding Documents made in any other manner shall not be binding, and Bidders shall not rely upon them.

### § 3.3 Substitutions

§ 3.3.1 The materials, products, and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance, and quality to be met by any proposed substitution.

#### § 3.3.2 Substitution Process

§ 3.3.2.1 Written requests for substitutions shall be received by the Architect at least ten days prior to the date for receipt of Bids. Requests shall be submitted in the same manner as that established for submitting clarifications and interpretations in Section 3.2.2.

§ 3.3.2.2 Bidders shall submit substitution requests on a Substitution Request Form if one is provided in the Bidding Documents.

§ 3.3.2.3 If a Substitution Request Form is not provided, requests shall include (1) the name of the material or equipment specified in the Bidding Documents; (2) the reason for the requested substitution; (3) a complete description of the proposed substitution including the name of the material or equipment proposed as the substitute, performance and test data, and relevant drawings; and (4) any other information necessary for an evaluation. The request shall include a statement setting forth changes in other materials, equipment, or other portions of the Work, including changes in the work of other contracts or the impact on any Project Certifications (such as LEED), that will result from incorporation of the proposed substitution.

§ 3.3.3 The burden of proof of the merit of the proposed substitution is upon the proposer. The Architect's decision of approval or disapproval of a proposed substitution shall be final.

§ 3.3.4 If the Architect approves a proposed substitution prior to receipt of Bids, such approval shall be set forth in an Addendum. Approvals made in any other manner shall not be binding, and Bidders shall not rely upon them.

§ 3.3.5 No substitutions will be considered after the Contract award unless specifically provided for in the Contract Documents.

### § 3.4 Addenda

§ 3.4.1 Addenda will be transmitted to Bidders known by the issuing office to have received complete Bidding Documents.

*(Indicate how, such as by email, website, host site/platform, paper copy, or other method Addenda will be transmitted.)*

« »

§ 3.4.2 Addenda will be available where Bidding Documents are on file.

§ 3.4.3 Addenda will be issued no later than four days prior to the date for receipt of Bids, except an Addendum withdrawing the request for Bids or one which includes postponement of the date for receipt of Bids.

§ 3.4.4 Prior to submitting a Bid, each Bidder shall ascertain that the Bidder has received all Addenda issued, and the Bidder shall acknowledge their receipt in the Bid.

## ARTICLE 4 BIDDING PROCEDURES

### § 4.1 Preparation of Bids

§ 4.1.1 Bids shall be submitted on the forms included with or identified in the Bidding Documents.

§ 4.1.2 All blanks on the bid form shall be legibly executed. Paper bid forms shall be executed in a non-erasable medium.

§ 4.1.3 Sums shall be expressed in both words and numbers, unless noted otherwise on the bid form. In case of discrepancy, the amount entered in words shall govern.

§ 4.1.4 Edits to entries made on paper bid forms must be initialed by the signer of the Bid.

§ 4.1.5 All requested Alternates shall be bid. If no change in the Base Bid is required, enter “No Change” or as required by the bid form.

§ 4.1.6 Where two or more Bids for designated portions of the Work have been requested, the Bidder may, without forfeiture of the bid security, state the Bidder’s refusal to accept award of less than the combination of Bids stipulated by the Bidder. The Bidder shall neither make additional stipulations on the bid form nor qualify the Bid in any other manner.

§ 4.1.7 Each copy of the Bid shall state the legal name and legal status of the Bidder. As part of the documentation submitted with the Bid, the Bidder shall provide evidence of its legal authority to perform the Work in the jurisdiction where the Project is located. Each copy of the Bid shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further name the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current power of attorney attached, certifying the agent’s authority to bind the Bidder.

§ 4.1.8 A Bidder shall incur all costs associated with the preparation of its Bid.

### § 4.2 Bid Security

§ 4.2.1 Each Bid shall be accompanied by the following bid security:

*(Insert the form and amount of bid security.)*

« »

§ 4.2.2 The Bidder pledges to enter into a Contract with the Owner on the terms stated in the Bid and shall, if required, furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds if required, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty. In the event the Owner fails to comply with Section 6.2, the amount of the bid security shall not be forfeited to the Owner.

§ 4.2.3 If a surety bond is required as bid security, it shall be written on AIA Document A310™, Bid Bond, unless otherwise provided in the Bidding Documents. The attorney-in-fact who executes the bond on behalf of the surety shall

affix to the bond a certified and current copy of an acceptable power of attorney. The Bidder shall provide surety bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 4.2.4 The Owner will have the right to retain the bid security of Bidders to whom an award is being considered until (a) the Contract has been executed and bonds, if required, have been furnished; (b) the specified time has elapsed so that Bids may be withdrawn; or (c) all Bids have been rejected. However, if no Contract has been awarded or a Bidder has not been notified of the acceptance of its Bid, a Bidder may, beginning « » days after the opening of Bids, withdraw its Bid and request the return of its bid security.

#### § 4.3 Submission of Bids

§ 4.3.1 A Bidder shall submit its Bid as indicated below:

*(Indicate how, such as by website, host site/platform, paper copy, or other method Bidders shall submit their Bid.)*

« »

§ 4.3.2 Paper copies of the Bid, the bid security, and any other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to the party receiving the Bids and shall be identified with the Project name, the Bidder's name and address, and, if applicable, the designated portion of the Work for which the Bid is submitted. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof.

§ 4.3.3 Bids shall be submitted by the date and time and at the place indicated in the invitation to bid. Bids submitted after the date and time for receipt of Bids, or at an incorrect place, will not be accepted.

§ 4.3.4 The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

§ 4.3.5 A Bid submitted by any method other than as provided in this Section 4.3 will not be accepted.

#### § 4.4 Modification or Withdrawal of Bid

§ 4.4.1 Prior to the date and time designated for receipt of Bids, a Bidder may submit a new Bid to replace a Bid previously submitted, or withdraw its Bid entirely, by notice to the party designated to receive the Bids. Such notice shall be received and duly recorded by the receiving party on or before the date and time set for receipt of Bids. The receiving party shall verify that replaced or withdrawn Bids are removed from the other submitted Bids and not considered. Notice of submission of a replacement Bid or withdrawal of a Bid shall be worded so as not to reveal the amount of the original Bid.

§ 4.4.2 Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids in the same format as that established in Section 4.3, provided they fully conform with these Instructions to Bidders. Bid security shall be in an amount sufficient for the Bid as resubmitted.

§ 4.4.3 After the date and time designated for receipt of Bids, a Bidder who discovers that it made a clerical error in its Bid shall notify the Architect of such error within two days, or pursuant to a timeframe specified by the law of the jurisdiction where the Project is located, requesting withdrawal of its Bid. Upon providing evidence of such error to the reasonable satisfaction of the Architect, the Bid shall be withdrawn and not resubmitted. If a Bid is withdrawn pursuant to this Section 4.4.3, the bid security will be attended to as follows:

*(State the terms and conditions, such as Bid rank, for returning or retaining the bid security.)*

« »

### ARTICLE 5 CONSIDERATION OF BIDS

#### § 5.1 Opening of Bids

If stipulated in an advertisement or invitation to bid, or when otherwise required by law, Bids properly identified and received within the specified time limits will be publicly opened and read aloud. A summary of the Bids may be made available to Bidders.

#### § 5.2 Rejection of Bids

Unless otherwise prohibited by law, the Owner shall have the right to reject any or all Bids.



### **§ 5.3 Acceptance of Bid (Award)**

**§ 5.3.1** It is the intent of the Owner to award a Contract to the lowest responsive and responsible Bidder, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents. Unless otherwise prohibited by law, the Owner shall have the right to waive informalities and irregularities in a Bid received and to accept the Bid which, in the Owner's judgment, is in the Owner's best interests.

**§ 5.3.2** Unless otherwise prohibited by law, the Owner shall have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents, and to determine the lowest responsive and responsible Bidder on the basis of the sum of the Base Bid and Alternates accepted.

## **ARTICLE 6 POST-BID INFORMATION**

### **§ 6.1 Contractor's Qualification Statement**

Bidders to whom award of a Contract is under consideration shall submit to the Architect, upon request and within the timeframe specified by the Architect, a properly executed AIA Document A305™, Contractor's Qualification Statement, unless such a Statement has been previously required and submitted for this Bid.

### **§ 6.2 Owner's Financial Capability**

A Bidder to whom award of a Contract is under consideration may request in writing, fourteen days prior to the expiration of the time for withdrawal of Bids, that the Owner furnish to the Bidder reasonable evidence that financial arrangements have been made to fulfill the Owner's obligations under the Contract. The Owner shall then furnish such reasonable evidence to the Bidder no later than seven days prior to the expiration of the time for withdrawal of Bids. Unless such reasonable evidence is furnished within the allotted time, the Bidder will not be required to execute the Agreement between the Owner and Contractor.

### **§ 6.3 Submittals**

**§ 6.3.1** After notification of selection for the award of the Contract, the Bidder shall, as soon as practicable or as stipulated in the Bidding Documents, submit in writing to the Owner through the Architect:

- .1 a designation of the Work to be performed with the Bidder's own forces;
- .2 names of the principal products and systems proposed for the Work and the manufacturers and suppliers of each; and
- .3 names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work.

**§ 6.3.2** The Bidder will be required to establish to the satisfaction of the Architect and Owner the reliability and responsibility of the persons or entities proposed to furnish and perform the Work described in the Bidding Documents.

**§ 6.3.3** Prior to the execution of the Contract, the Architect will notify the Bidder if either the Owner or Architect, after due investigation, has reasonable objection to a person or entity proposed by the Bidder. If the Owner or Architect has reasonable objection to a proposed person or entity, the Bidder may, at the Bidder's option, withdraw the Bid or submit an acceptable substitute person or entity. The Bidder may also submit any required adjustment in the Base Bid or Alternate Bid to account for the difference in cost occasioned by such substitution. The Owner may accept the adjusted bid price or disqualify the Bidder. In the event of either withdrawal or disqualification, bid security will not be forfeited.

**§ 6.3.4** Persons and entities proposed by the Bidder and to whom the Owner and Architect have made no reasonable objection must be used on the Work for which they were proposed and shall not be changed except with the written consent of the Owner and Architect.

## **ARTICLE 7 PERFORMANCE BOND AND PAYMENT BOND**

### **§ 7.1 Bond Requirements**

**§ 7.1.1** If stipulated in the Bidding Documents, the Bidder shall furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder.

**§ 7.1.2** If the furnishing of such bonds is stipulated in the Bidding Documents, the cost shall be included in the Bid. If the furnishing of such bonds is required after receipt of bids and before execution of the Contract, the cost of such bonds shall be added to the Bid in determining the Contract Sum.

**§ 7.1.3** The Bidder shall provide surety bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.



§ 7.1.4 Unless otherwise indicated below, the Penal Sum of the Payment and Performance Bonds shall be the amount of the Contract Sum.

*(If Payment or Performance Bonds are to be in an amount other than 100% of the Contract Sum, indicate the dollar amount or percentage of the Contract Sum.)*

« »

## § 7.2 Time of Delivery and Form of Bonds

§ 7.2.1 The Bidder shall deliver the required bonds to the Owner not later than three days following the date of execution of the Contract. If the Work is to commence sooner in response to a letter of intent, the Bidder shall, prior to commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished and delivered in accordance with this Section 7.2.1.

§ 7.2.2 Unless otherwise provided, the bonds shall be written on AIA Document A312, Performance Bond and Payment Bond.

§ 7.2.3 The bonds shall be dated on or after the date of the Contract.

§ 7.2.4 The Bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix to the bond a certified and current copy of the power of attorney.

## ARTICLE 8 ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS

§ 8.1 Copies of the proposed Contract Documents have been made available to the Bidder and consist of the following documents:

- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor, unless otherwise stated below.

*(Insert the complete AIA Document number, including year, and Document title.)*

« »

- .2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds, unless otherwise stated below.

*(Insert the complete AIA Document number, including year, and Document title.)*

« »

- .3 AIA Document A201™–2017, General Conditions of the Contract for Construction, unless otherwise stated below.

*(Insert the complete AIA Document number, including year, and Document title.)*

« »

- .4 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

*(Insert the date of the E203-2013.)*

« »

- .5 Drawings

Number

Title

Date

- .6 Specifications

Section

Title

Date

Pages

.7 Addenda:

Number	Date	Pages

.8 Other Exhibits:

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

[ ☐ ] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:  
*(Insert the date of the E204-2017.)*

« »

[ ☐ ] The Sustainability Plan:

Title	Date	Pages

[ ☐ ] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

.9 Other documents listed below:

*(List here any additional documents that are intended to form part of the Proposed Contract Documents.)*

« »

PART 1 - GENERAL

1.1 SUBMISSION LOGISTICS

- A. A total of three (3) hard copies of each firm's proposal must be received at the following location on or before the date and time indicated in the Invitation to Bid. The district will not take responsibility for late submissions regardless of delivery method. Proposal shall be addressed to:

Mr. Elio Longo  
Chief Financial Officer  
110 Myrtle Avenue  
Westport, CT 06880

- B. Additionally, one (1) electronic copy of each firm's proposal must be sent via electronic mail to the following recipients:

1. Elio Longo – [elongo@westportps.org](mailto:elongo@westportps.org)
2. John Koplas – [john.koplas@collierseng.com](mailto:john.koplas@collierseng.com)

- C. Please clearly mark all proposals with the following:

**“Westport Public Schools – Staples High School Partial Roof Replacement”**

1.2 COMPLETION DATE

- A. All work as required by these specifications and drawings shall be completed by the date stipulated in the Contractor's bid form. There is no exception to this contract requirement, unless approved otherwise by contract change order. **In addition, the project must be complete for by 11:59PM on August 18, 2023.**
- B. If the Contractor neglects, fails or refuses to achieve substantial completion by 11:59 pm by the date stipulated in the Contractor's bid form for each of the bid components requiring durations or deadlines, liquidated damages of Five Hundred Dollars (\$500.00) per day or part thereof shall be due for each bid component to the Owner and subtracted from the unpaid contract amount or bond held by the Owner. "Substantial completion" is as defined in the General Conditions of the Contract for Construction, AIA Document A201 included in this project manual. "Substantial completion" is further defined as the date at which the local authorities with jurisdiction over this project grant a temporary or permanent certificate of occupancy (if required for occupancy) for each project area.

1.3 QUESTIONS

- A. Questions regarding this bid can be directed to:

Technical/Construction

Mr. Paul Jorgensen, Project Architect

Tel: 203-230-9007 x 208

Email: [pjorgensen@silverpetrucelli.com](mailto:pjorgensen@silverpetrucelli.com) with copy to Elio Longo and John Koplas as addresses listed above.

- B. Questions must be submitted by 2:00 pm on Friday, September 23, 2022. A final addendum will be posted to the DAS website by 12:00 pm on Tuesday, September 27, 2022.

1.4 RESPONSIBILITY FOR MEASUREMENT OF QUANTITIES

- A. The Contractor shall have sole responsibility for the accuracy of all measurements and for estimating the material quantities required to satisfy these specifications.

1.5 DISCREPANCIES AND ADDENDA

- A. Should a Bidder find any discrepancies in the Drawings and Specifications, or should they be in doubt as to their meaning, they shall notify the Owner at once, who will send a written Addendum to all Bidders concerned. Oral instructions or decisions, unless confirmed by Addenda, will not be considered valid, legal, or binding. No change order requests will be authorized or considered because of the failure of the Contractor to include work called for in the Addenda in their bid.

1.6 MODIFICATIONS TO AIA DOCUMENT A701, Instructions to Bidders, 2018.

The following sections modify the provisions and procedures to the degree listed in the sections and articles listed in these supplementary instructions.

**ARTICLE 3 Make the following changes:**

3.1.1 **Delete** all but the first sentence and “, as indicated below,” from the first sentence.

3.1.2 **Delete** in its entirety.

3.2.2 **Delete** all but the first sentence. Refer to Article 1.3 of this Section.

3.3.2.1 **Delete** all but the first sentence.

3.4.1 **Revise to read as follows:** Addenda will be posted to the Westport Public School bidding portal and CT DAS website.

**ARTICLE 4 Make the following changes:**

4.2.1 **Revise to read as follows:** “Each Bid shall be accompanied by the bid security as indicated on the Invitation to Bid.”

4.2.4 **Revise last sentence to read as follows:** “However, if no Contract has been awarded or a Bidder has not been notified of the acceptance of its Bid, a Bidder may withdraw its Bid and request the return of its bid security after the length of time on the Invitation to Bid.”

4.3.1 **Add to the end the following:** “Paper copy”.

4.4.3 **Revise** the second to last sentence by adding “and Owner” after “Architect” and **add to the end the following:** “Owner will return bid security to the Bidder.”

**ARTICLE 5 Add the following:**

- 5.3.3 Contractors who have paid liquidated damages or penalties to an Owner for failing to comply with the schedule of any project in the last five (5) years are disqualified from this project, subject to an appeal to the Owner's Representative(s) where the Contractor demonstrates that 1) subsequent to the project which resulted in penalties the Contractor completed two (2) similar projects or demonstrably similar projects in a timely fashion; and 2) that the factors which lead to delays and penalties in the first instance no longer exist. Payment of liquidated damages or penalties may also be defined as "having been found by the Owner to be in non-compliance with the project schedule and negotiating a financial settlement for the project in which value was returned to the Owner, either via change orders or 'work-in-kind' or other recognized manner". The Contractor under consideration shall respond to this clause in the Contractor's Qualification Statement, A305 as indicated in Section 6.1 of the Instructions to Bidders, A701.

**ARTICLE 6 Add the following:**

- 6.1.1 The Owner will make investigations as he deems necessary to determine the ability of the Bidder to perform the Work, and the Bidder shall furnish the Owner all such information and data for this purpose as the Owner may request.

**6.4 Work Phasing Schedule**

Bidders to whom award of the Contractor is under consideration shall submit to the Architect within fifteen (15) days of the Contract date, a detailed work Phasing Schedule describing the bodies of work to be undertaken and areas of the project to be addressed in per week periods between the Award of the Contract and the Bidder's proposed date of Substantial Completion.

**ARTICLE 7 Add the following:**

- 7.3 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
- 7.4 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 7.5.1.
- 7.5 If there is no Owner Default, the Surety's obligation under this Bond shall arise after:
- 7.5.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 7.12 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen (15) days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default and
- 7.5.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than

twenty (20) days after the Contractor and the Surety have received notice as provided in Subparagraph 7.5.1; and

7.5.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.

7.6 When the Owner has satisfied the conditions of Paragraph 7.5.3, the Surety shall promptly and at the Surety's expense take one of the following actions:

7.6.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or

7.6.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or

7.6.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages (as described in Paragraph 7.8) in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default: or

7.6.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefore to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner citing reasons therefore.

7.7 If the Surety does not proceed as provided in Paragraph 7.6 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen (15) days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 7.6.4, and the Owner refuses the payment rendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

7.8 After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 7.6.1, 7.6.2, or 7.6.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

- 7.8.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- 7.8.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 7.6; and
- 7.8.3 Late delivery penalties or if penalties are not specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
- 7.9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, or successors.
- 7.10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
- 7.11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two (2) years after Contractor Default or within two (2) years after the Contractor ceased working or within two (2) years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
- 7.12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.
- 7.13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common-law bond.
- 7.14 Definitions.
  - 7.14.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
  - 7.14.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

7.14.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

7.14.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

**ARTICLE 8      Make the following changes:**

**Delete** in its entirety.

**Add the following Articles:**

**ARTICLE 9      MISCELLANEOUS REQUIREMENTS**

**9.1      Watchman**

The employment of continuous watchman service to guard the property during any and all hours shall be at the discretion of the Contractor. However, the Contractor shall remove and restore all work or temporary structures damaged by fire, vandalism, or similar acts at no extra cost to the Owner.

**9.2      Overtime**

The Contractor must include within their base price all overtime, nights, holidays, and weekends as required to meet the Project Completion date.

**9.3      Removal of Materials**

All removed materials and rubbish shall be constantly sprinkled with water or other dusting agent to mitigate dust. Provide drop cloths or other type of coverings to prevent infiltration of dust to other parts of the existing building.

**9.4      Permits**

The Contractor must obtain their own town and building permits at no additional charge to the Owner. Town of Westport permits can be obtained from the Town of Westport at a cost to the Contractor, including the State Education permit cost of \$0.26/\$1,000 value.

**9.5      Supervision**

The Contractor must provide full-time, properly qualified on-site supervision for the entire duration of the project, while workpersons are on site.

**9.6      Department of Administrative Services (DAS)**

In accordance with Connecticut General Statute Secs. 4a-100 and 4b-91, a responsible bid that exceeds \$500,000 for this vertical building project must contain two (2) documents: The Contractor Prequalification Certificate and the Update (Bid) Statement. These two (2) documents must be submitted with the bid form. Contact the DAS Contractor Prequalification Unit at 860-713-5280 for more information. The classification ROOFING is required as a minimum.

**9.7      Commission on Human Rights and Opportunities (CHRO)**

The Contractor who is selected to perform this State project must comply with Conn. Gen. Stat. §§ 4a-60, 4a-60a, 4a-60g, and 46a-68b through 46a-68f, inclusive, as amended by June 2015 Special Session Public Act 15-5.



State law requires a minimum of twenty-five (25%) percent of the state-funded portion of the contract be set aside for award to subcontractors holding current certification from the Connecticut Department of Administrative Services (“DAS”) under the provisions of Conn. Gen. Stat. § 4a-60g. (Twenty-five percent (25%) of the total state-funded value with DAS-certified Small Businesses and six and one-quarter percent (6.25%) of the total state-funded value with DAS-certified Minority-, Women-, and/or Disabled-owned Businesses.) The Contractor must demonstrate good faith effort to meet the twenty-five percent (25%) set-aside goals.

**9.8 Public Health Emergency**

The Contractor shall anticipate and incorporate in their Bid all potential costs related to a public health emergency such as the COVID-19/Coronavirus Pandemic, including rules, regulations, and recommendations issued by public authorities. The potential costs may include, but are not limited to, costs related to social distancing, manpower levels, project scheduling, construction coordination, material/product supplies and delivery delays, material escalation costs, increased subcontractor/supplier costs, loss of productivity and inefficiency costs, extended general conditions costs, and any other potential costs.

**ARTICLE 10 BIDDERS REPRESENTATION**

Each bidder shall fully acquaint himself with conditions as they exist, so that he fully understands the complexities and restrictions attending the execution of the Work included in the Bid Documents. The failure to receive or examine any form, instrument, or document, or to visit the site to become acquainted with field conditions, shall in no way relieve the Bidder from any obligation with respect to the Bidder's proposal.

END OF SECTION



BIDDER:

\_\_\_\_\_  
Name\_\_\_\_\_  
Address

To: **Mr. Elio Longo, Chief Financial Officer**  
**Westport Board of Education**  
**110 Myrtle Avenue**  
**Westport, CT 06880**

Project: **Staples High School Partial Roof Replacement**  
**70 North Avenue**  
**Westport, CT 06880**  
**State Project #158-0100 RR**  
**Bid #23-2009-RFP**

In preparing this bid, we have carefully examined the Bidding Documents for this Project. We have visited the site and noted the conditions affecting the Work.

The Bidding Documents referred to include Drawings and Project Manual dated September 3, 2021, prepared by Silver/Petrucelli + Associates, Inc., Hamden, Connecticut.

We propose to perform the work described in the Bidding Documents, in keeping with definitions of Article 1 of the Instructions to Bidders, for the Base Bid Sum as follows:

**Base Bid:****Entire Project** for the Total Cost of:

\$ \_\_\_\_\_ Dollars (\$) .00).  
written figure

We will commence work on the project \_\_\_\_\_ calendar days after receipt of "Notice to Proceed" or signing of Contract, whichever is sooner. We will be able to substantially complete the project within \_\_\_\_\_ calendar days thereafter. (See SIB 1.2).

**Allowances: (See Section 012100)**

Allowance No. 1: Metal Roof Deck Replacement (part of Base Bid) \$ \_\_\_\_\_  
Allowance No. 2: Storm Drainage Piping (part of Base Bid) \$ \_\_\_\_\_

**Alternates:**

The undersigned proposes to furnish all Labor, Materials, Equipment and Services necessary to construct the items listed in the Alternates described in Section 012300 for the stipulated sum of:

**DEDUCT ALTERNATE NO. 1: Twenty (20) Year Warranty:** Deduct from the Base Bid a Total of:

\$ \_\_\_\_\_ Dollars (\$) .00).  
written figure

The project schedule will be (increased/decreased) by \_\_\_\_\_ calendar days to complete the work indicated under Deduct Alternate 1.

**ADD ALTERNATE NO. 2: Roof '1' Replacement:** Add to the Base Bid a Total of:

\$ \_\_\_\_\_ Dollars (\$) .00).  
written figure

The project schedule will be (increased/decreased) by \_\_\_\_\_ calendar days to complete the work indicated under Add Alternate 2.

**ADD ALTERNATE NO. 3: Roofs '19', '21', '24' & '29' Replacement:** Add to the Base Bid a Total of:

\$ \_\_\_\_\_ Dollars (\$) .00).  
written figure

The project schedule will be (increased/decreased) by \_\_\_\_\_ calendar days to complete the work indicated under Add Alternate 3.

**Unit Prices:**

As required by the Base Bid, should deteriorated or damaged materials be required to be removed as determined by the Architect or Owner, the cost to remove and replace the referenced material, (or credit for specified material not provided or installed) including all labor, material, equipment, and related furnishings is as follows:

Item	Description	Unit Price
1.	Small containment preparation containment (less than 160 square/260 linear feet of asbestos-containing material) Pricing for containments with larger amounts of materials are to be INCLUDED in the unit prices themselves listed below. There is no separate unit price for containments with larger amounts.	\$ containment
2.	Mudded pipe fitting/roof drain insulation, removal and disposal as ACM	\$ fitting/joint/drain
3.	Glove bag, removal and disposal as ACM	\$ bag
4.	Pipe and pipe fitting insulation, removal and disposal as ACM	\$ lf
5.	Sheetrock and taping compound, removal and disposal as ACM	\$ sf
6.	Textured ceiling paint and substrate, removal and disposal as ACM	\$ sf
7.	Ceiling plaster (all layers), removal and disposal as ACM	\$ sf
8.	Air duct vibration isolation cloth, removal and disposal as ACM	\$ cloth
9.	Transite cement board, removal and disposal as ACM	\$ sf
10.	Suspended ceiling tile, removal and disposal as ACM.	\$ sf
11.	Ceiling tile/glue daubs and contaminated substrates, removal and disposal as ACM	\$ sf
12.	Spray applied fireproofing insulation and overspray, removal and disposal as ACM	\$ sf

Item	Description	Unit Price
13.	Roof flashing (all layers), removal and disposal as ACM	\$ sf
14.	Roof field/core (all layers, including materials on deck), removal and disposal as ACM	\$ sf
15.	Caulking, compounds (all layers), removal and disposal as ACM	\$ lf
16.	Caulking compounds (all layers), removal and disposal as ACM and PCBs assumed >50ppm (Bulk Product Waste)	\$ lf
17.	Removal/Abatement work, transportation, and disposal of lead hazardous waste (TCLP >5mg/L – includes substrates and contaminated materials) 40-yd dumpster, removal, transportation, and disposal as Lead Hazardous Waste	\$ dumpster
18.	Metal roof deck, thickness to match existing roof deck to be removed (including deteriorated roof deck removal, credit and add)	\$ sf
19.	Add pressure treated wood blocking, as specified, cut to fit around roof structure and systems installed	\$ bf
20.	Deduct pressure treated wood blocking, as specified, cut to fit around roof structure and system installed	\$ bf
21.	Storm drainage piping, 4-inch, provision and installation, including associated insulation and hangers/supports	\$ lf
22.	Pitch pocket, per Detail D/A5, provision and installation	\$ penetration

If written notice of the acceptance of this Bid is mailed, telegraphed or delivered to the undersigned at the Address designated below, within ninety (90) days after the date of Bid Opening, or any time thereafter before this Bid is withdrawn, the undersigned will, within ten (10) days after the date of mailing, telegraphing or delivering of the notice, execute and deliver a contract in the Standard Form of Agreement Between the Owner and Contractor, AIA Document A101, or similar contract modified as may be mutually agree upon.

The undersigned acknowledges that he has examined the documents, visited and examined the site as required under "Instructions to Bidders", examined the availability of labor and materials and further agrees to comply with all the requirements as to the conditions of employment and wage rates set forth by the Department of Labor.

**Addenda:**

The undersigned acknowledges receipt of the following addenda to the Contract Documents, listed by number and date:

Number , Dated: \_\_\_\_\_  
Number , Dated: \_\_\_\_\_

Number , Dated: \_\_\_\_\_  
Number , Dated: \_\_\_\_\_

Exceptions: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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**ATTACHMENTS – Attached hereto is:**

- 1. Bid Bond**
- 2. Contractor Prequalification Statement**
- 3. Update Bid Statement**
- 4. CHRO Bidder Contract Compliance Monitoring Report**

**NON-COLLUSIVE BID STATEMENT**

The undersigned bidder certifies that this bid is made independently and without collusion, agreement, understanding or planned course of action with any other bidder and that the contents of the bid shall not be disclosed to anyone other than employees, agents, or sureties prior to the official bid opening.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name and Title  
of Agent submitting bid: \_\_\_\_\_

Name of Company: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

E-mail: \_\_\_\_\_

This Bid may be withdrawn prior to the scheduled Bid Opening or any postponement thereof.

**COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES**  
**CONTRACT COMPLIANCE REGULATIONS**  
**NOTIFICATION TO BIDDERS**

(Revised 09/3/15)

The contract to be awarded is subject to contract compliance requirements mandated by Sections 4a-60 and 4a-60a of the Connecticut General Statutes; and, when the awarding agency is the State, Sections 46a-71(d) and 46a-81i(d) of the Connecticut General Statutes. There are Contract Compliance Regulations codified at Section 46a-68j-21 through 43 of the Regulations of Connecticut State Agencies, which establish a procedure for awarding all contracts covered by Sections 4a-60 and 46a-71(d) of the Connecticut General Statutes.

According to Section 46a-68j-30(9) of the Contract Compliance Regulations, every agency awarding a contract subject to the contract compliance requirements has an obligation to “aggressively solicit the participation of legitimate minority business enterprises as bidders, contractors, subcontractors and suppliers of materials.” “Minority business enterprise” is defined in Section 4a-60 of the Connecticut General Statutes as a business wherein fifty-one percent or more of the capital stock, or assets belong to a person or persons: “(1) Who are active in daily affairs of the enterprise; (2) who have the power to direct the management and policies of the enterprise; and (3) who are members of a minority, as such term is defined in subsection (a) of Section 32-9n.” “Minority” groups are defined in Section 32-9n of the Connecticut General Statutes as “(1) Black Americans . . . (2) Hispanic Americans . . . (3) persons who have origins in the Iberian Peninsula . . . (4) Women . . . (5) Asian Pacific Americans and Pacific Islanders; (6) American Indians . . .” An individual with a disability is also a minority business enterprise as provided by Section 4a-60g of the Connecticut General Statutes. The above definitions apply to the contract compliance requirements by virtue of Section 46a-68j-21(11) of the Contract Compliance Regulations.

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

- (a) the bidder’s success in implementing an affirmative action plan;
- (b) the bidder’s success in developing an apprenticeship program complying with Sections 46a-68-1 to 46a-68-17 of the Administrative Regulations of Connecticut State Agencies, inclusive;
- (c) the bidder’s promise to develop and implement a successful affirmative action plan;
- (d) the bidder’s submission of employment statistics contained in the “Employment Information Form”, indicating that the composition of its workforce is at or near parity when compared to the racial and sexual composition of the workforce in the relevant labor market area; and
- (e) the bidder’s promise to set aside a portion of the contract for legitimate minority business enterprises. See Section 46a-68j-30(10)(E) of the Contract Compliance Regulations.

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**INSTRUCTIONS AND OTHER INFORMATION**

The following **BIDDER CONTRACT COMPLIANCE MONITORING REPORT** must be completed in full, signed, and submitted with the bid for this contract. The contract awarding agency and the Commission on Human Rights and Opportunities will use the information contained thereon to determine the bidders compliance to Sections 4a-60 and 4a-60a CONN. GEN. STAT., and Sections 46a-68j-23 of the Regulations of Connecticut State Agencies regarding equal employment opportunity, and the bidder’s good faith efforts to include minority business enterprises as subcontractors and suppliers for the work of the contract.

**1) Definition of Small Contractor**

Section 4a-60g CONN. GEN. STAT. defines a small contractor as a company that has been doing business under the same management and control and has maintained its principal place of business in Connecticut for a one year period immediately prior to its application for certification under this section, had gross revenues not exceeding fifteen million dollars in the most recently completed fiscal year, and at least fifty-one percent of the ownership of which is held by a person or persons who are active in the daily affairs of the company, and have the power to direct the management and policies of the company, except that a nonprofit corporation shall be construed to be a small contractor if such nonprofit corporation meets the requirements of subparagraphs (A) and (B) of subdivision 4a-60g CONN. GEN. STAT.

**MANAGEMENT:** Managers plan, organize, direct, and control the major functions of an organization through subordinates who are at the managerial or supervisory level. They make policy decisions and set objectives for the company or departments. They are not usually directly involved in production or providing services. Examples include top executives, public relations managers, managers of operations specialties (such as financial, human resources, or purchasing managers), and construction and engineering managers.

**BUSINESS AND FINANCIAL OPERATIONS:** These occupations include managers and professionals who work with the financial aspects of the business. These occupations include accountants and auditors, purchasing agents, management analysts, labor relations specialists, and budget, credit, and financial analysts.

**MARKETING AND SALES:** Occupations related to the act or process of buying and selling products and/or services such as sales engineer, retail sales workers and sales representatives including wholesale.

**LEGAL OCCUPATIONS:** In-House Counsel who is charged with providing legal advice and services in regards to legal issues that may arise during the course of standard business practices. This category also includes assistive legal occupations such as paralegals, legal assistants.

**COMPUTER SPECIALISTS:** Professionals responsible for the computer operations within a company are grouped in this category. Examples of job titles in this category include computer programmers, software engineers, database administrators, computer scientists, systems analysts, and computer support specialists.

**ARCHITECTURE AND ENGINEERING:** Occupations related to architecture, surveying, engineering, and drafting are included in this category. Some of the job titles in this category include electrical and electronic engineers, surveyors, architects, drafters, mechanical engineers, materials engineers, mapping technicians, and civil engineers.

**OFFICE AND ADMINISTRATIVE SUPPORT:** All clerical-type work is included in this category. These jobs involve the preparing, transcribing, and preserving of written communications and records; collecting accounts; gathering and distributing information; operating office machines and electronic data processing equipment; and distributing mail. Job titles listed in this category include telephone operators, bill and account collectors, customer service representatives, dispatchers, secretaries and administrative assistants, computer operators and clerks (such as payroll, shipping, stock, mail and file).

**BUILDING AND GROUNDS CLEANING AND MAINTENANCE:** This category includes occupations involving landscaping, housekeeping, and janitorial services. Job titles found in this category include supervisors of landscaping or housekeeping, janitors, maids, grounds maintenance workers, and pest control workers.

**CONSTRUCTION AND EXTRACTION:** This category includes construction trades and related occupations. Job titles found in this category include boilermakers, masons (all types), carpenters, construction laborers, electricians, plumbers (and related trades), roofers, sheet metal workers, elevator installers, hazardous materials removal workers, paperhangers, and painters. Paving, surfacing, and tamping equipment operators; drywall and ceiling tile installers; and carpet, floor and tile installers and finishers are also included in this category. First line supervisors, foremen, and helpers in these trades are also grouped in this category..

**INSTALLATION, MAINTENANCE AND REPAIR:** Occupations involving the installation, maintenance, and repair of equipment are included in this group. Examples of job titles found here are heating, ac, and refrigeration mechanics and installers; telecommunication line installers and repairers; heavy vehicle and mobile equipment service technicians and mechanics; small engine mechanics; security and fire alarm systems installers; electric/electronic repair, industrial, utility and transportation equipment; millwrights; riggers; and manufactured building and mobile home installers. First line supervisors, foremen, and helpers for these jobs are also included in the category.

**MATERIAL MOVING WORKERS:** The job titles included in this group are Crane and tower operators; dredge, excavating, and lading machine operators; hoist and winch operators; industrial truck and tractor operators; cleaners of vehicles and equipment; laborers and freight, stock, and material movers, hand; machine feeders and offbearers; packers and packagers, hand; pumping station operators; refuse and recyclable material collectors; and miscellaneous material moving workers.

**PRODUCTION WORKERS:** The job titles included in this category are chemical production machine setters, operators and tenders; crushing/grinding workers; cutting workers; inspectors, testers sorters, samplers, weighers; precious stone/metal workers; painting workers; cementing/gluing machine operators and tenders; etchers/engravers; molders, shapers and casters except for metal and plastic; and production workers.



<p><u>White</u> (not of Hispanic Origin)- All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.</p> <p><u>Black</u>(not of Hispanic Origin)- All persons having origins in any of the Black racial groups of Africa.</p> <p><u>Hispanic</u>- All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.</p>	<p><u>Asian or Pacific Islander</u>- All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes China, India, Japan, Korea, the Philippine Islands, and Samoa.</p> <p><u>American Indian or Alaskan Native</u>- All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.</p>
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## BIDDER CONTRACT COMPLIANCE MONITORING REPORT

### PART I - Bidder Information

Company Name Street Address City & State Chief Executive	Bidder Federal Employer Identification Number _____ Or Social Security Number _____
Major Business Activity (brief description)	Bidder Identification (response optional/definitions on page 1)  -Bidder is a small contractor. Yes ___ No ___ -Bidder is a minority business enterprise Yes ___ No ___ (If yes, check ownership category) Black ___ Hispanic ___ Asian American ___ American Indian/Alaskan Native ___ Iberian Peninsula ___ Individual(s) with a Physical Disability ___ Female ___
Bidder Parent Company (If any)	- Bidder is certified as above by State of CT Yes ___ No ___
Other Locations in Ct. (If any)	

### PART II - Bidder Nondiscrimination Policies and Procedures

1. Does your company have a written Affirmative Action/Equal Employment Opportunity statement posted on company bulletin boards? Yes___ No___	7. Do all of your company contracts and purchase orders contain non-discrimination statements as required by Sections 4a-60 & 4a-60a Conn. Gen. Stat.? Yes___ No___
2. Does your company have the state-mandated sexual harassment prevention in the workplace policy posted on company bulletin boards? Yes___ No___	8. Do you, upon request, provide reasonable accommodation to employees, or applicants for employment, who have physical or mental disability? Yes___ No___
3. Do you notify all recruitment sources in writing of your company's Affirmative Action/Equal Employment Opportunity employment policy? Yes___ No___	9. Does your company have a mandatory retirement age for all employees? Yes___ No___
4. Do your company advertisements contain a written statement that you are an Affirmative Action/Equal Opportunity Employer? Yes ___ No ___	10. If your company has 50 or more employees, have you provided at least two (2) hours of sexual harassment training to all of your supervisors? Yes ___ No ___ NA ___
5. Do you notify the Ct. State Employment Service of all employment openings with your company? Yes ___ No ___	11. If your company has apprenticeship programs, do they meet the Affirmative Action/Equal Employment Opportunity requirements of the apprenticeship standards of the Ct. Dept. of Labor? Yes ___ No ___ NA ___
6. Does your company have a collective bargaining agreement with workers? Yes___ No___ 6a. If yes, do the collective bargaining agreements contain non-discrimination clauses covering all workers? Yes___ No___ 6b. Have you notified each union in writing of your commitments under the nondiscrimination requirements of contracts with the state of Ct? Yes___ No___	12. Does your company have a written affirmative action Plan? Yes ___ No ___ If no, please explain.  13. Is there a person in your company who is responsible for equal employment opportunity? Yes ___ No ___ If yes, give name and phone number. _____

1. Will the work of this contract include subcontractors or suppliers?    Yes\_\_ No\_\_

1a. If yes, please list all subcontractors and suppliers and report if they are a small contractor and/or a minority business enterprise. (defined on page 1 / use additional sheet if necessary)

1b. Will the work of this contract require additional subcontractors or suppliers other than those identified in 1a. above? Yes\_\_ No\_\_

PART IV - Bidder Employment Information Date:

JOB CATEGORY *	OVERALL TOTALS	WHITE (not of Hispanic origin)		BLACK (not of Hispanic origin)		HISPANIC		ASIAN or PACIFIC ISLANDER		AMERICAN INDIAN or ALASKAN NATIVE	
		Male	Female	Male	Female	Male	Female	Male	Female	male	female
Management											
Business & Financial Ops											
Marketing & Sales											
Legal Occupations											
Computer Specialists											
Architecture/Engineering											
Office & Admin Support											
Bldg/ Grounds Cleaning/Maintenance											
Construction & Extraction											
Installation , Maintenance & Repair											
Material Moving Workers											
Production Occupations											
TOTALS ABOVE											
Total One Year Ago											
FORMAL ON THE JOB TRAINEES (ENTER FIGURES FOR THE SAME CATEGORIES AS ARE SHOWN ABOVE)											
Apprentices											
Trainees											

\*NOTE: JOB CATEGORIES CAN BE CHANGED OR ADDED TO (EX. SALES CAN BE ADDED OR REPLACE A CATEGORY NOT USED IN YOUR COMPANY)

1. Which of the following recruitment sources are used by you? (Check yes or no, and report percent used)				2. Check (X) any of the below listed requirements that you use as a hiring qualification  (X)		3. Describe below any other practices or actions that you take which show that you hire, train, and promote employees without discrimination
SOURCE	YES	NO	% of applicants provided by source			
State Employment Service					Work Experience	
Private Employment Agencies					Ability to Speak or Write English	
Schools and Colleges					Written Tests	
Newspaper Advertisement					High School Diploma	
Walk Ins					College Degree	
Present Employees					Union Membership	
Labor Organizations					Personal Recommendation	
Minority/Community Organizations					Height or Weight	
Others (please identify)					Car Ownership	
					Arrest Record	
					Wage Garnishments	

Certification (Read this form and check your statements on it CAREFULLY before signing). I certify that the statements made by me on this BIDDER CONTRACT COMPLIANCE MONITORING REPORT are complete and true to the best of my knowledge and belief, and are made in good faith. I understand that if I knowingly make any misstatements of facts, I am subject to be declared in non-compliance with Section 4a-60, 4a-60a, and related sections of the CONN. GEN. STAT.

(Signature)	(Title)	(Date Signed)	(Telephone)
-------------	---------	---------------	-------------



# DRAFT AIA® Document A101® – 2017

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

**AGREEMENT** made as of the « » day of « » in the year «202 »  
(In words, indicate day, month, and year.)

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

«Westport Public Schools»  
«110 Myrtle Avenue»  
«Westport, CT 06880»  
« »

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

« »  
« »  
« »  
« »

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

«Staples High School Partial Roof Replacement»  
«70 North Avenue»  
«Westport, CT 06880»

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

«Silver/Petrucelli + Associates»  
«3190 Whitney Avenue»  
«Hamden, CT 06518»  
« »

The Owner and Contractor agree as follows.

### ADDITIONS AND DELETIONS:

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

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

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

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

## TABLE OF ARTICLES

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

## EXHIBIT A INSURANCE AND BONDS

### ARTICLE 1 THE CONTRACT DOCUMENTS

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

### ARTICLE 2 THE WORK OF THIS CONTRACT

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

### ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

*(Check one of the following boxes.)*

☐ The date of this Agreement.

☒ A date set forth in a notice to proceed issued by the Owner.

☐ Established as follows:

*(Insert a date or a means to determine the date of commencement of the Work.)*

☐

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

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

#### § 3.3 Substantial Completion

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

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

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

[ «X» ] By the following date: «August 18, 2023»

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

Portion of Work	Substantial Completion Date

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

#### ARTICLE 4 CONTRACT SUM

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

#### § 4.2 Alternates

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

Item	Price

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

Item	Price	Conditions for Acceptance

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

Item	Price

#### § 4.4 Unit prices, if any:

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

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

#### § 4.5 Liquidated damages, if any:

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

« »

#### § 4.6 Other:

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

« »

## ARTICLE 5 PAYMENTS

### § 5.1 Progress Payments

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

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

« »

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the «5th» day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the « » day of the « » month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than « » ( « » ) days after the Architect receives the Application for Payment.

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

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

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

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

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

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

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

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

### § 5.1.7 Retainage

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

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

«Five percent (5%)»



§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

*(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)*

« »

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

*(Insert any other conditions for release of retainage upon Substantial Completion.)*

« »

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

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

## § 5.2 Final Payment

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

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

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

« »

## § 5.3 Interest

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

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

«12» % «Twelve percent»

## ARTICLE 6 DISPUTE RESOLUTION

### § 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

*(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

« »

« »

« »

« »

### § 6.2 Binding Dispute Resolution

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

*(Check the appropriate box.)*

[ ☐ ] Arbitration pursuant to Section 15.4 of AIA Document A201–2017

[ ☒ ] Litigation in a court of competent jurisdiction

[ ☐ ] Other (*Specify*)

« »

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

## ARTICLE 7 TERMINATION OR SUSPENSION

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

§ 7.1.1 If the Contract is terminated for the Owner’s convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:  
(*Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner’s convenience.*)

«Based on the amount of work in place and materials procured and delivered to the site or Contractor's place of business as confirmed by the Architect and Owner, plus any demobilization costs as agreed to by the Owner.»

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

## ARTICLE 8 MISCELLANEOUS PROVISIONS

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

§ 8.2 The Owner’s representative:  
(*Name, address, email address, and other information*)

« »  
« »  
« »  
« »  
« »  
« »

§ 8.3 The Contractor’s representative:  
(*Name, address, email address, and other information*)

« »  
« »  
« »  
« »  
« »  
« »

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

## § 8.5 Insurance and Bonds

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

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

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

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

« »

§ 8.7 Other provisions:

« »

## ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

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

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

« »

.5 Drawings

Number	Title	Date

.6 Specifications

Section	Title	Date	Pages

.7 Addenda, if any:

Number	Date	Pages

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

.8 Other Exhibits:

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

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

« »

[ « » ] The Sustainability Plan:

Title	Date	Pages

[ « » ] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

**.9** Other documents, if any, listed below:

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

« »

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

\_\_\_\_\_  
**OWNER** (Signature)

« »« »

\_\_\_\_\_  
(Printed name and title)

\_\_\_\_\_  
**CONTRACTOR** (Signature)

« »« »

\_\_\_\_\_  
(Printed name and title)



# AIA® Document A201® – 2017

## General Conditions of the Contract for Construction

### for the following PROJECT:

*(Name and location or address)*

Staples High School  
70 North Avenue  
Westport, CT 06880

### THE OWNER:

*(Name, legal status and address)*

Westport Public Schools  
110 Myrtle Avenue  
Westport, CT 06880

### THE ARCHITECT:

*(Name, legal status and address)*

Silver Petrucelli & Associates, Inc.  
3190 Whitney Avenue  
Hamden, CT 06518

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

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, Guide for Supplementary Conditions.

### TABLE OF ARTICLES

1	GENERAL PROVISIONS
2	OWNER
3	CONTRACTOR
4	ARCHITECT
5	SUBCONTRACTORS
6	CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
7	CHANGES IN THE WORK
8	TIME
9	PAYMENTS AND COMPLETION
10	PROTECTION OF PERSONS AND PROPERTY
11	INSURANCE AND BONDS
12	UNCOVERING AND CORRECTION OF WORK
13	MISCELLANEOUS PROVISIONS

14 TERMINATION OR SUSPENSION OF THE CONTRACT

15 CLAIMS AND DISPUTES



Init.

/

## INDEX

(Topics and numbers in bold are Section headings.)

### Acceptance of Nonconforming Work

9.6.6, 9.9.3, **12.3**

Acceptance of Work

9.6.6, 9.8.2, 9.9.3, 9.10.1, 9.10.3, **12.3**

### Access to Work

**3.16**, 6.2.1, **12.1**

Accident Prevention

10

Acts and Omissions

3.2, 3.3.2, 3.12.8, 3.18, 4.2.3, 8.3.1, 9.5.1, 10.2.5,  
10.2.8, 13.3.2, 14.1, 15.1.2, 15.2

Addenda

1.1.1

Additional Costs, Claims for

3.7.4, 3.7.5, 10.3.2, 15.1.5

### Additional Inspections and Testing

9.4.2, 9.8.3, 12.2.1, **13.4**

### Additional Time, Claims for

3.2.4, 3.7.4, 3.7.5, 3.10.2, 8.3.2, **15.1.6**

### Administration of the Contract

3.1.3, **4.2**, 9.4, 9.5

Advertisement or Invitation to Bid

1.1.1

Aesthetic Effect

4.2.13

### Allowances

**3.8**

### Applications for Payment

4.2.5, 7.3.9, 9.2, **9.3**, 9.4, 9.5.1, 9.5.4, 9.6.3, 9.7, 9.10

Approvals

2.1.1, 2.3.1, 2.5, 3.1.3, 3.10.2, 3.12.8, 3.12.9,  
3.12.10.1, 4.2.7, 9.3.2, 13.4.1

### Arbitration

8.3.1, 15.3.2, **15.4**

## ARCHITECT

**4**

Architect, Definition of

**4.1.1**

Architect, Extent of Authority

2.5, 3.12.7, 4.1.2, 4.2, 5.2, 6.3, 7.1.2, 7.3.4, 7.4, 9.2,  
9.3.1, 9.4, 9.5, 9.6.3, 9.8, 9.10.1, 9.10.3, 12.1, 12.2.1,  
13.4.1, 13.4.2, 14.2.2, 14.2.4, 15.1.4, 15.2.1

Architect, Limitations of Authority and Responsibility

2.1.1, 3.12.4, 3.12.8, 3.12.10, 4.1.2, 4.2.1, 4.2.2, 4.2.3,  
4.2.6, 4.2.7, 4.2.10, 4.2.12, 4.2.13, 5.2.1, 7.4, 9.4.2,  
9.5.4, 9.6.4, 15.1.4, 15.2

Architect's Additional Services and Expenses

2.5, 12.2.1, 13.4.2, 13.4.3, 14.2.4

Architect's Administration of the Contract

3.1.3, 3.7.4, 15.2, 9.4.1, 9.5

Architect's Approvals

2.5, 3.1.3, 3.5, 3.10.2, 4.2.7

Architect's Authority to Reject Work

3.5, 4.2.6, 12.1.2, 12.2.1

Architect's Copyright

1.1.7, 1.5

Architect's Decisions

3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 4.2.14, 6.3,  
7.3.4, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4.1, 9.5, 9.8.4, 9.9.1,  
13.4.2, 15.2

Architect's Inspections

3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 13.4

Architect's Instructions

3.2.4, 3.3.1, 4.2.6, 4.2.7, 13.4.2

Architect's Interpretations

4.2.11, 4.2.12

Architect's Project Representative

4.2.10

Architect's Relationship with Contractor

1.1.2, 1.5, 2.3.3, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2,  
3.5, 3.7.4, 3.7.5, 3.9.2, 3.9.3, 3.10, 3.11, 3.12, 3.16,  
3.18, 4.1.2, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5,  
9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3, 12, 13.3.2, 13.4, 15.2

Architect's Relationship with Subcontractors

1.1.2, 4.2.3, 4.2.4, 4.2.6, 9.6.3, 9.6.4, 11.3

Architect's Representations

9.4.2, 9.5.1, 9.10.1

Architect's Site Visits

3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.4

Asbestos

10.3.1

Attorneys' Fees

3.18.1, 9.6.8, 9.10.2, 10.3.3

Award of Separate Contracts

6.1.1, 6.1.2

### Award of Subcontracts and Other Contracts for Portions of the Work

**5.2**

### Basic Definitions

**1.1**

Bidding Requirements

1.1.1

Binding Dispute Resolution

8.3.1, 9.7, 11.5, 13.1, 15.1.2, 15.1.3, 15.2.1, 15.2.5,  
15.2.6.1, 15.3.1, 15.3.2, 15.3.3, 15.4.1

Bonds, Lien

7.3.4.4, 9.6.8, 9.10.2, 9.10.3

### Bonds, Performance, and Payment

7.3.4.4, 9.6.7, 9.10.3, **11.1.2**, 11.1.3, **11.5**

### Building Information Models Use and Reliance

**1.8**

Building Permit

3.7.1

### Capitalization

**1.3**

Certificate of Substantial Completion

9.8.3, 9.8.4, 9.8.5

## **Certificates for Payment**

4.2.1, 4.2.5, 4.2.9, 9.3.3, **9.4**, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 14.1.1.3, 14.2.4, 15.1.4

Certificates of Inspection, Testing or Approval  
13.4.4

Certificates of Insurance  
9.10.2

## **Change Orders**

1.1.1, 3.4.2, 3.7.4, 3.8.2.3, 3.11, 3.12.8, 4.2.8, 5.2.3, 7.1.2, 7.1.3, **7.2**, 7.3.2, 7.3.7, 7.3.9, 7.3.10, 8.3.1, 9.3.1.1, 9.10.3, 10.3.2, 11.2, 11.5, 12.1.2

**Change Orders**, Definition of

### **7.2.1**

## **CHANGES IN THE WORK**

2.2.2, 3.11, 4.2.8, **7**, 7.2.1, 7.3.1, 7.4, 8.3.1, 9.3.1.1, 11.5

**Claims**, Definition of

### **15.1.1**

Claims, Notice of  
1.6.2, 15.1.3

## **CLAIMS AND DISPUTES**

3.2.4, 6.1.1, 6.3, 7.3.9, 9.3.3, 9.10.4, 10.3.3, **15**, 15.4  
Claims and Timely Assertion of Claims  
15.4.1

**Claims for Additional Cost**

3.2.4, 3.3.1, 3.7.4, 7.3.9, 9.5.2, 10.2.5, 10.3.2, **15.1.5**

**Claims for Additional Time**

3.2.4, 3.3.1, 3.7.4, 6.1.1, 8.3.2, 9.5.2, 10.3.2, **15.1.6**

**Concealed or Unknown Conditions, Claims for**  
**3.7.4**

Claims for Damages

3.2.4, 3.18, 8.3.3, 9.5.1, 9.6.7, 10.2.5, 10.3.3, 11.3, 11.3.2, 14.2.4, 15.1.7

Claims Subject to Arbitration  
15.4.1

## **Cleaning Up**

**3.15**, 6.3

Commencement of the Work, Conditions Relating to  
2.2.1, 3.2.2, 3.4.1, 3.7.1, 3.10.1, 3.12.6, 5.2.1, 5.2.3, 6.2.2, 8.1.2, 8.2.2, 8.3.1, 11.1, 11.2, **15.1.5**

**Commencement of the Work**, Definition of  
**8.1.2**

## **Communications**

3.9.1, **4.2.4**

Completion, Conditions Relating to

3.4.1, 3.11, 3.15, 4.2.2, 4.2.9, 8.2, 9.4.2, 9.8, 9.9.1, 9.10, 12.2, 14.1.2, 15.1.2

## **COMPLETION, PAYMENTS AND** **9**

Completion, Substantial

3.10.1, 4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1, 9.10.3, 12.2, 15.1.2

Compliance with Laws

2.3.2, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 10.2.2, 13.1, 13.3, 13.4.1, 13.4.2, 13.5, 14.1.1, 14.2.1.3, 15.2.8, 15.4.2, 15.4.3

Concealed or Unknown Conditions

3.7.4, 4.2.8, 8.3.1, 10.3

Conditions of the Contract

1.1.1, 6.1.1, 6.1.4

Consent, Written

3.4.2, 3.14.2, 4.1.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3, 13.2, 15.4.4.2

## **Consolidation or Joinder**

### **15.4.4**

## **CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS**

1.1.4, **6**

**Construction Change Directive**, Definition of  
**7.3.1**

## **Construction Change Directives**

1.1.1, 3.4.2, 3.11, 3.12.8, 4.2.8, 7.1.1, 7.1.2, 7.1.3, **7.3**, 9.3.1.1

Construction Schedules, Contractor's

3.10, 3.11, 3.12.1, 3.12.2, 6.1.3, 15.1.6.2

**Contingent Assignment of Subcontracts**

**5.4**, 14.2.2.2

## **Continuing Contract Performance**

### **15.1.4**

**Contract**, Definition of

### **1.1.2**

## **CONTRACT, TERMINATION OR SUSPENSION OF THE**

5.4.1.1, 5.4.2, 11.5, **14**

Contract Administration

3.1.3, 4, 9.4, 9.5

Contract Award and Execution, Conditions Relating to

3.7.1, 3.10, 5.2, 6.1

Contract Documents, Copies Furnished and Use of  
1.5.2, 2.3.6, 5.3

**Contract Documents**, Definition of

### **1.1.1**

## **Contract Sum**

2.2.2, 2.2.4, 3.7.4, 3.7.5, 3.8, 3.10.2, 5.2.3, 7.3, 7.4, **9.1**, 9.2, 9.4.2, 9.5.1.4, 9.6.7, 9.7, 10.3.2, 11.5, 12.1.2, 12.3, 14.2.4, 14.3.2, 15.1.4.2, **15.1.5**, **15.2.5**

**Contract Sum**, Definition of

### **9.1**

Contract Time

1.1.4, 2.2.1, 2.2.2, 3.7.4, 3.7.5, 3.10.2, 5.2.3, 6.1.5, 7.2.1.3, 7.3.1, 7.3.5, 7.3.6, 7, 7, 7.3.10, 7.4, 8.1.1, 8.2.1, 8.2.3, 8.3.1, 9.5.1, 9.7, 10.3.2, 12.1.1, 12.1.2, 14.3.2, 15.1.4.2, 15.1.6.1, 15.2.5

**Contract Time**, Definition of

### **8.1.1**

## **CONTRACTOR**

### **3**

Contractor, Definition of

### **3.1**, **6.1.2**

## **Contractor's Construction and Submittal Schedules**

**3.10**, 3.12.1, 3.12.2, 4.2.3, 6.1.3, 15.1.6.2



Contractor's Employees  
2.2.4, 3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3, 11.3, 14.1, 14.2.1.1

**Contractor's Liability Insurance**  
**11.1**  
Contractor's Relationship with Separate Contractors and Owner's Forces  
3.12.5, 3.14.2, 4.2.4, 6, 11.3, 12.2.4  
Contractor's Relationship with Subcontractors  
1.2.2, 2.2.4, 3.3.2, 3.18.1, 3.18.2, 4.2.4, 5, 9.6.2, 9.6.7, 9.10.2, 11.2, 11.3, 11.4  
Contractor's Relationship with the Architect  
1.1.2, 1.5, 2.3.3, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5.1, 3.7.4, 3.10, 3.11, 3.12, 3.16, 3.18, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3, 12, 13.4, 15.1.3, 15.2.1  
Contractor's Representations  
3.2.1, 3.2.2, 3.5, 3.12.6, 6.2.2, 8.2.1, 9.3.3, 9.8.2  
Contractor's Responsibility for Those Performing the Work  
3.3.2, 3.18, 5.3, 6.1.3, 6.2, 9.5.1, 10.2.8  
Contractor's Review of Contract Documents  
3.2  
Contractor's Right to Stop the Work  
2.2.2, 9.7  
Contractor's Right to Terminate the Contract  
14.1  
Contractor's Submittals  
3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 9.2, 9.3, 9.8.2, 9.8.3, 9.9.1, 9.10.2, 9.10.3  
Contractor's Superintendent  
3.9, 10.2.6  
Contractor's Supervision and Construction Procedures  
1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, 7.3.4, 7.3.6, 8.2, 10, 12, 14, 15.1.4  
Coordination and Correlation  
1.2, 3.2.1, 3.3.1, 3.10, 3.12.6, 6.1.3, 6.2.1  
Copies Furnished of Drawings and Specifications  
1.5, 2.3.6, 3.11  
Copyrights  
1.5, **3.17**  
Correction of Work  
2.5, 3.7.3, 9.4.2, 9.8.2, 9.8.3, 9.9.1, 12.1.2, **12.2**, 12.3, 15.1.3.1, 15.1.3.2, 15.2.1  
**Correlation and Intent of the Contract Documents**  
**1.2**  
**Cost**, Definition of  
**7.3.4**  
Costs  
2.5, 3.2.4, 3.7.3, 3.8.2, 3.15.2, 5.4.2, 6.1.1, 6.2.3, 7.3.3.3, 7.3.4, 7.3.8, 7.3.9, 9.10.2, 10.3.2, 10.3.6, 11.2, 12.1.2, 12.2.1, 12.2.4, 13.4, 14  
**Cutting and Patching**  
**3.14**, 6.2.5

Damage to Construction of Owner or Separate Contractors  
3.14.2, 6.2.4, 10.2.1.2, 10.2.5, 10.4, 12.2.4  
Damage to the Work  
3.14.2, 9.9.1, 10.2.1.2, 10.2.5, 10.4, 12.2.4  
Damages, Claims for  
3.2.4, 3.18, 6.1.1, 8.3.3, 9.5.1, 9.6.7, 10.3.3, 11.3.2, 11.3, 14.2.4, 15.1.7  
Damages for Delay  
6.2.3, 8.3.3, 9.5.1.6, 9.7, 10.3.2, 14.3.2  
**Date of Commencement of the Work**, Definition of  
**8.1.2**  
**Date of Substantial Completion**, Definition of  
**8.1.3**  
**Day**, Definition of  
**8.1.4**  
Decisions of the Architect  
3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 6.3, 7.3.4, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4, 9.5.1, 9.8.4, 9.9.1, 13.4.2, 14.2.2, 14.2.4, 15.1, 15.2  
**Decisions to Withhold Certification**  
9.4.1, **9.5**, 9.7, 14.1.1.3  
Defective or Nonconforming Work, Acceptance, Rejection and Correction of  
2.5, 3.5, 4.2.6, 6.2.3, 9.5.1, 9.5.3, 9.6.6, 9.8.2, 9.9.3, 9.10.4, 12.2.1  
Definitions  
1.1, 2.1.1, 3.1.1, 3.5, 3.12.1, 3.12.2, 3.12.3, 4.1.1, 5.1, 6.1.2, 7.2.1, 7.3.1, 8.1, 9.1, 9.8.1, 15.1.1  
**Delays and Extensions of Time**  
**3.2**, **3.7.4**, 5.2.3, 7.2.1, 7.3.1, **7.4**, **8.3**, 9.5.1, **9.7**, 10.3.2, **10.4**, 14.3.2, **15.1.6**, 15.2.5  
**Digital Data Use and Transmission**  
**1.7**  
Disputes  
6.3, 7.3.9, 15.1, 15.2  
**Documents and Samples at the Site**  
**3.11**  
**Drawings**, Definition of  
**1.1.5**  
Drawings and Specifications, Use and Ownership of  
3.11  
Effective Date of Insurance  
8.2.2  
**Emergencies**  
**10.4**, 14.1.1.2, **15.1.5**  
Employees, Contractor's  
3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3.3, 11.3, 14.1, 14.2.1.1  
Equipment, Labor, or Materials  
1.1.3, 1.1.6, 3.4, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2  
Execution and Progress of the Work  
1.1.3, 1.2.1, 1.2.2, 2.3.4, 2.3.6, 3.1, 3.3.1, 3.4.1, 3.7.1, 3.10.1, 3.12, 3.14, 4.2, 6.2.2, 7.1.3, 7.3.6, 8.2, 9.5.1, 9.9.1, 10.2, 10.3, 12.1, 12.2, 14.2, 14.3.1, 15.1.4

Extensions of Time  
3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3, 7.4, 9.5.1, 9.7, 10.3.2, 10.4, 14.3, 15.1.6, **15.2.5**

**Failure of Payment**  
9.5.1.3, **9.7**, 9.10.2, 13.5, 14.1.1.3, 14.2.1.2

Faulty Work  
(See Defective or Nonconforming Work)

**Final Completion and Final Payment**  
4.2.1, 4.2.9, 9.8.2, **9.10**, 12.3, 14.2.4, 14.4.3

Financial Arrangements, Owner's  
2.2.1, 13.2.2, 14.1.1.4

**GENERAL PROVISIONS**

**1**

**Governing Law**

**13.1**  
Guarantees (See Warranty)

**Hazardous Materials and Substances**  
10.2.4, **10.3**  
Identification of Subcontractors and Suppliers  
5.2.1

**Indemnification**  
3.17, **3.18**, 9.6.8, 9.10.2, 10.3.3, 11.3

**Information and Services Required of the Owner**  
2.1.2, **2.2**, 2.3, 3.2.2, 3.12.10.1, 6.1.3, 6.1.4, 6.2.5, 9.6.1, 9.9.2, 9.10.3, 10.3.3, 11.2, 13.4.1, 13.4.2, 14.1.1.4, 14.1.4, 15.1.4

**Initial Decision**  
**15.2**  
**Initial Decision Maker, Definition of**  
1.1.8  
Initial Decision Maker, Decisions  
14.2.4, 15.1.4.2, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5  
Initial Decision Maker, Extent of Authority  
14.2.4, 15.1.4.2, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5

**Injury or Damage to Person or Property**  
**10.2.8**, 10.4  
Inspections  
3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 12.2.1, 13.4

Instructions to Bidders  
1.1.1  
Instructions to the Contractor  
3.2.4, 3.3.1, 3.8.1, 5.2.1, 7, 8.2.2, 12, 13.4.2

**Instruments of Service, Definition of**  
**1.1.7**  
Insurance  
6.1.1, 7.3.4, 8.2.2, 9.3.2, 9.8.4, 9.9.1, 9.10.2, 10.2.5, **11**  
Insurance, Notice of Cancellation or Expiration  
11.1.4, 11.2.3

**Insurance, Contractor's Liability**  
**11.1**  
Insurance, Effective Date of  
8.2.2, 14.4.2

**Insurance, Owner's Liability**  
**11.2**  
**Insurance, Property**  
**10.2.5**, 11.2, 11.4, 11.5

Insurance, Stored Materials  
9.3.2

**INSURANCE AND BONDS**  
**11**  
Insurance Companies, Consent to Partial Occupancy  
9.9.1  
Insured loss, Adjustment and Settlement of  
11.5  
Intent of the Contract Documents  
1.2.1, 4.2.7, 4.2.12, 4.2.13

**Interest**  
**13.5**  
**Interpretation**  
1.1.8, 1.2.3, **1.4**, 4.1.1, 5.1, 6.1.2, 15.1.1  
Interpretations, Written  
4.2.11, 4.2.12  
Judgment on Final Award  
15.4.2

**Labor and Materials, Equipment**  
1.1.3, 1.1.6, **3.4**, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2  
Labor Disputes  
8.3.1  
Laws and Regulations  
1.5, 2.3.2, 3.2.3, 3.2.4, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 9.9.1, 10.2.2, 13.1, 13.3.1, 13.4.2, 13.5, 14, 15.2.8, 15.4  
Liens  
2.1.2, 9.3.1, 9.3.3, 9.6.8, 9.10.2, 9.10.4, 15.2.8  
Limitations, Statutes of  
12.2.5, 15.1.2, 15.4.1.1  
Limitations of Liability  
3.2.2, 3.5, 3.12.10, 3.12.10.1, 3.17, 3.18.1, 4.2.6, 4.2.7, 6.2.2, 9.4.2, 9.6.4, 9.6.7, 9.6.8, 10.2.5, 10.3.3, 11.3, 12.2.5, 13.3.1  
Limitations of Time  
2.1.2, 2.2, 2.5, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2.7, 5.2, 5.3, 5.4.1, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3, 9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 12.2, 13.4, 14, 15, 15.1.2, 15.1.3, 15.1.5

**Materials, Hazardous**  
**10.2.4**, **10.3**  
Materials, Labor, Equipment and  
1.1.3, 1.1.6, 3.4.1, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1.2, 10.2.4, 14.2.1.1, 14.2.1.2  
Means, Methods, Techniques, Sequences and Procedures of Construction  
3.3.1, 3.12.10, 4.2.2, 4.2.7, 9.4.2  
Mechanic's Lien  
2.1.2, 9.3.1, 9.3.3, 9.6.8, 9.10.2, 9.10.4, 15.2.8

**Mediation**  
8.3.1, 15.1.3.2, 15.2.1, 15.2.5, 15.2.6, **15.3**, 15.4.1, 15.4.1.1

**Minor Changes in the Work**  
1.1.1, 3.4.2, 3.12.8, 4.2.8, 7.1, **7.4**

## MISCELLANEOUS PROVISIONS

### 13

#### Modifications, Definition of

##### 1.1.1

#### Modifications to the Contract

1.1.1, 1.1.2, 2.5, 3.11, 4.1.2, 4.2.1, 5.2.3, 7, 8.3.1, 9.7, 10.3.2

#### Mutual Responsibility

### 6.2

#### Nonconforming Work, Acceptance of

9.6.6, 9.9.3, **12.3**

Nonconforming Work, Rejection and Correction of  
2.4, 2.5, 3.5, 4.2.6, 6.2.4, 9.5.1, 9.8.2, 9.9.3, 9.10.4, 12.2

#### Notice

**1.6**, 1.6.1, 1.6.2, 2.1.2, 2.2.2., 2.2.3, 2.2.4, 2.5, 3.2.4, 3.3.1, 3.7.4, 3.7.5, 3.9.2, 3.12.9, 3.12.10, 5.2.1, 7.4, 8.2.2, 9.6.8, 9.7, 9.10.1, 10.2.8, 10.3.2, 11.5, 12.2.2.1, 13.4.1, 13.4.2, 14.1, 14.2.2, 14.4.2, 15.1.3, 15.1.5, 15.1.6, 15.4.1

#### Notice of Cancellation or Expiration of Insurance

11.1.4, 11.2.3

#### Notice of Claims

1.6.2, 2.1.2, 3.7.4, 9.6.8, 10.2.8, **15.1.3**, 15.1.5, 15.1.6, 15.2.8, 15.3.2, 15.4.1

#### Notice of Testing and Inspections

13.4.1, 13.4.2

#### Observations, Contractor's

3.2, 3.7.4

#### Occupancy

2.3.1, 9.6.6, 9.8

#### Orders, Written

1.1.1, 2.4, 3.9.2, 7, 8.2.2, 11.5, 12.1, 12.2.2.1, 13.4.2, 14.3.1

## OWNER

### 2

#### Owner, Definition of

##### 2.1.1

#### Owner, Evidence of Financial Arrangements

**2.2**, 13.2.2, 14.1.1.4

#### Owner, Information and Services Required of the

2.1.2, **2.2**, 2.3, 3.2.2, 3.12.10, 6.1.3, 6.1.4, 6.2.5, 9.3.2, 9.6.1, 9.6.4, 9.9.2, 9.10.3, 10.3.3, 11.2, 13.4.1, 13.4.2, 14.1.1.4, 14.1.4, 15.1.4

#### Owner's Authority

1.5, 2.1.1, 2.3.32.4, 2.5, 3.4.2, 3.8.1, 3.12.10, 3.14.2, 4.1.2, 4.2.4, 4.2.9, 5.2.1, 5.2.4, 5.4.1, 6.1, 6.3, 7.2.1, 7.3.1, 8.2.2, 8.3.1, 9.3.2, 9.5.1, 9.6.4, 9.9.1, 9.10.2, 10.3.2, 11.4, 11.5, 12.2.2, 12.3, 13.2.2, 14.3, 14.4, 15.2.7

#### Owner's Insurance

### 11.2

#### Owner's Relationship with Subcontractors

1.1.2, 5.2, 5.3, 5.4, 9.6.4, 9.10.2, 14.2.2

#### Owner's Right to Carry Out the Work

**2.5**, 14.2.2

#### Owner's Right to Clean Up

### 6.3

#### Owner's Right to Perform Construction and to Award Separate Contracts

### 6.1

#### Owner's Right to Stop the Work

### 2.4

#### Owner's Right to Suspend the Work

14.3

#### Owner's Right to Terminate the Contract

14.2, 14.4

#### Ownership and Use of Drawings, Specifications and Other Instruments of Service

1.1.1, 1.1.6, 1.1.7, **1.5**, 2.3.6, 3.2.2, 3.11, 3.17, 4.2.12, 5.3

#### Partial Occupancy or Use

9.6.6, **9.9**

#### Patching, Cutting and

**3.14**, 6.2.5

#### Patents

3.17

#### Payment, Applications for

4.2.5, 7.3.9, 9.2, **9.3**, 9.4, 9.5, 9.6.3, 9.7, 9.8.5, 9.10.1, 14.2.3, 14.2.4, 14.4.3

#### Payment, Certificates for

4.2.5, 4.2.9, 9.3.3, **9.4**, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 14.1.1.3, 14.2.4

#### Payment, Failure of

9.5.1.3, **9.7**, 9.10.2, 13.5, 14.1.1.3, 14.2.1.2

#### Payment, Final

4.2.1, 4.2.9, **9.10**, 12.3, 14.2.4, 14.4.3

#### Payment Bond, Performance Bond and

7.3.4.4, 9.6.7, 9.10.3, **11.1.2**

#### Payments, Progress

9.3, **9.6**, 9.8.5, 9.10.3, 14.2.3, 15.1.4

## PAYMENTS AND COMPLETION

### 9

#### Payments to Subcontractors

5.4.2, 9.5.1.3, 9.6.2, 9.6.3, 9.6.4, 9.6.7, 14.2.1.2

#### PCB

10.3.1

#### Performance Bond and Payment Bond

7.3.4.4, 9.6.7, 9.10.3, **11.1.2**

#### Permits, Fees, Notices and Compliance with Laws

2.3.1, **3.7**, 3.13, 7.3.4.4, 10.2.2

## PERSONS AND PROPERTY, PROTECTION OF

### 10

#### Polychlorinated Biphenyl

10.3.1

#### Product Data, Definition of

### 3.12.2

#### Product Data and Samples, Shop Drawings

3.11, **3.12**, 4.2.7

#### Progress and Completion

4.2.2, **8.2**, 9.8, 9.9.1, 14.1.4, 15.1.4

#### Progress Payments

9.3, **9.6**, 9.8.5, 9.10.3, 14.2.3, 15.1.4

**Project, Definition of**  
**1.1.4**

Project Representatives  
4.2.10

**Property Insurance**  
10.2.5, **11.2**

**Proposal Requirements**  
1.1.1

**PROTECTION OF PERSONS AND PROPERTY**  
**10**

Regulations and Laws

1.5, 2.3.2, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 9.9.1,  
10.2.2, 13.1, 13.3, 13.4.1, 13.4.2, 13.5, 14, 15.2.8, 15.4  
Rejection of Work  
4.2.6, 12.2.1

Releases and Waivers of Liens  
9.3.1, 9.10.2

Representations  
3.2.1, 3.5, 3.12.6, 8.2.1, 9.3.3, 9.4.2, 9.5.1, 9.10.1

Representatives  
2.1.1, 3.1.1, 3.9, 4.1.1, 4.2.10, 13.2.1

Responsibility for Those Performing the Work  
3.3.2, 3.18, 4.2.2, 4.2.3, 5.3, 6.1.3, 6.2, 6.3, 9.5.1, 10  
Retainage  
9.3.1, 9.6.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3

**Review of Contract Documents and Field**  
**Conditions by Contractor**  
**3.2**, 3.12.7, 6.1.3

Review of Contractor's Submittals by Owner and  
Architect  
3.10.1, 3.10.2, 3.11, 3.12, 4.2, 5.2, 6.1.3, 9.2, 9.8.2  
Review of Shop Drawings, Product Data and Samples  
by Contractor  
3.12

**Rights and Remedies**  
1.1.2, 2.4, 2.5, 3.5, 3.7.4, 3.15.2, 4.2.6, 5.3, 5.4, 6.1,  
6.3, 7.3.1, 8.3, 9.5.1, 9.7, 10.2.5, 10.3, 12.2.1, 12.2.2,  
12.2.4, **13.3**, 14, 15.4

**Royalties, Patents and Copyrights**  
**3.17**

Rules and Notices for Arbitration  
15.4.1

**Safety of Persons and Property**  
**10.2**, 10.4

**Safety Precautions and Programs**  
3.3.1, 4.2.2, 4.2.7, 5.3, **10.1**, 10.2, 10.4

**Samples, Definition of**  
**3.12.3**

**Samples, Shop Drawings, Product Data and**  
3.11, **3.12**, 4.2.7

**Samples at the Site, Documents and**  
**3.11**

**Schedule of Values**  
**9.2**, 9.3.1

Schedules, Construction  
3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.6.2

Separate Contracts and Contractors  
1.1.4, 3.12.5, 3.14.2, 4.2.4, 4.2.7, 6, 8.3.1, 12.1.2

**Separate Contractors, Definition of**  
**6.1.1**

**Shop Drawings, Definition of**  
**3.12.1**

**Shop Drawings, Product Data and Samples**  
3.11, **3.12**, 4.2.7

**Site, Use of**  
**3.13**, 6.1.1, 6.2.1

Site Inspections  
3.2.2, 3.3.3, 3.7.1, 3.7.4, 4.2, 9.9.2, 9.4.2, 9.10.1, 13.4

Site Visits, Architect's  
3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.4

Special Inspections and Testing  
4.2.6, 12.2.1, 13.4

**Specifications, Definition of**  
**1.1.6**

**Specifications**  
1.1.1, **1.1.6**, 1.2.2, 1.5, 3.12.10, 3.17, 4.2.14

Statute of Limitations  
15.1.2, 15.4.1.1

Stopping the Work  
2.2.2, 2.4, 9.7, 10.3, 14.1

Stored Materials  
6.2.1, 9.3.2, 10.2.1.2, 10.2.4

**Subcontractor, Definition of**  
**5.1.1**

**SUBCONTRACTORS**  
**5**

Subcontractors, Work by  
1.2.2, 3.3.2, 3.12.1, 3.18, 4.2.3, 5.2.3, 5.3, 5.4, 9.3.1.2,  
9.6.7

**Subcontractual Relations**  
**5.3**, 5.4, 9.3.1.2, 9.6, 9.10, 10.2.1, 14.1, 14.2.1

Submittals  
3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 7.3.4, 9.2, 9.3, 9.8,  
9.9.1, 9.10.2, 9.10.3

Submittal Schedule  
3.10.2, 3.12.5, 4.2.7

**Subrogation, Waivers of**  
6.1.1, **11.3**

**Substances, Hazardous**  
**10.3**

**Substantial Completion**  
4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, **9.8**, 9.9.1, 9.10.3, 12.2,  
15.1.2

**Substantial Completion, Definition of**  
**9.8.1**

Substitution of Subcontractors  
5.2.3, 5.2.4

Substitution of Architect  
2.3.3

Substitutions of Materials  
3.4.2, 3.5, 7.3.8

**Sub-subcontractor, Definition of**  
**5.1.2**

Subsurface Conditions  
3.7.4

**Successors and Assigns**  
**13.2**

**Superintendent**  
**3.9, 10.2.6**

**Supervision and Construction Procedures**  
1.2.2, **3.3**, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3,  
7.3.4, 8.2, 8.3.1, 9.4.2, 10, 12, 14, 15.1.4

**Suppliers**  
1.5, 3.12.1, 4.2.4, 4.2.6, 5.2.1, 9.3, 9.4.2, 9.5.4, 9.6,  
9.10.5, 14.2.1

**Surety**  
5.4.1.2, 9.6.8, 9.8.5, 9.10.2, 9.10.3, 11.1.2, 14.2.2,  
15.2.7

**Surety, Consent of**  
9.8.5, 9.10.2, 9.10.3

**Surveys**  
1.1.7, 2.3.4

**Suspension by the Owner for Convenience**  
**14.3**

**Suspension of the Work**  
3.7.5, 5.4.2, 14.3

**Suspension or Termination of the Contract**  
5.4.1.1, 14

**Taxes**  
3.6, 3.8.2.1, 7.3.4.4

**Termination by the Contractor**  
**14.1, 15.1.7**

**Termination by the Owner for Cause**  
5.4.1.1, **14.2**, 15.1.7

**Termination by the Owner for Convenience**  
**14.4**

**Termination of the Architect**  
2.3.3

**Termination of the Contractor Employment**  
14.2.2

**TERMINATION OR SUSPENSION OF THE**  
**CONTRACT**

**14**

**Tests and Inspections**  
3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3,  
9.9.2, 9.10.1, 10.3.2, 12.2.1, **13.4**

**TIME**  
**8**

**Time, Delays and Extensions of**  
3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4, **8.3**, 9.5.1, 9.7,  
10.3.2, 10.4, 14.3.2, 15.1.6, 15.2.5

**Time Limits**

2.1.2, 2.2, 2.5, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2,  
5.2, 5.3, 5.4, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3, 9.4.1,  
9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 12.2, 13.4, 14, 15.1.2,  
15.1.3, 15.4

**Time Limits on Claims**

3.7.4, 10.2.8, 15.1.2, 15.1.3

**Title to Work**

9.3.2, 9.3.3

**UNCOVERING AND CORRECTION OF WORK**  
**12**

**Uncovering of Work**  
**12.1**

**Unforeseen Conditions, Concealed or Unknown**  
3.7.4, 8.3.1, 10.3

**Unit Prices**

7.3.3.2, 9.1.2

**Use of Documents**

1.1.1, 1.5, 2.3.6, 3.12.6, 5.3

**Use of Site**

**3.13**, 6.1.1, 6.2.1

**Values, Schedule of**  
**9.2**, 9.3.1

**Waiver of Claims by the Architect**  
13.3.2

**Waiver of Claims by the Contractor**  
9.10.5, 13.3.2, **15.1.7**

**Waiver of Claims by the Owner**  
9.9.3, 9.10.3, 9.10.4, 12.2.2.1, 13.3.2, 14.2.4, **15.1.7**

**Waiver of Consequential Damages**  
14.2.4, 15.1.7

**Waiver of Liens**  
9.3, 9.10.2, 9.10.4

**Waivers of Subrogation**  
6.1.1, **11.3**

**Warranty**  
**3.5**, 4.2.9, 9.3.3, 9.8.4, 9.9.1, 9.10.2, 9.10.4, 12.2.2,  
15.1.2

**Weather Delays**

8.3, 15.1.6.2

**Work, Definition of**  
**1.1.3**

**Written Consent**  
1.5.2, 3.4.2, 3.7.4, 3.12.8, 3.14.2, 4.1.2, 9.3.2, 9.10.3,  
13.2, 13.3.2, 15.4.4.2

**Written Interpretations**  
4.2.11, 4.2.12

**Written Orders**

1.1.1, 2.4, 3.9, 7, 8.2.2, 12.1, 12.2, 13.4.2, 14.3.1



## ARTICLE 1 GENERAL PROVISIONS

### § 1.1 Basic Definitions

#### § 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements. As used herein, "Contractor" shall also mean "Construction Manager."

#### § 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, except as set forth in Sections 5.3 and 5.4, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

#### § 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

#### § 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

#### § 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

#### § 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

#### § 1.1.7 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

#### § 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. ~~The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.~~

§ 1.1.9 The terms "knowledge," "recognize," "observe" and "discover," their respective derivatives and similar terms, as used in the Contract Documents referring to the Contractor, shall be interpreted to mean what the Contractor knows (or should reasonably know), recognizes (or should reasonably recognize), observes (or should observe) and discovers (or should discover) in exercising the care, skill and diligence required by the Contract Documents. Analogously, the

expression "reasonably inferable" shall be interpreted to mean reasonably inferable by a contractor familiar with the Project and exercising the care, skill and diligence required by the Contract Documents.

#### **§ 1.1.10 Terminology**

1. Unless otherwise indicated the term "provide" shall include furnishing and installing a product, materials, systems, and/or equipment complete in place, fully tested and approved.
2. The terms "approved" and/or "approval" shall mean approved and/or approval in writing unless otherwise indicated.
3. The term "Contractor" shall also mean "Construction Manager" for purposes of this Agreement.

#### **§ 1.2 Correlation and Intent of the Contract Documents**

**§ 1.2.1** The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results. In the event of inconsistencies within or between parts of the Contract Documents or between the Contract Documents and applicable standards, codes and ordinances, the Contractor shall (i) provide the better quality or greater quantity of Work or (ii) comply with the more stringent requirement; either or both in accordance with the Architect's interpretation.

- .1 On the Drawings, given dimensions shall take precedence over scaled measurements and large scale drawings over small scale drawings.
- .2 Before requesting the ordering of any material or doing any Work, the Contractor and each Subcontractor shall verify measurements at the Project site and shall be responsible for the correctness of such measurements. No extra charges or compensation will be allowed on account of differences between actual dimensions and the dimensions indicated on the Drawings.
- .3 If a minor change in the Work is found to be necessary due to actual field conditions, the Contractor shall submit detailed drawings of such departure to the Architect for approval before making the change.
- .4 Contractor shall thoroughly acquaint itself with and comply with the terms, statutes, rules and regulations governing excavation in the area of underground utilities.

**§ 1.2.1.1** The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, ~~or is otherwise invalid or unenforceable~~, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

**§ 1.2.2** Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade. The Contractor and all Subcontractors shall refer to all Contract Documents, including those not specifically showing the Work of their specialized trades, and shall perform all Work necessary to produce the results shown or reasonably inferable therefrom.

**§ 1.2.3** Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

**§ 1.2.4** Dimensions given on the Drawings govern scale measurements and large scale drawings govern small scale drawings. All documents are complementary and specific items of work are shown only where most appropriate for clarity. The Drawings are generally made to scale, but all working dimensions shall be taken from the figured dimensions, or by actual measurements taken at the job, and in no case by scaling. Whether or not an error is believed to exist, deviation from the Drawings and the dimensions given thereon shall be made only after approval in writing from the Architect.

**§ 1.2.5** All indications or notations which apply to one or a number of similar situations, materials or processes shall be deemed to apply to all such situations, materials or processes wherever they appear in the Work, except where a contrary result is clearly indicated by the Contract Documents.

**§ 1.2.6** It shall be understood that the Architect's drawings are diagrammatic and the Contractor and subcontractors shall work in cooperation with each other in determining the running of pipe duct, electrical, etc. lines and locating equipment. Any necessary variation shall be made to conform to the intent of the diagrammatic drawings without additional costs. Where there are intersections involving various piping and equipment, etc., particular consideration shall be given to clearance.

**§ 1.2.7** All manufactured articles, materials and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with the manufacturers' written instructions unless specifically indicated otherwise in the Contract Documents.

### **§ 1.3 Capitalization**

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

### **§ 1.4 Interpretation**

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

### **§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service**

**§ 1.5.1** The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including ~~copyrights~~ copyrights, except as may be required under the Agreement with the Owner. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

**§ 1.5.2** The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

### **§ 1.6 Notice**

**§ 1.6.1** Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

**§ 1.6.2** Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, ~~or by courier providing proof of delivery~~ delivery, or electronic transmission.

### **§ 1.7 Digital Data Use and Transmission**

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

### **§ 1.8 Building Information Models Use and Reliance**

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk



and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

### **§ 1.9 Character and Intent of Drawings**

During the bidding or negotiation period, questions or discrepancies called to the Architect's attention, in writing, will be answered by the Architect by means of an addendum. All addendums shall become part of the Contract Documents. If any item of Work is shown on the Drawings and not specified, or mentioned in the Specifications and not shown on the Drawings, the matter shall be brought to the attention of the Architect during the bidding period so an addendum can be issued correcting the omission. If such correction is not made, the Work in question shall be considered to be required as if it has been specified and shown on the Drawings.

## **ARTICLE 2 OWNER**

### **§ 2.1 General**

**§ 2.1.1** The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative. The term "Owner's Representative" means the Owner's authorized representative.

**§ 2.1.2** The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

**§ 2.1.3** The Owner shall not be responsible for construction means, methods, techniques, sequences and procedures or for site safety except as stated in Article 6.

### **§ 2.2 Evidence of the Owner's Financial Arrangements**

**§ 2.2.1** ~~Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.~~

**§ 2.2.2** ~~Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.~~

**§ 2.2.3** ~~After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.~~

**§ 2.2.4** ~~Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants,~~

~~sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.~~

### **§ 2.3 Information and Services Required of the Owner**

**§ 2.3.1** Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

**§ 2.3.1.1** Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

**§ 2.3.2** The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

**§ 2.3.3** ~~If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.~~

**§ 2.3.4** The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

**§ 2.3.5** The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

**§ 2.3.6** Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

**§ 2.3.7** Unless otherwise provided in the Contract Documents the Owner will hire and pay for services including but not limited to independent materials testing and special inspections as determined necessary by the Architect and Owner to verify the compliance of materials and installations with the Contract Documents. These services provided by the Owner may include and are not limited to soils, cast in place concrete, masonry, steel and fireproofing inspections and testing. These services provided by the Owner do not relieve the Contractor of its obligations in Section 13.4.

### **§ 2.4 Owner's Right to Stop the Work**

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or ~~repeatedly~~ fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

**§ 2.4.1** The Owner shall have the right to reject Work that it believes does not conform to the Contract Documents. However, neither this authority of the Owner nor a decision made to exercise or not exercise such authority shall give rise to a duty or responsibility of the Owner to the Contractor.

### **§ 2.5 Owner's Right to Carry Out the Work**

If the Contractor defaults or ~~neglects~~ fails to carry out the Work in accordance with the Contract Documents and fails within a ~~ten-day~~ seven-day period after receipt of notice from the Owner to commence and continue correction of such

default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor ~~are both subject to prior approval of the Architect and the Architect may~~, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

**§ 2.5.1** In no event shall the Owner have control over, charge of, or any responsibility for construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the Work, notwithstanding any of the rights and authority granted the Owner in the Contract Documents.

**§ 2.5.2** The rights stated in this Article and elsewhere in the Contract Documents are cumulative and not in limitation of any rights of the Owner (1) granted in the Contract Documents, (2) at law, or (3) in equity.

### **§ 2.6 Owner's Right to Inspect the Work**

**§ 2.6.1** The Owner has the right to have full access to and inspect all portions of the Work for quality, progress and conformance to the Contract Documents.

### **§ 2.7 Commissioning**

**§ 2.7.1** The Owner will perform inspections and tests of systems to validate the proper installation and performance of the Work as intended and required by the Contract Documents. These tests and inspections may be performed by the Owner's Representative or by independent contractors or consultants.

**§ 2.7.2** The commissioning activities performed by the Owner in no way relieve or replace the obligations of the Architect or the Contractor in their fulfillment of Contract obligations.

**§ 2.7.3** The commissioning agent of the Owner will utilize information provided by the Architect for design intent and the Contractor for actual installation conditions.

**§ 2.7.4** Any commissioning activities are at the sole discretion of the Owner and not a requirement of this Agreement.

## **ARTICLE 3 CONTRACTOR**

### **§ 3.1 General**

**§ 3.1.1** The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

**§ 3.1.2** The Contractor shall perform the Work in accordance with the Contract Documents.

**§ 3.1.3** The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Owner or the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

### **§ 3.2 Review of Contract Documents and Field Conditions by Contractor**

**§ 3.2.1** Execution of the Contract or any amendment thereto by the Contractor is a representation that the Contractor has ~~visited~~ investigated the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents. The Contractor and each Subcontractor shall evaluate and satisfy themselves as to the conditions and limitations under which the work is to be performed, including, without limitation (1) the location, condition, layout and nature of the Project site and surrounding areas, (2) generally prevailing climatic conditions, (3) anticipated labor supply and costs, (4) availability and cost of materials, tools and equipment, and (5) other similar issues. The Owner shall not be required to make any

adjustment in either the Contract Sum, Contract Time or any Milestone Date in connection with any failure by the Contractor or any Subcontractor to comply with the requirements of this Section.

**§ 3.2.2** Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, Work and at frequent intervals during the progress thereof, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor Contractor. The Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents. However, if the Contractor proceeds with the Work without such notice to the Architect, after having discovered such errors, inconsistencies or omissions, or if by reasonable study of the Contract Documents by the Contractor, the Contractor shall pay all costs arising therefrom.

**§ 3.2.3** The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, regulations unless they bear upon the performance of the Work, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

**§ 3.2.4** If any portion of the Contract Documents do not clearly define the Work, the Contractor shall immediately notify the Owner and Architect thereof, in writing, by utilizing a Request for Information (RFI) form, and shall request supplementary instructions before proceeding with such Work. If the Contractor proceeds with the Work without first obtaining such supplementary instructions, the Contractor shall make any repairs or corrections to the Work, as required by the Contract Documents, to complete the Work, at the Contractor's expense. If the Contractor believes that additional cost or time is involved because of clarifications or instructions issued by the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, authorities, unless the Contractor recognized or should have recognized such errors, inconsistencies, omissions or differences and failed to report it to the Architect or Owner. Nothing in this Section 3.2.4 relieves the Contractor of the legal compliance requirements of Section 3.7.2.

**§ 3.2.5** RFIs shall be submitted in a timely manner so as to cause no delay in the progress of the Work, and to allow adequate time for review and response prior to the date on which the Contractor's current schedule of submittals requires a subsequent submittal which is dependent on the information requested. Unless another period of time is reasonably requested and agreed to at the time of submittal, the Architect shall respond to each RFI within not more than fourteen (14) days after receiving it. It is understood that larger, more complicated RFIs shall require more than fourteen (14) days to review and respond, but shall be a reasonable amount of time as mutually agreed at time of submission. RFIs shall be sequentially numbered and logged and tracked by the Contractor regardless if the source of the RFI was from the Contractor or Owner.

**§ 3.2.6** The Contractor shall reimburse the Owner amounts charged to the Owner by the Architect for responding to an unreasonable number of Contractor's Requests for Information where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner provided information, Contractor prepared Coordination Drawings, or project correspondence or documentation. Such amounts may be deducted by the Owner from any payment otherwise due the Contractor.

### **§ 3.3 Supervision and Construction Procedures**

**§ 3.3.1** The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences,

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~~and procedures, procedures, and safety precautions~~ and for coordinating all portions of the Work under the ~~Contract~~. ~~Contract, unless the Contract Documents give other specific instructions concerning these matters.~~ If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, ~~or procedures, procedures, and safety precautions,~~ the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect, and shall ~~propose alternative means, methods, techniques, sequences, or procedures.~~ not proceed with that portion of the Work. The Contractor shall then provide to the Owner and the Architect for review an alternative approach that satisfies the Contractor's concerns regarding the construction means, methods, techniques, sequences, or procedures and meets the intent of the Construction Documents. A resolution must be reached that is agreeable to the Architect, Owner, and Contractor before the disputed work proceeds. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

**§ 3.3.2** The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its ~~Subcontractors.~~ Subcontractors and for any damages, losses, costs and expenses, including, but not limited to, attorney's fees resulting from such acts or omissions.

**§ 3.3.3** The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

**§ 3.3.4** The Contractor shall be responsible for coordinating, scheduling, notifying and cooperating with the independent materials testing and special inspections services hired and paid for by the Owner as outlined in Section 2.2.6.

**§ 3.3.5** The Contractor shall only use specifically assigned areas for parking, storage of materials, and construction operations unless other areas are authorized by the Owner. The Contractor shall comply with any and all local, municipal and state regulations regarding use of and parking on public streets.

**§ 3.3.6** The Contractor shall arrange for and attend weekly job meetings with the Architect, the Owner's Project Manager, and such other persons as the Architect may from time to time wish to have present. The Contractor shall be represented by a principal, project manager, general superintendent, or other authorized main office representative, as well as by the Contractor's own superintendent. An authorized representative of any Subcontractor or Sub-Subcontractor shall attend such meetings if the representative's presence is requested by the Architect. Such representatives shall be empowered to make binding commitments on all matters to be discussed at such meetings, including costs, payments, Change Orders, time schedules, and manpower. Any notices required under the Contract may be served on such representatives. The recording of minutes for these job meetings and their timely distribution to the Owner and Architect shall be the responsibility of the Contractor unless agreed otherwise by the Owner, Architect and Contractor.

**§ 3.3.7** The Contractor shall not be relieved of obligation to perform the Work in accordance with the Contract Documents either by activities or duties of the Owner in the Owner's administration of the Contract, or by tests, inspections or approvals required or performed by persons other than the Contractor.

**§ 3.3.8** The Contractor shall retain a competent Registered Professional Engineer or Registered Land Surveyor acceptable to the Architect who shall establish the exterior lines and required elevations of all buildings and structures to be erected on the site and shall establish sufficient lines and grades for the construction of associated Work such as but not limited to roads utilities and site grading. The Engineer or Land Surveyor shall certify as to the actual location for the constructed facilities in relation to property lines, building lines, easements and other restrictive boundaries. Such information shall be turned over to the Owner as a part of Record Documents.

**§ 3.3.9** The Contractor shall establish the building grade elevations, levels, columns, walls and partition lines required by the Contractor and Subcontractors in laying out their Work.

§ 3.3.10 The Contractor shall coordinate and supervise the work performed by Subcontractors to ensure that the Work is carried out without conflict between trades and so that no trade, at any time, causes delay to the general progress of the Work. The Contractor and all Subcontractors shall at all times afford each trade, any separate contractor, or the Owner, every reasonable opportunity for the installation of their work and the storage of materials.

#### **§ 3.4 Labor and Materials**

**§ 3.4.1** Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

**§ 3.4.2** Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

**§ 3.4.3** The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

**§ 3.4.4** Only materials and equipment that are to be used directly in the Work shall be brought to and stored on the project site. Protection of construction materials and equipment stored at the project site from weather, theft, damage, and other adversity is solely the responsibility of the Contractor.

#### **§ 3.5 Warranty**

**§ 3.5.1** The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the ~~Architect,~~ Architect or Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

**§ 3.5.2** All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

**§ 3.5.3** The Contractor agrees to assign to the Owner at the time of final completion of the Work any and all manufacturer's warranties relating to materials and labor used in the Work and further agrees to perform the Work in such manner so as to preserve any and all such manufacturer's warranties.

**§ 3.5.4** The Contractor expressly warrants its' Work for one year after the date of Substantial Completion. Contractor shall make any repair or replacement to the Work resulting from defective materials and/or workmanship. Contractor shall commence making the repairs or replacements required pursuant to this Warranty within ten days after the Owner gives written notice to the Contractor. In the event of Contractor's failure to make timely corrections, Owner shall have the right to make corrections and Contractor shall be responsible for immediate payment thereof. Any other specific or extended warranties are as identified in the Project Manual.

**§ 3.5.5** The warranty required by this Section 3.5 shall be in addition to and not in limitation of any other warranty required by the Contract Documents or otherwise prescribed by law.

**§ 3.5.6** The Contractor shall procure and deliver to the Architect, no later than thirty (30) calendar days after the Date of Substantial Completion, all warranties required by the Contract Documents.

**§ 3.5.7** This Warranty shall include the repair and/or replacement of all damaged materials resulting from the defective materials and/or workmanship. This shall include but not be limited to furniture, fixtures, equipment, finishes or any other affected materials or property.

### **§ 3.6 Taxes**

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect. If the Owner is an institution exempt from sales tax, Bidders shall take this in consideration in calculating their bid. The Tax Exemption Number will be furnished to the selected Contractor. In addition, the Contractor and Subcontractors shall pay any and all compulsory taxes required or which may be imposed by any governmental agency, as applicable.

### **§ 3.7 Permits, Fees, Notices and Compliance with Laws**

**§ 3.7.1** Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

**§ 3.7.2** The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders and all other requirements of public authorities applicable to performance of the Work. The Contractor shall be responsible for scheduling all tests and inspections required by authorities having jurisdiction.

**§ 3.7.2.1** It shall be the responsibility of all Contractors to confer with the various inspection offices of the local, state, or federal agency having jurisdiction over this construction project with the intent of verifying acceptability of materials and methods of construction indicated and specified herein. The respective Contractors and/or Subcontractors shall visit the building inspector, plumbing inspector, electrical inspector, or any other inspection office having the authority for granting approvals or construction permits. The Contractor shall be responsible for scheduling all tests and inspections required by authorities having jurisdiction.

**§ 3.7.2.2** All construction work shall conform to all prevailing codes.

**§ 3.7.2.3** It is the responsibility of the Contractor to determine what local ordinances, if any, will affect its Work. It shall check for any county, city, borough, or township rules or regulations applicable to the area in which the project is being constructed, and in addition, for any rules or regulations of other organizations having jurisdiction, such as chamber-of-commerce, planning commissions, industries, or utilities companies who have jurisdiction over lands which the Contractor occupies.

**§ 3.7.3** If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction costs, damages and expenses attributable to correction, and shall indemnify the Owner therefore, including supervision, reasonable attorney and professionals fees.

### **§ 3.7.4 Concealed or Unknown Conditions**

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Bid and Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites, memorial objects such as signs, trees, stones, etc. or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

### § 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- .1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.8.4 No allowances shall be included in the Bid Documents by the Architect unless specifically requested by the Architect and approved in writing by the Owner.

### § 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor. The Project Manager, Assistant Project Manager and Superintendent may not be removed without the prior written consent of the Owner. Owner reserves the right to have any employee of Contractor removed from the Project.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect and Owner to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.9.4 The superintendent shall be in attendance at the project site at all times during the progress of the Work until the date of Substantial Completion, and for such time thereafter necessary for the completion of the Work.

### § 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, or as part of the Guaranteed Maximum Price (GMP) proposal, (if provided), shall submit for the Owner's and Architect's information approval a Contractor's construction schedule for the Work. Work, which will be considered the baseline schedule. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the ~~Work~~ Work, (4) submittal/product approval activities. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current



under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project. The baseline schedule shall be approved prior to submission of the first Pay Application.

**§ 3.10.2** The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals. The submittal schedule shall be approved prior to the first Pay Application. The submittal schedule shall be updated and reviewed at progress meetings.

**§ 3.10.3** The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

**§ 3.10.4** The construction schedule shall be in a detailed critical path method (CPM) type format satisfactory to the Owner and Architect which shall also (1) provide a graphic representation of all activities and events that will occur during performance of the Work, including but not limited to hazardous material remediation, demolition, furniture and equipment deliveries, Substantial Completion, move-in activities, commissioning, training, punch list, and final cleaning; (2) identify each phase of construction and occupancy; (3) identify float time associated with non-critical path activities and (4) set forth dates that are critical in ensuring the timely and orderly completion of the Work in accordance with the requirements of the Contract Documents (hereinafter referred to as Milestone Dates). Upon review and acceptance by the Architect and Owner, the construction schedule shall be deemed the Baseline Construction Schedule for the Project and will be used to determine the validity of Claims for Additional Time as identified in Section 15.1.5. This Baseline Construction Schedule can only be modified with approved changes in Contract Time through the execution of a Change Order. The Contractor shall monitor the progress of the Work for conformance with the requirements of the construction schedule and shall promptly advise the Owner and Architect of any delays or potential delays. The construction schedule shall be updated regularly to reflect actual conditions or if requested by the Owner or at least monthly. In the event any progress report indicates any delays, the Contractor shall propose an affirmative plan to correct the delay, including overtime and/or additional labor, if necessary. In no event shall any progress report constitute an adjustment in the Contract Time, any Milestone Date or the Contract Sum unless any such adjustment is agreed to by the Owner and authorized pursuant to a Change Order.

**§ 3.10.5** At weekly or biweekly construction progress meetings, the Contractor shall submit detailed two (2) week look ahead schedules which depict specific activities to occur during that period.

**§ 3.10.6** The Contractor shall schedule and conduct construction and progress meetings, on a frequency required to effect coordination, to discuss such matters as procedures, progress, problems and scheduling. The Contractor shall prepare and distribute minutes within three (3) working days of such meetings.

**§ 3.10.7** The Contractor shall record the progress of the Project. Submit written progress reports not less frequently than monthly to the Owner and the Architect, including information on each Subcontractor and each Subcontractor's Work, as well as the entire Project, showing percentages of completion and the number and amounts of Change Orders. The Contractor will keep a daily log containing a record of weather, Subcontractor's Work on the site, number of workers, Work accomplished, problems encountered and other similar relevant data as the Owner may require. Upon request, Contractor shall make the log available to the Owner and the Architect.

### **§ 3.11 Documents and Samples at the Site**

The Contractor shall ~~make available, maintain,~~ at the Project site, ~~site for the Owner,~~ the Contract Documents, including Change Orders, Construction Change Directives, ~~and other Modifications,~~ other Modifications, baseline schedule, current schedule, schedule of submittals, RFI log and other documents related to the Project as directed by the Architect, in good order and marked currently to ~~indicate record~~ field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed, of the Work. A designated complete set of Contract Documents shall be maintained by the Contractor and kept onsite at all times with up-to-date red-line modifications that accurately record field conditions different than those shown on the original documents. These

red-lined drawings shall be turned over to the Architect for record purposes no later than thirty (30) calendar days after the date of Substantial Completion. This set of "red-lined" drawings shall be maintained and kept current by the Contractor and their completeness shall be routinely inspected by the Architect and Owner. If these "red-lined" drawings are not maintained by the Contractor or kept current during construction, then the approval of Applications for Payment, as defined in Section 9.3, shall be denied.

### **§ 3.12 Shop Drawings, Product Data and Samples**

**§ 3.12.1** Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

**§ 3.12.2** Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

**§ 3.12.3** Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

**§ 3.12.4** Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action. The Contractor's approval shall be noted on the submitted item or in its transmittal letter, together with written notice of any deviation in the submitted item from the requirements of the Work and of the Contract Documents. In collaboration with the Architect, Contractor shall establish and implement procedures for expediting the processing and approval of Shop Drawings, Product Data, Samples and other submittals.

**§ 3.12.5** The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors. Each Shop Drawing, Product Data, Sample and similar submittals shall have a cover sheet on them identifying the project name and address, contractor information, drawing and/or specification reference, submission date and contents of the submittal. Ample space shall be provided on this cover sheet to allow for the Contractor's and Architect's review stamps. The Contractor's approval shall be noted on the submitted item or in its transmittal letter, together with written notice of any deviation in the submitted item from the requirements of the Work and of the Contract Documents.

**§ 3.12.6** By submitting and approving Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, ~~and~~ (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents and (4) coordinated with information on Shop Drawings, Product Data, Samples, or similar submittals previously approved by the Architect or submitted by the Contractor for approval but not yet acted upon by the Architect, and verification of compliance with all the requirements of the Contract Documents. The accuracy of all such information is the responsibility of the Contractor. In approving Shop Drawings, Product Data, Samples, and similar submittals, the Architect shall be entitled to rely upon the Contractor's representation that such information is accurate and in compliance with the Contract.

**§ 3.12.7** The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect. If the Contractor procures, performs or installs portions of the Work without required approvals, the Contractor does so at its own risk and such Work may be removed or replaced with approved Work at no cost to the Owner.

**§ 3.12.8** The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. Any submittals forwarded to the Architect for review that includes a deviation from the requirements of the Contract Documents or is not the specific make, model or manufacturer that was listed in the Contract Documents, shall have a completed Substitution Request Form attached to the submittal. This Substitution Request Form shall be provided by the Owner. Unless such deviation is identified by utilizing the Substitution Request Form, the Contractor shall not be relieved of the responsibility for the specific requirements of the Contract Documents even though the subject submittal was approved by the Architect. The Contractor shall not be relieved of responsibility for the Contractor's, Subcontractor's or Vendor's errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

**§ 3.12.9** The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

**§ 3.12.10** The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

**§ 3.12.10.1** If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, professional who shall have and maintain reasonable limits of insurance, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the ~~adequacy and accuracy~~ adequacy, accuracy and completeness of the services, certifications, and approvals performed or provided by such design professionals, ~~provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy.~~ professionals. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

**§ 3.12.10.2** If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

**§ 3.12.11** Services provided by the Architect to evaluate Contractor product substitution requests or to review shop drawings or other project submittals which are required to be submitted more than three (3) times shall be paid for by the Contractor to the Owner.

### **§ 3.13 Use of Site**

~~The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.~~ **§ 3.13.1** The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

**§ 3.13.2** Only materials and equipment that are to be used directly in the Work shall be brought to and stored on the Project site. Protection of construction materials and equipment stored at the Project site from weather, theft, damage and all other adversity is solely the responsibility of the Contractor.

**§ 3.13.3** The Contractor and any entity for whom the Contractor is responsible shall not erect any sign on the Project site without the prior written consent of the Owner.

**§ 3.13.4** The Contractor shall only use specifically assigned areas for parking, storage of materials, and construction operations unless other areas are authorized by the Owner. The Contractor shall comply with any and all local, municipal and state regulations regarding use of and parking on public streets. Access to the site/building will be through Owner approved paths.

### **§ 3.14 Cutting and Patching**

**§ 3.14.1** The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

**§ 3.14.2** The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

### **§ 3.15 Cleaning Up**

**§ 3.15.1** The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. ~~At completion of the Work, the~~ On a regular basis, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project. Immediately prior to the Architect's inspection for Substantial Completion, the Contractor shall completely clean the premises. Concrete and ceramic surfaces shall be cleaned and washed. Resilient coverings shall be cleaned, waxed, and buffed. Woodwork shall be dusted and cleaned. Sash, fixtures and equipment shall be thoroughly cleaned. Stains, spots, dust marks, and smears shall be removed from all surfaces. Hardware and all metal surfaces shall be cleaned and polished. Glass and plastic surfaces shall be thoroughly cleaned by professional window cleaners. All damaged, broken or scratched glass or plastic shall be replaced by the Contractor at the Contractor's expense.

**§ 3.15.2** If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

**§ 3.15.3** All areas of new or existing construction which are damaged during the Project shall be restored to their original condition by the Contractor responsible for said damage or disturbance.

**§ 3.15.4** The Contractor shall be responsible for temporary site and building dust and dirt control through the use of temporary enclosures, partitions, site watering, calcium chloride or other approved means.

### **§ 3.16 Access to Work**

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

### **§ 3.17 Royalties, Patents and Copyrights**

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.



### § 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, its officers, directors, shareholders, trustees, affiliates, insurers, agents, Architect, Architect's consultants, and agents and employees of any of them from and against any and all claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

§ 3.18.3 The Contractor's indemnity obligations under this Section 3.18 shall, but not by way of limitation, specifically include, without limitations, all fines, penalties and punitive damages arising out of, or in connection with, any (1) violation of or failure to comply with any governmental requirements by the Contractor or Architect or any person or entity for whom the Contractor is responsible, (2) method of execution of the Work, or (3) failure to obtain, or violation of, any permit or other approval of a public authority applicable to the Work by the Contractor or any entity for whom the Contractor is responsible.

§ 3.18.4 In the event that the Contractor fails or refuses to indemnify any indemnitee hereunder, in addition to all other obligations and upon adjudication in favor of an indemnitee, Contractor shall be responsible for any and all costs associated with the Owner compelling the Contractor to comply with its obligations.

### § 3.19 Commissioning

§ 3.19.1 The Contractor will provide access to the Work as well as support and coordination to the Owner for the commissioning activities as described in Section 2.6.

§ 3.19.2 Any and all deficiencies identified during the commissioning process will be the responsibility of the Contractor to correct or complete in order to comply with and fulfill the requirements of the Contract Documents. These deficiencies must be corrected or completed as a condition for the issuance of the final Certificate for Payment.

§ 3.19.3 The requirements of the Contractor to support the Owner's commissioning process may include 1) balancing reports of mechanical systems approved by the Architect; 2) provision and coordination of training as required by the Contract Documents; 3) cooperation of Contractor's personnel with the Owner's commissioning personnel; 4) access to specific equipment or portions of the Work; 5) provision of systems and equipment documentation; and 6) provision of Operations and Maintenance Manuals.

## ARTICLE 4 ARCHITECT

### § 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

### § 4.2 Administration of the Contract

§ 4.2.1 The Architect and Owner will provide administration of the Contract as described in the Contract Documents and the Architect and Owner's Representative will be ~~an~~ the Owner's representative during construction until the date

the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

**§ 4.2.2** The Architect and Owner will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, neither the Architect nor Owner will ~~not~~ be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect and Owner will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

**§ 4.2.3** On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. ~~The Architect will not~~ Neither the Architect nor Owner will be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect and Owner will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

#### **§ 4.2.4 Communications**

~~The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Owner's Representative, if retained, about matters arising out of or relating to the Contract. Communications by and with the Architect's consultants shall be through the Architect. Communications between the Architect and Contractor shall be confirmed in writing to the Owner's Representative. Communications between Owner's Representative and Contractor shall be confirmed in writing to the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with Separate Contractors separate contractors shall be through the Owner. The Contract Documents may specify other communication protocols.~~

**§ 4.2.5** Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

**§ 4.2.6** The Architect ~~has and Owner have~~ and Owner authority to reject Work that does not conform to the Contract Documents. Whenever the Architect or Owner considers it necessary or advisable, the Architect and Owner will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect or Owner nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect or Owner to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

**§ 4.2.7** The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept and intent expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time ~~in the Architect's professional judgment~~ to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of

safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.8.1 The Architect will evaluate substitutions proposed by the contractor, whether as part of a cost reduction procedure or as otherwise, which are prepared and submitted in accordance with the requirements of subparagraphs 3.4.2. Such evaluation and any action taken by the Architect with respect thereto shall be performed within 14 calendar days, or as requested in writing, as may, in the Architect's professional judgment be required to permit adequate review. The Owner shall evaluate and approve or take other appropriate action upon contractor proposed substitutions and the architect's recommendations with respect thereto, which evaluation shall include, but not be limited to, a review of the total net change to project cost, taking into account the proposed change to the construction cost, the possible additional services costs of the architect, and the possible change in the contract sum, the contract time, or the requirements of the contract documents as a result of an Owner approved substitution shall be reflected in a Change Order.

§ 4.2.9 The Architect and Owner will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. The Architect may, as the Architect judges desirable, issue additional drawings or instructions indicating in greater detail the construction or design of the various parts of the Work; such drawings or instructions may be affected by field order, or notice to the Contractor, and provided such drawings or instructions are reasonably consistent with the previously existing Contract Documents, the Work shall be executed in accordance with such additional drawings or instructions without additional cost or extension of Contract Time. If the Contractor claims additional cost or time on account of such additional drawings or instructions, it shall give notice provided in Section 15. Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith. The Architect shall not be required to render interpretations the sole or primary purpose of which is the resolution of jurisdictional disputes between Contractor and Subcontractor or between Subcontractor and Subcontractor.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's Owner's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon fourteen (14) calendar days or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue

supplemental Drawings and Specifications in response to the requests for information. The issuance of additional Drawings or Specifications shall not, in itself, serve as a basis for adjustment of cost or time.

## **ARTICLE 5 SUBCONTRACTORS**

### **§ 5.1 Definitions**

**§ 5.1.1** A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

**§ 5.1.2** A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

### **§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work**

**§ 5.2.1** Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after, but no later than        days after the award of the Contract, shall notify the Owner and Architect concurrently of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Owner and Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

**§ 5.2.2** The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

**§ 5.2.3** If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

**§ 5.2.4** The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

**§ 5.2.5** All subcontracts shall be in writing and shall specifically provide that the Owner is an intended third-party beneficiary.

### **§ 5.3 Subcontractual Relations**

~~By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.~~

**§ 5.3.1** By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to



be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

**§ 5.3.2** Any entity other than the Contractor (i.e. subcontractors, vendors, suppliers, etc.) shall not have the right to require mediation, arbitration, or litigation of any dispute in those cases in which the Owner is a party or in which the outcome could affect the Contract Sum or the Contract Time, except at the sole discretion of the Owner.

**§ 5.3.3** All subcontracts shall be in writing and shall specifically provide that the Owner is an intended third-party beneficiary.

#### **§ 5.4 Contingent Assignment of Subcontracts**

**§ 5.4.1** Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner ~~for cause pursuant to Section 14.2~~ and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and ~~Contractor~~; Contractor in writing; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

**§ 5.4.2** ~~Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension. Each subcontract shall specifically provide that the Owner shall only be responsible to the subcontractor for those obligations of the Contractor that accrue subsequent to the Owner's exercise of any rights under this conditional assignment.~~

**§ 5.4.3** Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. ~~If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.~~

#### **ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS**

##### **§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts**

**§ 6.1.1** The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

**§ 6.1.2** When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

**§ 6.1.3** ~~The~~ Unless otherwise required in the Contract Documents, the Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall

cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

**§ 6.1.4** Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and ~~12~~. 12, unless mutually agreed otherwise by Owner and Contractor.

**§ 6.1.5** The Owner reserves the right of access to any part of the Project at all times to inspect the same or to install other Work either with its own forces or with separate contractors hired by the Owner. Such access is not to be construed to mean partial occupancy by the Owner and no claim for increase in the Contract Time or Sum will be considered unless such Owner's contractors have delayed or damaged the Contractor's Work. The Contractor shall permit the Owner to place and install as much furniture, equipment and other material during the progress of the Work as is possible before completion of the various parts of the Work and agrees that such placing and the installation of equipment shall not in any way evidence the completion or acceptance of the Work or any portion of it.

## **§ 6.2 Mutual Responsibility**

**§ 6.2.1** The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

**§ 6.2.2** If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

**§ 6.2.3** The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

**§ 6.2.4** The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

**§ 6.2.5** The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

**§ 6.2.5.1** If a separate contractor sues or initiates a mediation, arbitration or litigation proceeding against the Owner on account of any damage alleged to have been caused by the Contractor, the Owner shall notify the Contractor who shall defend such proceedings at the Contractor's expense, and if any judgment or award against the Owner arises therefrom, the Contractor shall pay or satisfy it and shall reimburse the Owner for all attorney's fees and court or arbitration costs which the Owner has incurred.

**§ 6.2.6** The Contractor shall consult with its subcontractors and other contractors as soon as possible after execution of the Contract to coordinate all work phases in order that the Project as a whole can be completed in a professional and expeditious manner.

**§ 6.2.7** If a separate contractor sues or initiates a dispute resolution proceeding against the Owner on account of any damage or delay alleged to have been caused by the Contractor, the Owner shall notify the Contractor who shall indemnify, defend and hold the Owner harmless from any damages, costs or expenses.

### § 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

## ARTICLE 7 CHANGES IN THE WORK

### § 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents. The decision as to whether the Change Order work is executed via a Change Order, Construction Change Directive, or a minor change in the Work is the decision of the Owner.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement-signature by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone. Architect and/or Contractor. Except as permitted in Sections 7.3 and 9.7.2, a change in the Contract Sum or the Contract Time shall be accomplished only by Change Order or by Construction Change Directive. Accordingly, no course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the Work, and no claim that the Owner has been unjustly enriched by any alteration or addition to the Work, whether or not there is, in fact, any unjust enrichment, shall be the basis of any claim to an increase in any amounts due under the Contract Documents or a change in any time period provided for in the Contract Documents.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.1.4 The Contractor's itemized accounts for all expenditures or savings for additions to, or deductions from, the Work in the Contract Documents shall at all times be open to inspection by the Owner and Architect.

§ 7.1.5 Proposed changes in the Work requested during the construction period shall be priced by the Contractor and submitted to the Architect and Owner for review, in such form as the Architect and Owner may require, within ten (10) calendar days following the Contractor's receipt of the request. The Contractor shall promptly revise and resubmit such proposal if the Architect and Owner determine that it is not in compliance with the requirements of this Article, or that it contains errors of fact or mathematical errors. If required by the Architect or Owner, in order to establish the exact cost of new Work added or previously required Work omitted, the Contractor shall obtain and furnish to the Architect and Owner bona fide proposals from recognized suppliers for furnishing and material included in such Work. Such proposals shall be furnished at the Contractor's expense.

§ 7.1.6 The Contractor's proposal for a change in the Work, (Change Order Request), shall be itemized completely and shall include: Specific number of calendar days for additional time (if applicable); all material costs and quantities accompanied by the original manufacturer invoices; labor wages; unit prices; subcontractor costs; mark ups; equipment costs, profit, overhead, general conditions, fees, bond costs and approved daily time sheet tickets for work performed under the utilization of labor rates. The Architect's and Owner's refusal to approve a Change Order or Change Order Request due to the Contractor's lack of itemized backup information shall not be used to substantiate a claim for additional time.

§ 7.1.7 The methods used in determining the adjustment to the Contract Sum due to the change in the Work may include those listed in Section 7.3.3 and are at the discretion of the Owner.

§ 7.1.8 If the method utilized to execute the Change in the Work is based on the labor rates, unit prices and material costs, then actual daily time sheets/tickets, approved by the Superintendent and the Owner, must accompany the Change Order, Construction Change Directive, or minor change in the Work. Not including these actual daily time sheets/tickets, approved by the Superintendent and the Owner, with the Change Order, Construction Change Directive, or minor change in the Work may be cause for their rejection.

## § 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 7.2.2 Agreement on any Change Order shall constitute a final settlement on all matters relating to the change in the Work that is the subject of the Change Order, including, but not limited to, all direct and indirect costs associated with such change and any and all adjustments to the Contract Sum and the construction schedule.

§ 7.2.3 Methods used in determining adjustments to the Contract Sum may include those listed in Section 7.3.3 and are at the discretion of the Owner.

§ 7.2.4 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change which results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both addition and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

## § 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly. The Owner may also by Construction Change Directive order work to be performed that has been interpreted by the Owner or Architect to be part of the Work but is disputed by the Contractor through submission of a Claim.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order. Order or work interpreted by the Owner or Architect to be part of the Contract.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices and rates stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect and Owner shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, ~~or if no such amount is set forth in the Agreement, a reasonable amount as determined per Sections 3.5, 3.6 and 3.7 of the AIA A701-1997, modified, Instructions to Bidders and the Bid Form.~~ In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect and Owner may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;



- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Owner and Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect and Owner will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect and Owner determines, in the Architect's and Owner's professional judgment, to be reasonably justified. The Architect's and Owner's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree Contractor agrees with a determination made by the Owner and Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

#### § 7.4 Minor Changes in the Work

The Architect, with approval from the Owner, may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and Owner and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect and Owner that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

### ARTICLE 8 TIME

#### § 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

## § 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.2.4 If in any Application for Payment the total value of the completed Work in place, as certified by the Architect, is less than 95% of the total value of the Work in place estimated in the Progress Schedule, the Owner may, at the Owner's option, require the Contractor to accelerate the progress of the Work without cost to the Owner by increasing the work force or hours of work, or by other reasonable means approved by the Owner and Architect.

§ 8.2.5 If each of three successive Applications for Payments, as certified by the Architect, indicates that the actual Work completed is less than 95% of the values estimated in the Progress Schedule to be completed by the respective dates, the Owner may, at the Owner's option, treat the Contractor's delinquency as a default justifying the action permitted.

## § 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) ~~by changes ordered in the Work;~~ (3) ~~by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, (2);~~ (3) by fire, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect and Owner determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect and Owner may determine.

§ 8.3.2 Claims relating to time shall be invalid unless made in strict accordance with applicable provisions of Article 15.

§ 8.3.3 ~~This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents. Notwithstanding anything to the contrary in the Contract Documents, the Contractor's remedy for any (1) delay in the commencement, prosecution or completion of the Work, (2) hindrance or obstruction in the performance of the Work, (3) loss of productivity, or (4) other similar claims (collectively referred to as "Delays") whether or not such Delays are foreseeable, shall be an extension of time in which to complete the Work if permitted under Section 8.3.1. In the event of a concurrent delay by the Owner, the parties agree to share in proportion to their fault, the direct cost and time associated with said delay. In no event shall the Contractor be entitled to any other remedy or compensation or recovery or any damages, in connection with any Delay, including, without limitation, consequential damages, lost opportunity costs, impact damages or other similar remuneration.~~

§ 8.3.4 The Contractor hereby agrees that the Contractor shall have no claim for damages of any kind against the Owner or the Architect on account of any delay in the commencement of the Work and/or delay or suspension of any portion of the Work, whether such delay is caused by the Owner, the Architect, or otherwise, other than as set forth in this Section. In the event of a delay, the Contractor may submit a claim pursuant to Section 4.3 to recover from the Owner the Contractor's general conditions costs, equipment storage costs, increased direct costs of performance, demobilization and remobilization costs and other direct and unavoidable costs incurred during the period of such delay, but only to the extent delay is not caused by the Contractor. Contractor shall not be entitled to recover any consequential damages including, by way of example, interest on working capital, unabsorbed home office overhead or lost opportunity costs.

## ARTICLE 9 PAYMENTS AND COMPLETION

### § 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

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§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

## § 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect and Owner before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the ~~Architect~~ Architect and Owner. This schedule, unless objected to by the ~~Architect~~ Architect or Owner, shall be used as a basis for reviewing the Contractor's Applications for Payment. The description of the Work shall be sufficiently broken down to indicate labor and material costs associated with each area of Work. Any breakdown that fails to include sufficient detail, is unbalanced, or exhibits "front-loading" of the value of the Work, will be rejected. The Schedule of Values shall be revised if later determined by the Owner or Architect to be inaccurate. Any changes to the schedule of values shall be submitted to the Architect and Owner and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the ~~Architect~~ Architect or Owner, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

## § 9.3 Applications for Payment

§ 9.3.1 ~~At least ten days before the date established for each progress payment,~~ In order to expedite monthly payments during the course of the Project, the Contractor shall prepare for the Architect's and Owner's review a preliminary draft of the Application for Payment (pencil copy), at least approximately ten (10) days before the end of each month. The payment period shall conclude on the last of that month. Then, five (5) days before the end of each month the Contractor shall have made mutually agreed modifications of the pencil copy and the Contractor shall submit to the Architect and Owner for approval an itemized Proposed Final Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and required. The Contractor shall utilize and submit AIA G702 and G703 and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 ~~As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders. Payments for changes in the Work which have not been formally approved in a Change Order, shall not be included.~~

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.1.3 The Application for Payment will reflect the amount due to the Contractor for the cost of the Work less retainage as determined in the Owner-Contractor Agreement.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.2.1 In addition, for consideration of payment for stored products:

- (a) Storage shall be agreed upon in advance prior to shipment;
- (b) Location of storage shall be agreed upon in advance;
- (c) Contractor shall be responsible for, and pay costs of, the verification and inspection of storage;

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- (d) Insurance certificate required for stored items; and
- (e) Bill of sale from supplier to verify transfer of goods to the Owner

§ 9.3.2.2 Schedule of Values and Construction Schedule will be considered in decision on any specific request for payment for storage.

§ 9.3.2.3 Payment for material and equipment delivered and stored shall not relieve Contractor of responsibility for furnishing equipment and material required for the Work in the same manner as if such payment were not made.

**§ 9.3.3** The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

§ 9.3.4 To the extent payment has been made by the Owner for amount due, Contractor hereby expressly waives, releases and relinquishes any and all right to maintain, or have filed or maintained, any mechanic's lien or claim against the aforesaid premises, or any part thereof, or any building or buildings thereon, for or on account of any work, labor and materials performed or furnished under this Agreement, and agrees that no such lien or claim shall be so filed or maintained by or on behalf of Contractor; and Contractor further agrees to save the Owner harmless from the lien or claim of liens against the aforesaid premises or any part thereof, or any buildings thereon, of any subcontractor, or any persons acting through or under the Contractor and agrees, that if at any time there shall be any evidence of the filing or maintenance of any such lien or claim for liens, the Owner shall have the right to deduct from the amount otherwise due to the Contractor hereunder, an amount sufficient to indemnify it for any or all loss or damages which may result from such lien or claim; and the Contractor further agrees that this waiver shall be an independent covenant, and shall operate and be effective, not only with respect to materials furnished or labor performed under and any Agreement supplemental to this principal Agreement and under any Agreement for extra labor or materials for the above described premises and buildings.

§ 9.3.4.1 Each Application for Payment or periodic estimate requesting payment shall be accompanied by a waiver of lien on account of prior payments from each Subcontractor. This waiver of lien shall include the dollar amount that the Subcontractor has been paid to date.

§ 9.3.4.2 Each Application for Payment or periodic estimate requesting payment shall be accompanied by a statement from each Contractor and Subcontractor certifying that there are no delay claims for the period being paid.

§ 9.3.5 To the extent payment has been made by the Owner for amounts due, Owner shall be entitled to withhold payment to Contractor upon receipt of notice of any intent to file a lien in an amount sufficient to protect the interests of the Owner. Owner shall allow Contractor a reasonable opportunity to bond off a lien. Owner shall have the right, on its own and without the Contractor's consent, to resolve any lien claims and deduct the costs thereof from any amounts due Contractor. In the event sufficient funds are not due Contractor, Contractor shall immediately pay to Owner any sums paid by Owner to resolve lien claim(s) upon demand.

#### **§ 9.4 Certificates for Payment**

**§ 9.4.1** The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect and Owner determines is properly due, and notify the Contractor ~~and Owner~~ of the Architect's and Owner's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor ~~and Owner~~ of the Architect's and Owner's reason for withholding certification in whole as provided in Section 9.5.1.

**§ 9.4.2** The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and ~~belief~~, professional judgment, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to



payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

## **§ 9.5 Decisions to Withhold Certification**

**§ 9.5.1** The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.
- .8 failure to maintain specified record documents relating to the Work;
- .9 failure to provide lien waivers as required herein; or
- .10 failure to provide response to on-going construction commissioning reports.

~~**§ 9.5.2** When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.~~

**§ 9.5.3** When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

**§ 9.5.4** If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment. In no event shall joint payment create any obligations or contracts between Owner and a Subcontractor or supplier or create any rights in such Subcontractor or supplier against the Owner.

## **§ 9.6 Progress Payments**

**§ 9.6.1** After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

**§ 9.6.2** The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable-attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

### § 9.7 Failure of Payment

~~If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in § 9.7.1~~ If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon fourteen additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.7.2 Notwithstanding anything to the contrary, in no event shall the Contractor stop the Work in connection with any withholding or payment for an item or failure to make payment relating to an item made in connection with a good faith dispute.

### § 9.7.3.Liens

(1) If any subcontractor, vendor, or any other party for whom the Contractor is responsible files any lien against the Project and/or the Project site, the Contractor shall discharge such lien within fifteen (15) calendar days of the Contractor's learning of such lien, unless the Owner requests that the Contractor obtain a lien discharge bond in which case the Contractor shall obtain within the same fifteen (15) calendar day period, at no cost to the Owner, a lien discharge bond for which both the surety and the form of bond are acceptable to the Owner, (2) If the Contractor fails to discharge such lien (or, if requested by the Owner, fails to obtain a lien discharge bond acceptable to the Owner)

within such fifteen (15) calendar day period, the Owner shall have the right to withhold from the next progress payment or any other sum payable to the Contractor an amount equal to one hundred and fifty percent (150%) of the total of (i) the amount of such lien plus (ii) reasonable costs and expenses the Owner may incur related to such lien. The Owner may either: (i) apply amounts so withheld to discharging such lien and paying the costs and expenses for such discharge; or (ii) retain such amounts (including amounts for costs and expenses) until such liens are discharged by the Contractor, thereafter crediting to the Contractor any amounts remaining after payment of the costs and expenses the Owner incurs related to such lien. (3) The Contractor shall defend, indemnify, and hold harmless the Owner from all costs and expenses incurred by the Owner in connection with such liens, unless and to the extent that such liens are the result of the Owner's failure to make timely payment of amounts due to the Contractor in accordance with the requirements of the Contract Documents.

## **§ 9.8 Substantial Completion**

**§ 9.8.1** Substantial Completion is the stage in the progress of the Work when (1) the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that Documents; (2) the Owner can occupy or utilize the Work for its intended use; (3) the issuance of a formal Certificate of Occupancy by the authority having jurisdiction; (4) the premises have been cleaned as per Section 3.15; and (5) only minor items remain to be corrected or completed that have no significant interference with the Owner's use of the Work.

**§ 9.8.2** When the Contractor considers that the Work, or a portion thereof designated in the Contract Documents for separate completion which the Owner agrees to accept separately, is substantially complete, as defined in Section 9.8.1 above, the Contractor shall notify the Architect and Owner in writing and shall prepare and submit to the Architect (1) a comprehensive list of items to be completed or corrected prior to final payment-payment and (2) all Certificates of Occupancy and applicable permits required by the Contract Documents, endorsed by the Contractor and in a form reasonably acceptable to the Architect and Owner. Promptly after receiving such notice, the Architect will conduct a preliminary review to determine whether or not the Documents are generally complete and correct. If the Architect finds on the basis of this review that the Contractor's notice and supporting documents are not generally complete or correct, the Architect will return them to the Contractor for revision and resubmittal, describing in general the additions or corrections required. If the Architect finds on one preliminary review of the Contractor's resubmittal that the resubmitted notice and supporting documents are still not generally complete and correct, the Contractor shall again correct and resubmit them, and shall, in addition, reimburse the Owner for the cost of any change in the Architect's services resulting from such a second and any subsequent preliminary reviews. When the Architect finds on the basis of a preliminary review that the Contractor's notice and supporting documents are substantially complete, the Architect will proceed as stated in Section 9.8.3 below. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

**§ 9.8.3** Upon receipt of the Contractor's list, the Architect and Owner will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's or Owner's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the ~~Architect~~ Architect or Owner. In such case, the Contractor shall then submit a request for another inspection by the Architect or Owner to determine Substantial Completion.

**§ 9.8.4** When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. This list will be comprised of all items identified by the Contractor, Architect and Owner. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

**§ 9.8.5** The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion ~~thereof~~ thereof in accordance with Section 9.8.6. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

**§ 9.8.6** The retainage, as determined by the Owner Contractor Agreement, will continue to be withheld in full, and the Owner will release such retainage within thirty (30) days after the date of the issuance of a Certificate of Substantial Completion by the Architect. The Owner will continue to hold retainage in an amount of one hundred fifty percent (150%) of the estimated cost of incomplete or unsatisfactory work. Further, the Owner will consider a reduction of retainage on a trade-by-trade (subcontractor-by-subcontractor) basis based upon their satisfactory progress and/or substantial completion of their Work prior to project Substantial Completion.

## **§ 9.9 Partial Occupancy or Use**

**§ 9.9.1** The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect. Contractor.

**§ 9.9.2** Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

**§ 9.9.3** Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

## **§ 9.10 Final Completion and Final Payment**

**§ 9.10.1** Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, professional judgment, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled. All warranties and guarantees required under or pursuant to the Contract Documents shall be assembled and delivered by the Contractor to the Owner prior to submission of the final Application for Payment. The final payment will not be made by the Owner until all close-out documents including as-built documents, operation and maintenance manuals, training and any other requirements identified in the Contract Documents have been received and accepted by the Owner and provided in the media and format requested by the Owner.

**§ 9.10.2** Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect and Owner (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.



§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect and Owner so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.3.1 If after ninety (90) calendar days after Substantial Completion of the Work, or as otherwise stated in the Owner-Contractor Agreement, Final Completion thereof is not achieved due to actions or inaction of the Contractor, the Contractor shall reimburse the Owner for any and all costs incurred by the Owner for professional fees, including those of the Architect and Owner's Representative.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

## ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

### § 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. The Owner assumes no responsibility or liability for the safety of the Project site. Contractor shall be solely responsible for providing a safe place for the performance of the Work.

### § 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by

any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. ~~The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.~~

**§ 10.2.6** The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

**§ 10.2.7** The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

**§ 10.2.8 Injury or Damage to Person or Property**

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

**§ 10.2.9** The Contractor shall, within five (5) business days, report in writing to the Owner and Architect all accidents out of or in connection with the Work that caused death, personal injury or property damage, giving names of those involved and any witnesses.

**§ 10.2.10** The Contractor shall be responsible for the adequate strength and safety of all scaffolding, staging and hoisting equipment and for temporary shoring, bracing and tying.

**§ 10.2.11** The Contractor shall, at all times, be responsible for maintaining fire safety on the site, including prompt removal of all combustible rubbish, provision of fire extinguishing apparatus, and other measures, and/or services specified herein or required by the State Fire Marshal or other authority having jurisdiction. If such authority determines that the Contractor has failed to provide or maintain adequate fire safety, the Contractor shall, at its own expense, provide any compensatory services, equipment or devices required by the authority having jurisdiction, including but not limited to maintaining a continuous fire watch.

**§ 10.2.12** Cutting and welding to be performed in or immediately adjacent to existing spaces and shall not be performed without written approval of the Owner for each instance.

**§ 10.2.13** The Contractor shall comply with the requirements of the Occupational Safety and Health Act and the Construction Safety Act of 1969, including all standards and regulations which have been promulgated by the governmental authorities which administer such Acts and said requirements, standards and regulations are incorporated herein by reference. The Contractor shall be directly responsible for compliance therewith on the part of its agents, employees, subcontractors, and material suppliers and shall directly receive and be responsible for all citations, assessments, fines or penalties which may be incurred by reason of its agents, employees, material suppliers or subcontractors, to so comply.

**§ 10.2.14** The Contractor shall, at all times, protect excavations, trenches, buildings, and materials from rain water, ground water, ice, snow, back-up or leakage of sewers, drains, or other piping, and from water of any other origin and shall remove promptly any accumulation of water. The Contractor shall provide and operate all pumps, piping and other equipment necessary to this end.

**§ 10.2.15** The Contractor shall remove snow or ice within the limits of the Work indicated in the Contract Documents which might result in damage or delay.

**§ 10.2.16** During the progress of the Work and at all times prior to the Date of Substantial Completion or occupancy of the Work by the Owner, whichever is earlier, the Contractor shall provide temporary heat, ventilation, and enclosure adequate to permit the Work to proceed in a timely fashion, and to prevent damage to completed Work or work in progress, or to materials stored on the premises. The permanent heating and ventilation systems may be used for these

purposes when available unless otherwise provided in the Contract Documents. The use of the permanent heating system for temporary heat shall be subject to the prior written approval of the Owner and Architect.

**§ 10.2.17** The Contractor shall be responsible for protecting the Work, materials and equipment at all times from commencement of Work until completion of its Work. It may, if it wishes, employ watchmen to assure such protection.

**§ 10.2.18** In case of an emergency involving danger to life or property, the Contractor may act at its discretion to prevent injury or damage to the threatened life or property.

**§ 10.2.19** The Contractor shall maintain its hand tools, machinery, personnel protective equipment, etc. in safe operating condition and shall require its subcontractors and individual mechanics to maintain their equipment in the same condition.

### **§ 10.3 Hazardous Materials and Substances**

**§ 10.3.1** The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the ~~condition~~ condition in writing.

**§ 10.3.2** Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. ~~Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection.~~ When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time ~~shall~~ may be extended appropriately and the Contract Sum ~~shall~~ may be increased by the amount of the Contractor's reasonable additional ~~costs of shutdown, delay, and start-up costs, if any, of shutdown, delay, and start-up.~~

**§ 10.3.2.1** If Hazardous Material is determined to be present on the site, the Contractor will cooperate with the Owner and the Owner's consultants and contractors to coordinate the Work in conjunction with the abatement, handling, disposal, or other procedures related to the presence of the Hazardous Material to maintain a safe working environment and to progress with the execution of the Work to avoid delay.

**§ 10.3.3** To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to reasonable attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

**§ 10.3.4** The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall reimburse the ~~Owner-Owner~~, defend and hold harmless for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

#### § 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

### ARTICLE 11 INSURANCE AND BONDS

#### § 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. ~~Documents~~ or as required by the Owner. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Owner's Representative, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents. Such coverage shall be maintained for no less than four (4) years following final payment. The Owner shall be named additional insureds. Contractor shall provide a Blanket Additional Insured Endorsement. Contractor shall provide Owner with evidence of workers' compensation coverage. The Contractor shall not commence the Work under the Contract nor permit any subcontractor to commence work on a subcontract until all the insurance required is obtained. The Contractor may carry, at its own expense, such additional coverage as it may deem necessary. The Contractor shall not be deemed to be relieved of any responsibility by the fact it carries insurance. Should the Contractor at any time neglect or refuse to provide the insurance required herein or should such insurance be cancelled, or should the full annual aggregate or any policy not be available to satisfy the requirements of the Contract, the Owner shall have the right to procure such insurance and the cost thereof shall be deducted from monies then due or thereafter to become due the Contractor.

§ 11.1.1.1 The Contractor shall purchase the following types of insurance, and maintain all insurance coverage for the life of the contract and said insurance shall be in effect for 1 year following Substantial Completion, from an insurance company or companies with an A.M. Best rating of A- (VII) or better. Such insurance shall protect and indemnify the Owner from all claims which may arise out of or result from the Contractor's obligations under this Agreement, whether caused by the Contractor or by a subcontractor or any person or entity directly or indirectly employed by said Contractor or by anyone for whose acts said Contractor may be liable:

##### A. Worker's Compensation

Contractor shall provide worker's compensation and employer's liability insurance that complies with the regulations of the State of Connecticut with limits no less than \$1,000,000 each accident by bodily injury; \$1,000,000 each accident by disease; and a policy limit of \$1,000,000. Such policy shall contain a waiver of subrogation endorsement in favor of the Owner.

##### B. Commercial General Liability Insurance

Contractor shall provide a commercial general liability insurance policy that includes products, operations and completed operations. Limits should be at least: Bodily injury & property damage with an occurrence limit of \$1,000,000; Personal & advertising injury limit of \$1,000,000 per occurrence; General aggregate limit of \$2,000,000 (other than products and completed operations); Products and completed operations aggregate limit of \$2,000,000. The policy shall name the Owner as an additional insured.

- Such coverage will be provided on an occurrence basis and will be primary and shall not contribute in any way to any insurance or self-insured retention carried by the Owner.
- Such policy shall contain a waiver of subrogation endorsement in favor of the Owner.



- Such coverage shall contain a broad form contractual liability endorsement or similar wording within the policy form.
- Such Policy shall name the Owner as an Additional Insured with respect to claims arising out of the Contractor's negligence or for the negligence of those for whom the Contractor is responsible, by endorsement, ISO Forms CG2010 (07-04) and CG 2037 (07-04).
- Such Policy shall be maintained for at least one year after Substantial Completion.

#### C. Commercial Automobile Insurance

Contractor shall provide commercial automobile insurance for any owned autos (symbol 1 or equivalent) in the amount of \$1,000,000 each accident covering bodily injury and property damage on a combined single limit basis. Such coverage shall also include hired and non-owned automobile coverage.

#### D. Umbrella Liability Insurance

Contractor shall provide an umbrella liability policy in excess (without restriction or limitation) of those limits described in items (A) through (C). Such policy shall contain limits of liability in the amount of \$5,000,000 each occurrence and \$5,000,000 in the aggregate which may be amended during the term of the contract if deemed reasonable and customary by the Owner at the sole cost and expense of the Contractor.

#### E. Errors/Omission: Professional Liability

Contractor shall provide, if required by the Owner, errors & omissions coverage covering the contractor's professional liability with a limit of \$1,000,000 per claim and \$1,000,000 in the aggregate, and maintain such policy for one year after Substantial Completion.

#### F. Pollution Liability

Contractor shall provide, if required by the Owner, pollution liability coverage covering the contractor's pollution liability exposure, with a limit of \$1,000,000 per claim and \$1,000,000 in the aggregate, and maintain such policy for the duration of the project. Owner shall be included as an additional insured.

**§ 11.1.1.1.1** The limits specified in the Contract Documents are minimum requirements and shall not be construed in any way as limits of liability or as constituting acceptance by Owner of responsibility for losses in excess of such limits. The Contractor shall be responsible for all deductibles applicable to any insurance. No acceptance and/or approval of any insurance by Owner shall be construed as relieving or excusing Contractor from any liability or obligation imposed by the provisions of the Contract Documents.

The contractor shall provide a Blanket Additional Insured Endorsement and shall provide Owner with evidence of worker's compensation and all other required coverage.

**§ 11.1.2** The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located. The surety, form and substance of the bond shall be satisfactory to the Owner. Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570, as amended) and be authorized to transact business in the state in which the Project is located.

**§ 11.1.3** Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

**§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance.** Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide written notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

## § 11.2 Owner's Insurance

§ 11.2.1 The Owner shall ~~shall~~ may purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 **Failure to Purchase Required Property Insurance.** If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 **Notice of Cancellation or Expiration of Owner's Required Property Insurance.** Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

## § 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

## § 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to

fire or other hazards however ~~caused~~ caused to the extent of actual recovery of any insurance proceeds obtained pursuant to this Section.

### **§11.5 Adjustment and Settlement of Insured Loss**

**§ 11.5.1** A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

**§ 11.5.2** Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

## **ARTICLE 12 UNCOVERING AND CORRECTION OF WORK**

### **§ 12.1 Uncovering of Work**

**§ 12.1.1** If a portion of the Work is covered contrary to the Architect's or Owner's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the ~~Architect~~, Architect or Owner, be uncovered for the Architect's or Owner's examination and be replaced at the Contractor's expense without change in the Contract Time.

**§ 12.1.2** If a portion of the Work has been covered that the Architect or Owner has not specifically requested to examine prior to its being covered, the Architect or Owner may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

### **§ 12.2 Correction of Work**

#### **§ 12.2.1 Before Substantial Completion**

The Contractor shall promptly correct Work rejected by the Architect or Owner or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, and any cost, loss or damage to the Owner resulting therefrom, shall be at the Contractor's expense.

#### **§ 12.2.2 After Substantial Completion**

**§ 12.2.2.1** In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. ~~During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty.~~ If the Contractor fails to correct nonconforming Work within a reasonable time during that thirty (30) day period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 ~~The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2. Upon completion of any Work under or pursuant to this Section 12.2, the one year correction period in connection with the Work requiring correction shall be renewed and recommence.~~

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

### § 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and ~~equitable~~, equitable, even if such Work was installed as submitted and approved in shop drawings. Such adjustment shall be effected whether or not final payment has been made.

## ARTICLE 13 MISCELLANEOUS PROVISIONS

### § 13.1 Governing Law

~~The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4. located.~~

### § 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

### § 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.



## § 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to and engaged by the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Owner will hire and pay for services as outlined in Section 2.2.6, from which reports will be forwarded to the Contractor. The Contractor shall give the Architect and Owner timely notice of when and where tests and inspections are to be made so that the Architect ~~may be present for~~ and Owner may observe such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect and Owner of when and where tests and inspections are to be made so that the Architect and Owner may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense, including testing and costs related to remedial work.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.4.7 The Owner shall have the right to conduct testing and inspections related to, but not limited to, commissioning as outlined in Section 2.6 and 3.19.

## § 13.5 Interest

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

## § 13.6 Written Notice

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

## ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

### § 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;

- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and direct costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

## § 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, ~~and upon certification by the Architect that sufficient cause exists to justify such action,~~ the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be ~~certified by the Initial Decision Maker, upon application, reviewed by the Architect,~~ and this obligation for payment shall survive termination of the Contract.

## § 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine. In said event, the Owner shall equitably adjust the Contract Sum and Contract Time, if warranted.

§ 14.3.2 The Contract Sum and Contract Time ~~shall~~may be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

#### § 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 ~~In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement. Upon such termination, the Contractor shall recover as its sole remedy payment for Work properly performed in connection with the terminated portion of the Work prior to the effective date of termination and for items properly and timely fabricated off the project site, delivered and stored in accordance with the Owner's instructions. The Contractor hereby waives and forfeits all other claims for payment and damages, including, without limitation, overhead anticipated and/or unearned profits, consequential or indirect damages.~~

### ARTICLE 15 CLAIMS AND DISPUTES

#### § 15.1 Claims

##### § 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

##### § 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

##### § 15.1.3 Notice of Claims

§ 15.1.3.1 ~~Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker. Contractor must be initiated by written notice to the other party with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall Architect. Claims by the Contractor must be initiated within 21 days after occurrence of the event giving rise to such Claim or Claim. Claims by the Owner must be initiated within 21 days after the claimant Owner first recognizes the condition giving rise to the Claim, whichever is later the Claim. After a Change Order Request or a formal Change Order has been executed, no additional Claim based on the same scope of work will be considered.~~

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

#### § 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. The Owner shall have no obligation to make payments to the Contractor on or against such claims, disputes, or other matters in question during the pendency of any mediation, arbitration, or other proceedings to resolve such matters. Owner shall continue to make payments of undisputed amounts.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.4.3 If the Contractor submits a claim that is interpreted by the Architect or Owner as being part of the Work and the Contractor disputes this interpretation, a Construction Directive will be issued per Article 7. The Contractor shall immediately proceed with the execution of the disputed Work.

#### § 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

#### § 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall ~~include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.~~ be as per Article 8.3.

§ 15.1.6.2 ~~If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.~~ as per Article 8.3.

#### § 15.1.7 Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

#### § 15.2 Initial Decision ~~Interpretation~~

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. ~~The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision Architect for initial interpretation. An initial interpretation shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker Architect and all affected parties agree, the Initial~~



~~Decision Maker Architect~~ will not decide disputes between the Contractor and persons or entities other than the Owner.

**§ 15.2.2** The ~~Initial Decision Maker Architect~~ will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) ~~approve-recommend approval of~~ the Claim, (4) suggest a compromise, or (5) advise the parties that the ~~Initial Decision Maker Architect~~ is unable to ~~resolve~~ interpret the Claim if the ~~Initial Decision Maker Architect~~ lacks sufficient information to evaluate the merits of the Claim or if the ~~Initial Decision Maker Architect~~ concludes that, in the ~~Initial Decision Maker's Architect's~~ sole discretion, it would be inappropriate for the ~~Initial Decision Maker to resolve Architect to interpret~~ the Claim.

**§ 15.2.3** In evaluating Claims, the ~~Initial Decision Maker Architect~~ may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the ~~Initial Decision Maker in rendering a decision. The Initial Decision Maker Architect in rendering an initial interpretation. The Architect~~ may request the Owner to authorize retention of such persons at the Owner's expense.

**§ 15.2.4** If the ~~Initial Decision Maker Architect~~ requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the ~~Initial Decision Maker Architect~~ when the response or supporting data will be furnished, or (3) advise the ~~Initial Decision Maker Architect~~ that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the ~~Initial Decision Maker Architect~~ will either reject or ~~approve-recommend approval of~~ the Claim in whole or in part.

**§ 15.2.5** The ~~Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision Architect will render an initial interpretation or indicate that the Architect is unable to interpret the Claim. This initial interpretation shall~~ (1) be in writing; (2) state the reasons therefor; and (3) notify the parties ~~and the Architect, if the Architect is not serving as the Initial Decision Maker,~~ of any change in the Contract Sum or Contract Time or both. The ~~initial decision shall be final and binding on interpretation shall be considered by the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.~~

**§ 15.2.6** Either party may file for mediation of an ~~initial decision interpretation~~ at any time, subject to the terms of Section 15.2.6.1.

**§ 15.2.6.1** ~~Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.~~

**§ 15.2.7** In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

**§ 15.2.8** If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

### **§ 15.3 Mediation**

**§ 15.3.1** Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

**§ 15.3.2** The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending

mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

**§ 15.3.3** Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

**§ 15.3.4** The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

## **§ 15.4 Arbitration**

**§ 15.4.1** ~~If the parties have selected arbitration as mutually agree that arbitration is~~ the method for binding dispute resolution in the Agreement, resolution, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

**§ 15.4.1.1** A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

**§ 15.4.2** The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

**§ 15.4.3** The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

## **§ 15.4.4 Consolidation or Joinder**

**§ 15.4.4.1** Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

**§ 15.4.4.2** ~~Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.~~ Any unresolved claims between Owner and Contractor, Owner and Architect, Contractor and Architect, Contractor and its Surety, or Contractor and its Subcontractors or Suppliers may be submitted for arbitration as provided in this Section 15 and any or all of the parties named above shall, at the Owner's request, be joined or consolidated therein.

**§ 15.4.4.3** The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.

GENERAL CONDITIONS

The Work of this Contract shall be subject to the American Institute of Architects Document A201, "General Conditions of the Contract for Construction", herein referred to as the General Conditions.

SUPPLEMENTARY CONDITIONS

The supplementary Conditions contain changes and additions to the General Conditions. Where any part of the General Conditions is modified or voided by the Supplementary Conditions, the remaining unaltered provisions shall remain in effect.

**ARTICLE 1 Make the following changes:**

- 1.1.3.1 **Add the following:** Asbestos material encountered in the existing structure of the Project, and its treatment or removal is a part of the Work. The disposition of such material will be the responsibility of the Contractor.

**1.1.10 Add the following:**

- .4 The word "furnish" shall mean to secure, pay for, deliver to site, unload, and uncrate materials and equipment.
- .5 The word "install" shall mean to place in position, incorporate in the work, adjust, clean, make fit and ready for use and perform all services except those included under the term "furnish".
- .6 The phrase "furnish and install" shall be equivalent to the word "provide". Each shall be interpreted to mean "the Contractor shall furnish all labor, material and equipment and install....".
- .7 "As required" shall mean as required to produce a fully completed project or result to the satisfaction of the Architect.

**Add the following:**

- 1.2.8 All work shown or referred to in the Contract Documents shall be included in the Contract excepting those items which are specifically noted as being "provided under another contract" or "provided by the Owner", or "not in contract (NIC)".
- 1.9.1 Parties to the Contract shall not take advantage of obvious error or apparent discrepancy in Contract Documents. Notice of discovered error or discrepancy shall immediately be given in writing to the Architect to make such corrections and interpretations as he may deem necessary for completion of the work in a satisfactory and acceptable manner.

**ARTICLE 3 Make the following changes:**

**Add the following:**

- 3.4.5 Should the Contractor wish to substitute another product or method for products or methods specified or shown in the Contract Documents, whether specified or shown in Contract Documents, whether or not such phrases as "equal to" or "based on" are used, he shall apply in writing for approval. He shall enclose such data as Architect requires to evaluate products. The Architect's decision shall be final. Contractor is responsible for

space requirements of substitutions, he shall execute necessary changes in adjacent and relocated situations, he shall execute necessary changes in adjacent and relocated work which are due to such substitutions, without additional cost and he shall be responsible for delays required for evaluation of proposed substitutions.

3.5.8 Warranty Obligations

- .1 Contractor shall restore or remove-and-replace warranted work to its originally specified condition, at such time during warranty as it does not comply with or fulfill terms of warranty.
- .2 Contractor shall restore or remove-and-replace other work which has been damaged by failure of warranted work, or which must be removed and replaced to gain access to warranted work.
- .3 Cost of restoration or removal-and-replacement is Contractor's obligation, without regard to whether Owner has already benefited from use of failing work.
- .4 Except as otherwise indicated or required by governing regulations, warranties do not cover consequential damage to property other than the Work of the Contract.
- .5 Upon restoration or removal-and-replacement of warranted work which has failed, Contractor shall reinstate the warranty by issuing newly executed form, for at least the remaining period of time of the original warranty, but for not less than half of the original warranty period.

3.7.1 **Add the following:** The Contractor shall pay costs charged by utility companies for service connections, inspections and tests, and related utility company fees normally assessed as part of the construction process.

ARTICLE 4 **Make the following changes:**

4.2.13 Add to the first sentence, after "...relating to aesthetic effect..."

"and except for claims which have been waived by making or acceptance of final payment as provided by Subparagraphs 9.10.3 and 9.10.4,"

**Add the following:**

4.3 The provisions of Article 15 notwithstanding, the Contractor expressly agrees to joinder in arbitration proceedings between Owner/Architect upon specific written request of the Owner. This agreement shall be valid with the Architect's acceptance of an equal provision in their respective contracts.

ARTICLE 6 **Add the following:**

6.3.1 In a dispute between the Owner and the Contractor concerning rubbish and orderliness on the site, the Owner may have the rubbish removed and charge the cost to the Contractor. Upon written notification from the Architect that the project requires cleaning, the Contractor shall within 24 hours remove all rubbish and hazards from the project and shall arrange his material and equipment in an orderly manner on the site. If this cleaning is not completed within 24 hours, the Owner may engage labor to clean up the projects to his satisfaction and deduct the costs from any monies due the Contractor.

**ARTICLE 7 Add the following:**

- 7.2.5 The Contractor's proposal for changes in the Work shall be itemized completely and in detail and shall include material costs and quantities, labor wages, time, insurance, pensions, and equipment rental other than small tools, and the number of additional calendar days, if any, which are required to complete the Work.

Where unit prices have been established, the proposal shall state the quantity involved and the applicable unit price.

**7.5 Allowance for Overhead and Profit**

- 7.5.1 The allowance for overhead and profit is compensation for administration, superintendence, materials for temporary structures, additional premiums on bonds and the use of small tools.
- 7.5.2 For additions, deletions or other changes in the Work ordered under method 7.3.3.3, the Contractor may apply an allowance of up to fifteen percent (15%) for profit and overhead to the net cost of the work actually performed by him.
- 7.5.3 Work to be performed by a subcontractor may include an allowance for the subcontractor's overhead and profit not to exceed ten percent (10%) of the net cost. The Contractor is permitted up to a **five percent (5%)** allowance to be applied against the net cost to a subcontractor. In no case shall the total allowance exceed fifteen percent (15%) of the net cost of work performed by the subcontractor.
- 7.5.4 The Contractor's allowance of up to ten percent (10%) on changes involving more than one (1) subcontractor shall be applied only to the combined net of cost additions and deductions of all subcontractors.
- 7.5.5 There shall be no allowance for overhead and profit for the Contractor or any subcontractor on changes resulting in a net deduction.
- 7.5.6 The provisions of this Article shall apply only to subcontractors as defined in Article 5. Allowance for overhead and profit will be accepted only for those who are direct subcontractors.

**ARTICLE 8 Add the following:**

- 8.3.5 No extension of time will be allowed for adverse weather conditions unless the number of days of inclement weather is substantially greater or conditions substantially more severe than the average for the calendar period as recorded by a recognized weather observation agency.

**ARTICLE 9 Make the following changes:**

- 9.3.2 **Add the following:** If the Contractor does not submit evidence of payment to vendor for material and equipment stored, the Architect will recommend deduction of the amount previously allowed for the items stored from the current or subsequent Application for Payment.

**Add the following:**

9.6.2.1 Contractor shall furnish Architect with satisfactory evidence of payment to vendors supplying material and equipment for approved storage. This shall be done within thirty (30) days after the date of progress payment. Satisfactory evidence of payment shall be one (1) of the following:

- .1 Contractor's canceled check in correct amount with identification of invoices paid.
- .2 A letter or telegram from vendor with authorized signature stating amounts and invoices paid.
- .3 A receipted invoice.

9.6.7.1 Payment for material and equipment delivered and stored shall not relieve Contractor of responsibility for furnishing equipment and material required for the work in the same manner as if such payment were not made.

**ARTICLE 10 Add the following:**

- 10.3.4.1 The Contractor shall not bring hazardous materials onto the site nor use in the Work without compliance with the following conditions.
- .2 The Contractor shall be solely responsible for the handling, storage, and use of explosive or other hazardous materials when their use is permitted. For such use, the Contractor shall obtain necessary permits from regulating agencies and submit copies of permits to the Architect for review before proceeding with use.
  - .3 Contractor shall obtain insurance for use of hazardous material and furnish certificates of insurance in keeping with Conditions of the Contract.

**ARTICLE 11 Make the following changes:**

11.1.1 **Revise** “authorized to do business in the jurisdiction in which the Project is located” to read “licensed to do business in Connecticut”.

11.1.2 **Revise** “authorized to issue surety bonds in the jurisdiction in which the Project is located” to read “licensed to issue surety bonds in Connecticut”.

11.2.2 **Revise** “prior to commencement of the Work” to read “within ten (10) days of Notice of Award”.

**ARTICLE 15 Make the following changes:**

15.3.2 **Revise to read as follows:** In addition to and prior to arbitration, the parties shall endeavor to settle disputes by mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect unless the parties mutually agree otherwise. Demand for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. A demand for mediation shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of

limitations. The provisions of Article 15 notwithstanding, the Contractor expressly agrees to joinder in mediation proceedings between Owner/Architect upon specific written request of the Owner. This agreement shall be valid with the Architect's acceptance of an equal provision in their respective contracts.

END OF SECTION





Application and Certificate for Payment

TO OWNER:

PROJECT:

FROM CONTRACTOR:

VIA ARCHITECT:

APPLICATION NO:

PERIOD TO:

CONTRACT FOR:

CONTRACT DATE:

PROJECT NOS:

Distribution to:

OWNER:

ARCHITECT:

CONTRACTOR:

FIELD:

OTHER:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. AIA Document G703®, Continuation Sheet, is attached.

1. ORIGINAL CONTRACT SUM

\$0.00

2. NET CHANGE BY CHANGE ORDERS

\$0.00

3. CONTRACT SUM TO DATE (Line 1 ± 2)

\$0.00

4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)

\$0.00

5. RETAINAGE:

a. 0 % of Completed Work (Column D + E on G703)

\$0.00

b. 0 % of Stored Material (Column F on G703)

\$0.00

Total Retainage (Lines 5a + 5b or Total in Column I of G703)

\$0.00

6. TOTAL EARNED LESS RETAINAGE

\$0.00

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT

\$0.00

8. CURRENT PAYMENT DUE

\$0.00

9. BALANCE TO FINISH, INCLUDING RETAINAGE

\$0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order		\$0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By:

State of:

County of:

Subscribed and sworn to before me this day of

Notary Public:

My Commission expires:

Date:

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED

\$0.00

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By:

Date:

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.



## Continuation Sheet

[illegible]



CONNECTICUT DEPARTMENT OF LABOR  
WAGE AND WORKPLACE STANDARDS DIVISION

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

I, \_\_\_\_\_ of \_\_\_\_\_  
Officer, Owner, Authorized Rep. Company Name

do hereby certify that the \_\_\_\_\_  
Company Name  
\_\_\_\_\_  
Street  
\_\_\_\_\_  
City

and all of its subcontractors will pay all workers on the

\_\_\_\_\_  
Project Name and Number  
\_\_\_\_\_  
Street and City

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

\_\_\_\_\_  
Signed

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

Return to:

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

*Rate Schedule Issued (Date):* \_\_\_\_\_



**Minimum Rates and Classifications  
for Building Construction**

ID#: 22-38175

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

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

Project Number:

Project Town: Westport

State#:

FAP#:

Project: Staples High School Partial Roof Replacement

CLASSIFICATION	Hourly Rate	Benefits
1b) Asbestos/Toxic Waste Removal Laborers: Asbestos removal and encapsulation (except its removal from mechanical systems which are not to be scrapped), toxic waste removers, blasters.**See Laborers Group 7**		
1c) Asbestos Worker/Heat and Frost Insulator	44.57	31.79
2) Boilermaker	44.46	28.51
3a) Bricklayer, Cement Mason, Concrete Finisher (including caulking), Stone Masons	37.75	35.65 + a
3b) Tile Setter	37.1	30.52
3c) Tile and Stone Finishers	30.0	25.30
3d) Marble & Terrazzo Finishers	31.07	24.23
3e) Plasterer	41.9	28.75

-----LABORERS-----

4) Group 1: Laborers (common or general), acetylene burners, concrete specialists, wrecking laborers, fire watchers.	32.0	24.40
4a) Group 2: Mortar mixers, plaster tender, power buggy operators, powdermen, fireproofers/mixer/nozzleman (Person running mixer and spraying fireproof only).	32.25	24.40
4b) Group 3: Jackhammer operators/pavement breaker, mason tender (brick), mason tender (cement/concrete), forklift operators and forklift operators (masonry).	32.5	24.40
4c) **Group 4: Pipelayers (Installation of water, storm drainage or sewage lines outside of the building line with P6, P7 license) (the pipelayer rate shall apply only to one or two employees of the total crew who primary task is to actually perform the mating of pipe sections) P6 and P7 rate is \$26.80.	33.0	24.40
4d) Group 5: Air track operator, sand blaster and hydraulic drills.	32.75	24.40
4e) Group 6: Blasters, nuclear and toxic waste removal.	35.0	24.40
4f) Group 7: Asbestos/lead removal and encapsulation (except it's removal from mechanical systems which are not to be scrapped).	33.0	24.40
4g) Group 8: Bottom men on open air caisson, cylindrical work and boring crew.	30.28	24.40
4h) Group 9: Top men on open air caisson, cylindrical work and boring crew.	29.74	24.40
4i) Group 10: Traffic Control Signalman	18.0	24.40
5) Carpenter, Acoustical Ceiling Installation, Soft Floor/Carpet Laying, Metal Stud Installation, Form Work and Scaffold Building, Drywall Hanging, Modular-Furniture Systems Installers, Lathers, Piledrivers, Resilient Floor Layers.	36.07	26.15
5a) Millwrights	36.32	26.81

6) Electrical Worker (including low voltage wiring) (Trade License required: E1,2 L-5,6 C-5,6 T-1,2 L-1,2 V-1,2,7,8,9)	41.4	31.07+3% of gross wage
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7a) Elevator Mechanic (Trade License required: R-1,2,5,6)	58.9	36.885+a+b
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-----LINE CONSTRUCTION-----

Groundman	26.5	6.5% + 9.00
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Linemen/Cable Splicer	48.19	6.5% + 22.00
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8) Glazier (Trade License required: FG-1,2)	40.78	23.40 + a
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9) Ironworker, Ornamental, Reinforcing, Structural, and Precast Concrete Erection	39.7	38.77 + a
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-----OPERATORS-----

Group 1: Crane Handling or Erecting Structural Steel or Stone; Hoisting Engineer (2 drums or over). (Trade License Required)	50.27	26.80 + a
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Group 1a: Front End Loader (7 cubic yards or over); Work Boat 26 ft. and Over	46.07	26.80 + a
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Group 2: Cranes (100 ton rated capacity and over); Bauer Drill/Caisson. (Trade License Required)	49.91	26.80 + a
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Group 2a: Cranes (under 100 ton rated capacity).	49.06	26.80 + a
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Group 2b: Excavator over 2 cubic yards; Pile Driver (\$3.00 premium when operator controls hammer)	45.71	26.80 + a
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Group 3: Excavator; Gradall; Master Mechanic; Hoisting Engineer (all types of equipment where a drum and cable are used to hoist or drag material regardless of motive power of operation), Rubber Tire Excavator (Drott-1085 or similar); Grader Operator; Bulldozer Finegrade. (slopes, shaping, laser or GPS, etc.). (Trade License	44.86	26.80 + a
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Required)

Group 4: Trenching Machines; Lighter Derrick; CMI Machine or Similar; Koehring Loader (Skooper); Goldhofer.	44.42	26.80 + a
Group 5: Specialty Railroad Equipment; Asphalt Spreader, Asphalt Reclaiming Machine; Line Grinder; Concrete Pumps; Drills with Self Contained Power Units; Boring Machine; Post Hole Digger; Auger; Pounder; Well Digger; Milling Machine (over 24 mandrel).	43.73	26.80 + a
Group 5 continued: Side Boom; Combination Hoe and Loader; Directional Driller.	43.73	26.80 + a
Group 6: Front End Loader (3 up to 7 cubic yards); Bulldozer (rough grade dozer).	43.38	26.80 + a
Group 7: Asphalt Roller; Concrete Saws and Cutters (ride on types); Vermeer Concrete Cutter; Stump Grinder; Scraper; Snooper; Skidder; Milling Machine (24" and under mandrel).	42.99	26.80 + a
Group 8: Mechanic; Grease Truck Operator; Hydroblaster; Barrier Mover; Power Stone Spreader; Welding; Work Boat Under 26 ft.; Transfer Machine; Rigger Foreman.	42.54	26.80 + a
Group 9: Front End Loader (under 3 cubic yards); Skid Steer Loader regardless of attachments; (Bobcat or Similar); Forklift, Power Chipper; Landscape Equipment (including Hydroseeder); Vacuum Excavation Truck and Hydrovac Excavation Truck (27 HG pressure or greater).	42.04	26.80 + a
Group 10: Vibratory hammer; ice machine; diesel and air, hammer, etc.	39.7	26.80 + a
Group 11: Conveyor, earth roller, power pavement breaker (whiphammer), robot demolition equipment.	39.7	26.80 + a
Group 12: Wellpoint Operator.	39.63	26.80 + a
Group 13: Compressor Battery Operator.	38.97	26.80 + a

Group 14: Elevator Operator; Tow Motor Operator (solid tire no rough terrain).	37.66	26.80 + a
Group 15: Generator Operator; Compressor Operator; Pump Operator; Welding Machine Operator; Heater Operator.	37.2	26.80 + a
Group 16: Maintenance Engineer.	36.46	26.80 + a
Group 17: Portable Asphalt Plant Operator; Portable Crusher Plant Operator; Portable Concrete Plant Operator; Portable Grout Plant Operator; Portable Water Filtration Plant Operator.	41.39	26.80 + a
Group 18: Power Safety Boat; Vacuum Truck; Zim Mixer; Sweeper; (Minimum for any job requiring a CDL license); Rigger; Signalman.	38.61	26.80 + a
-----PAINTERS (Including Drywall Finishing)-----		
10a) Brush and Roller	37.22	23.40
10b) Taping Only/Drywall Finishing	37.97	23.40
10c) Paperhanger and Red Label	37.72	23.40
10e) Blast and Spray	40.22	23.40
11) Plumber (excluding HVAC pipe installation) (Trade License required: P-1,2,6,7,8,9 J-1,2,3,4 SP-1,2)	47.03	34.05
12) Well Digger, Pile Testing Machine	37.26	24.05 + a
Roofer: Cole Tar Pitch	43.0	21.80 + a
Roofer: Slate, Tile, Composition, Shingles, Singly Ply and Damp/Waterproofing	41.5	21.80 + a

15) Sheetmetal Worker (Trade License required for HVAC and Ductwork: SM-1,SM-2,SM-3,SM-4,SM-5,SM-6)	48.77	45.20
16) Pipefitter (Including HVAC work) (Trade License required: S-1,2,3,4,5,6,7,8 B-1,2,3,4 D-1,2,3,4, G-1, G-2, G-8 & G-9)	47.03	34.05
-----TRUCK DRIVERS-----		
17a) 2 Axle, Helpers	31.16	28.78 + a
17b) 3 Axle, 2 Axle Ready Mix	31.27	28.78 + a
17c) 3 Axle Ready Mix	31.33	28.78 + a
17d) 4 Axle	31.39	28.78 + a
17e) 4 Axle Ready Mix	31.44	28.78 + a
17f) Heavy Duty Trailer (40 Tons and Over)	33.66	28.78 + a
17g) Specialized Earth Moving Equipment (Other Than Conventional Type on-the-Road Trucks and Semi-Trailers, Including Euclids)	31.44	28.78 + a
17h) Heavy Duty Trailer up to 40 tons	32.39	28.78 + a
17i) Snorkle Truck	31.54	28.78 + a
18) Sprinkler Fitter (Trade License required: F-1,2,3,4)	47.55	28.96 + a
19) Theatrical Stage Journeyman	25.76	7.34



*Welders: Rate for craft to which welding is incidental.*

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

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

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

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

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

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

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

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

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

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

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

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

*The annual adjustments will be posted on the Department of Labor's Web page:*

*www.ct.gov/dol. For those without internet access, please contact the division listed below.*

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

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

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

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

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

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

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

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

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

**As of:** August 12, 2022

**Important Information:**

For use with Building, Heavy/Highway, and Residential

Welders: Rate for craft to which welding is incidental.

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

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

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

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

**Crane with 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.**

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

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

**Connecticut General Statute Section 31-55a: Annual Adjustments to wage rates by contractors doing state work**

- The Prevailing wage rates applicable to this project are subject to annual adjustments each July 1st for the duration of the project.
- Each contractor shall pay the annual adjusted prevailing wage rate that is in effect each July 1st, as posted by the Department of Labor.
- It is the contractor's responsibility to obtain the annual adjusted prevailing wage rate increases directly from the Department of Labor's website.
- The annual adjustments will be posted on the Department of Labor's Web page: [www.ctdol.state.ct.us](http://www.ctdol.state.ct.us).
- The Department of Labor will continue to issue the initial prevailing wage rate schedule to the Contracting Agency for the project.
- All subsequent annual adjustments will be posted on our Web Site for contractor access.

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

- All Persons who perform work ON SITE must be paid prevailing wage for the appropriate mechanic, laborer, or worker classification.
- All certified payrolls must list the hours worked and wages paid to All Persons who perform work ON SITE regardless of their ownership i.e.: (Owners, Corporate Officers, LLC Members, Independent Contractors, et. al)
- Reporting and payment of wages is required regardless of any contractual relationship alleged to exist between the contractor and such person.

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

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

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

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

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

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

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

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

**Elevator Constructors: Mechanics**

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

**Glaziers**

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

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

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

### **Ironworkers**

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

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

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

### **Roofers**

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

### **Sprinkler Fitters**

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

### **Truck Drivers**

(Heavy and Highway Construction & Building Construction)

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

## STATUTE 31-55a

### - SPECIAL NOTICE -

#### **To All State and Political Subdivisions, Their Agents, and Contractors Connecticut General Statute 31-55a - Annual adjustments to wage rates by contractors doing state work.**

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

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

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



## Information Bulletin

### *Occupational Classifications*

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

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

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

- **ASBESTOS WORKERS**

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

- **ASBESTOS INSULATOR**

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

- **BOILERMAKERS**

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

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

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

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

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

- **LABORER, CLEANING**

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

- **DELIVERY PERSONNEL**

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

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

- **ELECTRICIANS**

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

- **ELEVATOR CONSTRUCTORS**

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

- **FORK LIFT OPERATOR**

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

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

- **GLAZIERS**

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

- **IRONWORKERS**

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

- **INSULATOR**

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

- **LABORERS**

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

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

- **PAINTERS**

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

- **LEAD PAINT REMOVAL**

- Painter's Rate

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

- Laborer's Rate

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

- **PLUMBERS AND PIPEFITTERS**

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

- **POWER EQUIPMENT OPERATORS**

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

- **ROOFERS**

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

- **SHEETMETAL WORKERS**

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

- **SPRINKLER FITTERS**

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

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

- **TILE MARBLE AND TERRAZZO FINISHERS**

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

- **TRUCK DRIVERS**

~How to pay truck drivers delivering asphalt is under REVISION~

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

***For example:***

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

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



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

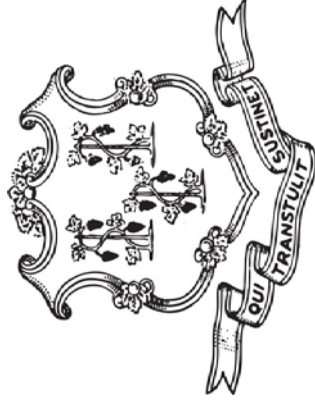
(b) Any person required to complete a course or program under subsection (a) of this section who has not completed the course or program shall be subject to removal from the worksite if the person does not provide documentation of having completed such course or program by the fifteenth day after the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

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

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

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

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



# THIS IS A PUBLIC WORKS PROJECT

Covered by the

## PREVAILING WAGE LAW

CT General Statutes Section 31-53

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

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

# **Informational Bulletin**

## **THE 10-HOUR OSHA CONSTRUCTION SAFETY AND HEALTH COURSE**

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

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

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

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

November 29, 2006

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

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

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

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

**Forklift Operator:**

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

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

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


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

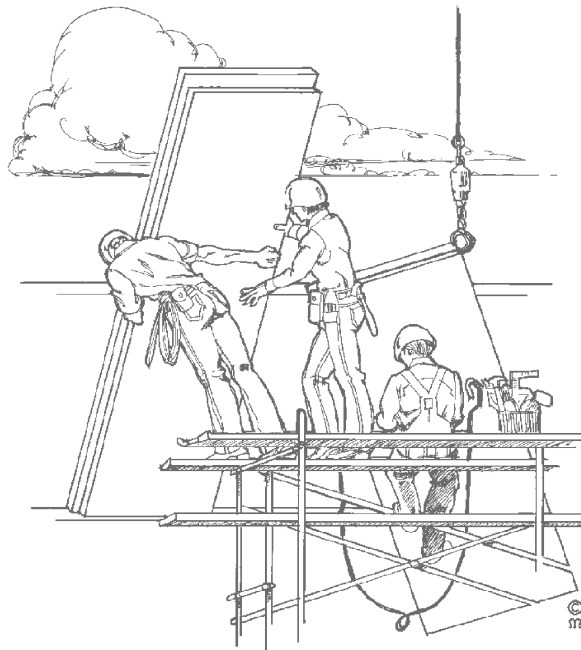
## ~NOTICE~

### TO ALL CONTRACTING AGENCIES

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

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

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





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

*CONTRACTING AGENCY CERTIFICATION FORM*

I, \_\_\_\_\_, acting in my official capacity as \_\_\_\_\_,  
authorized representative title

for \_\_\_\_\_, located at \_\_\_\_\_,  
contracting agency address

do hereby certify that the total dollar amount of work to be done in connection with

\_\_\_\_\_, located at \_\_\_\_\_,  
project name and number address

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

*CONTRACTOR INFORMATION*

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Authorized Representative: \_\_\_\_\_

Approximate Starting Date: \_\_\_\_\_

Approximate Completion Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

Date Issued: \_\_\_\_\_



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

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

Please specify the type of benefits provided:

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

**CERTIFIED STATEMENT OF COMPLIANCE**

For the week ending date of \_\_\_\_\_,

I, \_\_\_\_\_ of \_\_\_\_\_, (hereafter known as

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

**Section A:**

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

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

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

\_\_\_\_\_  
(Signature) (Title) Submitted on (Date)

**Section B: Applies to CONNDOT Projects ONLY**

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

\_\_\_\_\_  
(Signature) (Title) Submitted on (Date)

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

**\*\*\*THIS IS A PUBLIC DOCUMENT\*\*\***

**\*\*\*DO NOT INCLUDE SOCIAL SECURITY NUMBERS\*\*\***

**Weekly Payroll Certification For  
Public Works Projects (Continued)**

## **PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECTS**

**Week-Ending Date:** \_\_\_\_\_  
**Contractor or Subcontractor Business Name:** \_\_\_\_\_

## WEEKLY PAYROLL

PERSON/WORKER, ADDRESS and SECTION	APPR RATE %	MALE/ FEMALE AND RACE*	WORK CLASSIFICATION  Trade License Type & Number - OSHA 10 Certification Number	DAY AND DATE							Total ST Hours	BASE HOURLY RATE	TYPE OF FRINGE BENEFITS Per Hour 1 through 6 (see back)	GROSS PAY FOR ALL WORK PERFORMED THIS WEEK	TOTAL DEDUCTIONS			GROSS PAY FOR THIS PREVAILING RATE JOB	CHECK # AND NET PAY	
				\$	M	T	W	TH	F	\$										
															HOURS WORKED EACH DAY					
											\$	1. \$								
											Base Rate	2. \$								
											\$	3. \$								
											\$	4. \$								
											5. \$									
											6. \$									
											Cash Fringe	1. \$								
											\$	2. \$								
											Base Rate	3. \$								
											\$	4. \$								
											\$	5. \$								
											Cash Fringe	6. \$								
											\$	1. \$								
											Base Rate	2. \$								
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											Cash Fringe	5. \$								
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											Cash Fringe	5. \$								
												6. \$								

\*IF REQUIRED



## WESTPORT PUBLIC SCHOOLS 2022-2023 SCHOOL CALENDAR

- School in Session
- Teacher Professional Development
- Snow Dates

### KEY DATES

<b>Aug 25-26, 29</b>	Professional Development
<b>Aug 30</b>	First Day of School
<b>Sept 5</b>	Labor Day
<b>Sept 26</b>	Rosh Hashanah
<b>Oct 5</b>	Yom Kippur
<b>Oct 12</b>	Early Release/Professional Development
<b>Nov 8</b>	Election Day – Professional Development
<b>Nov 23</b>	Early Dismissal
<b>Nov 24-25</b>	Thanksgiving Recess
<b>Dec 26-Dec 30</b>	Winter Recess
<b>Jan 16</b>	Martin Luther King Jr. Day
<b>Feb 20</b>	Presidents' Day
<b>Feb 17</b>	Professional Development
<b>Feb 20-24</b>	February Recess
<b>March 22</b>	Early Release/Professional Development
<b>Apr 7</b>	Good Friday
<b>April 7-14</b>	Spring Recess
<b>May 29</b>	Memorial Day
<b>June 14</b>	Last Day of School/Graduation (Early Release)

Students: 182 days

Teachers: 187 days

There are 5 snow days built into the calendar. If there are no snow days students' last day will be June 14. In the event that additional make-up days are needed, District schools will use, in the following order: Monday, April 10; Tuesday, April 11; Wednesday, April 12; Thursday, April 13; Friday, April 14.

July 2022						
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March 2023						
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April 2023						
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## WESTPORT PUBLIC SCHOOLS 2023-2024 SCHOOL CALENDAR

- School in Session
- Teacher Professional Development
- Snow Dates

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<b>Sept 4</b>	Labor Day
<b>Sept 16</b>	Rosh Hashanah
<b>Sept 25</b>	Yom Kippur
<b>Oct 11</b>	Early Release/Professional Development
<b>Nov 7</b>	Election Day – Professional Development
<b>Nov 22</b>	Early Dismissal
<b>Nov 23-24</b>	Thanksgiving Recess
<b>Dec 22</b>	Early Dismissal
<b>Dec 25-Jan 1</b>	Winter Recess
<b>Jan 15</b>	Martin Luther King Jr. Day
<b>Feb 19</b>	Presidents' Day
<b>Feb 19-23</b>	February Recess
<b>Feb 26</b>	Professional Development
<b>March 20</b>	Early Release/Professional Development
<b>Mar 29</b>	Good Friday
<b>April 15-19</b>	Spring Recess
<b>May 27</b>	Memorial Day
<b>June 12</b>	Last Day of School/Graduation (Early Release)

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Approved by the Board of Education 5-2-22

July 2023						
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January 2024						
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March 2024						
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April 2024						
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June 2024						
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PARTIAL ROOF REPLACEMENT

**STAPLES HIGH SCHOOL**  
**70 NORTH AVENUE**  
**WESTPORT, CT 06880**  
**STATE PROJECT #158-0100 RR**  
**BID #23-009-RFP**

S/P+A PROJECT NO. 21.132

<u>Drawing Number</u>	<u>Drawing Name</u>
	COVER SHEET
C1	CODE INFORMATION LEGEND
A1	OVERALL ROOF PLAN
A2	ROOF PLAN PART #1
A3	ROOF PLAN PART #2
A4	ROOF PLAN PART #3
A5	ROOF DETAILS
HBM-01	HAZARDOUS BUILDING MATERIALS ABATEMENT PLAN

END OF SECTION





SECTION 011000 - SUMMARY OF WORK

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 PROJECT DESCRIPTION

- A. The Work of the Project is defined by the Contract Documents and consists of a partial roof replacement of an existing building.
- B. The Work generally includes, but is not necessarily limited to, the following major elements:
  - 1. Removal of existing membrane roofing, insulation, cant strips and tapered edges, and metal flashings.
  - 2. Removal and offsite legal disposal of asbestos and hazardous materials.
  - 3. Offsite legal disposal of all removed materials.
  - 4. Removal and replacement of existing roof hatches and other roof accessories.
  - 5. Removal and replacement of deteriorated roof decking and wood blocking.
  - 6. Removal and replacement of existing unit skylights.
  - 7. Removal and replacement of existing roof drains and related piping and insulation.
  - 8. Removal and reinstallation of existing rooftop mechanical equipment photovoltaic assemblies.
  - 9. Provision and installation of EPDM membranes, underlayment, and flat and tapered insulations.
  - 10. Provision and installation of new flashings, caps, fasciae, and other trim metal work as detailed and specified, including new gutters, downspouts, and scuppers.
  - 11. Provision and installation of new metal ladder.

1.3 CONTRACTOR USE OF PREMISES

- A. General: Limit use of the premises to construction activities in areas indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.
- B. Confine operations to as small work areas and accessways as possible. As much as possible and without damage to the finishes, doors, and related building systems, access the project area via the service doors designated by Owner.
- C. Keep driveways and entrances serving the premises clear and available to the Owner and emergency vehicles at all times. Do not use these areas for parking or storage of materials. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on site.
- D. Maintain existing egress patterns, exit doors, and means of egress during construction, which will include the provision of temporary walkways, sidewalks, or other means necessary to

provide adequate life safety for the building occupants, particularly at exitways which must continue to be open and serviceable while adjacent construction activity occurs.

- E. Use of the Existing Building: Maintain the existing building in a weathertight condition throughout the construction period. Repair damage caused by construction operations. Take all precautions necessary to protect the building and its occupants during the construction period.
  - 1. Contractor is responsible to secure project area/site from intrusions during unoccupied (after hours) period of time. Any temporary doors and /or window coverings that may be necessary to complete repairs are the Contractors responsibility to furnish and install as part of the project scope.

#### 1.4 OWNER OCCUPANCY

- A. Full Owner Occupancy: The Owner's administrative and maintenance staff will occupy the site and existing building during the entire construction period, with children on site during the school year. Cooperate with the Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with the Owner's operations. Pre-schedule construction operations with the Owner for areas that must be evacuated for extended periods, giving the Owner the opportunity to relocate administrative or educational operations to non-affected areas.
  - 1. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from Owner and approval of authorities having jurisdiction.
  - 2. Notify Owner not less than 72 hours in advance of activities that will affect Owner's operations.

#### 1.5 SPECIAL REQUIREMENTS

- A. The Contractor shall insure that all work performed is done so in a safe manner and that all his/her employees shall adhere to all applicable safety procedures and practices at all times. There may be children and staff in the vicinity of the work area during normal working hours. The Contractor shall be aware at all times that additional safety considerations should be taken. Particular care shall be taken by the Contractor, Subcontractors and all those in their employ, that all tools, equipment, ladders, etc. are never left unsupervised.
- B. Meaningful Instruction: Meaningful instruction (as determined by the Owner) must be facilitated and possible within the building at all times. This requirement may limit the Contractor's demolition and construction operations as the distraction represented by hammering, material movement, etc. may disrupt classes. No down time or mobilization charges will be permitted should the meaningful instruction requirement suspend the Contractor's operations for any length of time.
- C. Testing: During the school year, Smarter Balanced Assessment Consortium may be administered to portions of the student population, which requires absolute concentration on the part of the students. The Owner may prohibit operations during the administration of these assessments. Cooperate with the Owner to determine the schedule, locations of the testing and where operations may proceed with disrupting classroom or roofing operations.

- D. Under no circumstances shall the buildings' occupants be subjected to excessive construction noise or vibrations, nor shall they be subject to fumes, odors, or other deleterious effects of the operation. Should material delivery, demolition or construction operations, inclement weather or related schedule conditions produce this situation (as determined by the Owner), the Contractor shall be required to suspend operations that produce the offending effects until such time as the building is not occupied, or as approved by the Owner.
- E. Smoking will not be permitted inside the building or on the grounds. Strict adherence to the smoking regulations will be enforced for the entire duration of the construction.
- F. There will be absolutely **no** fraternizing with the students by construction personnel. Anyone caught doing so will be required to leave the jobsite and will not be permitted to return. Such dismissal shall not give the contractor grounds for default on any other contract requirements, including the construction schedule.
- G. Site Security – Identification Badges
  - 1. The Contractor shall provide a list of all contact persons. The list shall include each trade, name of Contractor, contact person(s), phone numbers, fax numbers, Federal Employer Identification Number (FEIN), social security number if FEIN is not available, and Connecticut Tax Registration number.
  - 2. Prior to the start of work all Contractor and Sub-Contractor personnel assigned to perform work shall be required to fill out and submit to a background check at a cost provided by the Contractor. All information shall be submitted to the Town of Westport. Information for background check includes the following:
    - a. Identity Verification
    - b. Criminal Background
    - c. Additional checks as deemed warranted.
  - 3. Security badges will be worn by all project personnel during construction activities. The Contractor will provide badges at no cost to the Owner. The Contractor will be responsible for monitoring the display of badges, including those of the personnel of all subcontractors and visitors to the project site.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 011000



## SECTION 012100 - ALLOWANCES

## PART 1 - GENERAL

## 1.1 RELATED DOCUMENTS

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

## 1.2 SUMMARY

- A. Section includes administrative and procedural requirements governing allowances.
  - 1. Certain items are specified in the Contract Documents by allowances. Allowances have been established in lieu of additional requirements and to defer selection of actual materials and equipment to a later date when direction will be provided to the Contractor. If necessary, additional requirements will be issued by Change Order.
- B. Types of allowances include the following:
  - 1. Quantity allowances.
- C. Related Sections:
  - 1. Section 012200 "Unit Prices" for procedures for using unit prices.
  - 2. Divisions 02 through 49 Sections for items of Work covered by allowances.

## 1.3 SELECTION AND PURCHASE

- A. At the earliest practical date after award of the Contract, advise Architect of the date when final selection and purchase of each product or system described by an allowance must be completed to avoid delaying the Work.
- B. At Architect's request, obtain proposals for each allowance for use in making final selections. Include recommendations that are relevant to performing the Work.
- C. Purchase products and systems selected by Architect from the designated supplier.

## 1.4 SUBMITTALS

- A. Submit proposals for purchase of products or systems included in allowances, in the form specified for Change Orders.
- B. Submit invoices or delivery slips to show actual quantities of materials delivered to the site for use in fulfillment of each allowance.
- C. Submit time sheets and other documentation to show labor time and cost for installation of allowance items that include installation as part of the allowance.

- D. Coordinate and process submittals for allowance items in same manner as for other portions of the Work.

#### 1.5 COORDINATION

- A. Coordinate allowance items with other portions of the Work. Furnish templates as required to coordinate installation.

#### 1.6 QUANTITY/LUMP-SUM ALLOWANCES

- A. Allowance shall include cost to Contractor of specific products and materials ordered by Owner or selected by Architect under allowance and shall include freight and delivery to Project site.
- B. Unless otherwise indicated, Contractor's costs for receiving and handling at Project site, labor, installation, overhead and profit, and similar costs related to products and materials ordered by Owner under allowance shall be included as part of the Contract Sum and not part of the allowance.
- C. Unused Materials: Return unused materials purchased under an allowance to manufacturer or supplier for credit to Owner, after installation has been completed and accepted.
  - 1. If requested by Architect, retain and prepare unused material for storage by Owner. Deliver unused material to Owner's storage space as directed.

#### 1.7 ADJUSTMENT OF ALLOWANCES

- A. Allowance Adjustment: To adjust allowance amounts, prepare a Change Order proposal based on the difference between purchase amount and the allowance, multiplied by final measurement of work-in-place where applicable. If applicable, include reasonable allowances for cutting losses, tolerances, mixing wastes, normal product imperfections, and similar margins.
  - 1. Include installation costs in purchase amount only where indicated as part of the allowance.
  - 2. If requested, prepare explanation and documentation to substantiate distribution of overhead costs and other margins claimed.
  - 3. Submit substantiation of a change in scope of work, if any, claimed in Change Orders related to unit-cost allowances.
  - 4. Owner reserves the right to establish the quantity of work-in-place by independent quantity survey, measure, or count.
- B. Submit claims for increased costs because of a change in scope or nature of the allowance described in the Contract Documents, whether for the purchase order amount or Contractor's handling, labor, installation, overhead, and profit.
  - 1. Do not include Contractor's or subcontractor's indirect expense in the Change Order cost amount unless it is clearly shown that the nature or extent of work has changed from what could have been foreseen from information in the Contract Documents.
  - 2. No change to Contractor's indirect expense is permitted for selection of higher- or lower-priced materials or systems of the same scope and nature as originally indicated.



## PART 2 - PRODUCTS (Not Used)

## PART 3 - EXECUTION

## 3.1 EXAMINATION

- A. Examine products covered by an allowance promptly on delivery for damage or defects. Return damaged or defective products to manufacturer for replacement.

## 3.2 PREPARATION

- A. Coordinate materials and their installation for each allowance with related materials and installations to ensure that each allowance item is completely integrated and interfaced with related work.

## 3.3 SCHEDULE OF ALLOWANCES

- A. **Allowance No. 1: Metal Roof Deck Replacement:** Include in the Base Bid an allowance to replace 7,500 square feet of metal decking that may be deteriorated under the existing roofs. Should metal decking be encountered that at the Architect's direction require removal, the Contractor shall do so, deducting the amount of the affected installation or installations from the allowance amount. Removal and replacement, to match existing, shall include all fasteners, accessories, removal, and disposal (including all manpower, tools, and materials). Refer to Section 053100 "Steel Decking" for additional information.
- B. **Allowance No. 2: Storm Drainage Piping:** Since the exact length of storm drainage piping is unknown at the time of bid, the Contractor shall include in the Base Bid an allowance to provide and install 75 linear feet of 4-inch storm drainage piping, including all bends, couplings, connections, etc. for a complete installation, where indicated at Roof '10'. Final location of new roof drain (NRD) along length of new cricket and corresponding drain pipe route to be field verified. Contractor to coordinate route with, and around, existing structure, walls, and building utilities, while minimizing pipe bends. Work also includes the provision and installation of associated piping insulation, hangers, and supports. Refer to Section 221423 "Storm Drainage Piping and Specialties" for additional information.

END OF SECTION 012100



SECTION 012200 - UNIT PRICES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for unit prices.
- B. Related Sections:
  - 1. Section 012600 "Contract Modification Procedures" for procedures for submitting and handling Change Orders.

1.3 DEFINITIONS

- A. Unit price is an amount incorporated in the Agreement, applicable during the duration of the Work as a price per unit of measurement for materials, equipment, or services, or a portion of the Work, added to or deducted from the Contract Sum by appropriate modification, if the scope of Work or estimated quantities of Work required by the Contract Documents are increased or decreased.

1.4 PROCEDURES

- A. Unit prices include all necessary material, plus cost for delivery, installation, insurance, applicable taxes, overhead, and profit.
- B. Measurement and Payment: Refer to individual Specification Sections for work that requires establishment of unit prices. Methods of measurement and payment for unit prices are specified in those Sections.
- C. Owner reserves the right to reject Contractor's measurement of work-in-place that involves use of established unit prices and to have this work measured, at Owner's expense, by an independent surveyor acceptable to Contractor.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE OF UNIT PRICES

- A. A list of unit prices is included in the Bid Form.

END OF SECTION 012200

## SECTION 012300 - ALTERNATES

## PART 1 - GENERAL

## 1.1 RELATED DOCUMENTS

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

## 1.2 SUMMARY

- A. Section includes administrative and procedural requirements for alternates.

## 1.3 DEFINITIONS

- A. Alternate: An amount proposed by bidders and stated on the Bid Form for certain work defined in the Bidding Requirements that may be added to or deducted from the base bid amount if Owner decides to accept a corresponding change either in the amount of construction to be completed or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.
  - 1. Alternates described in this Section are part of the Work only if enumerated in the Agreement.
  - 2. The cost or credit for each alternate is the net addition to or deduction from the Contract Sum to incorporate alternate into the Work. No other adjustments are made to the Contract Sum.

## 1.4 PROCEDURES

- A. Coordination: Modify or adjust affected adjacent work as necessary to completely integrate work of the alternate into Project.
  - 1. Include as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not indicated as part of alternate.
- B. Notification: Immediately following award of the Contract, notify each party involved, in writing, of the status of each alternate. Indicate if alternates have been accepted, rejected, or deferred for later consideration. Include a complete description of negotiated modifications to alternates.
- C. Execute accepted alternates under the same conditions as other work of the Contract. No extensions of time shall be granted for accepted alternates.
- D. Schedule: A schedule of alternates is included at the end of this Section. Specification Sections referenced in schedule contain requirements for materials necessary to achieve the work described under each alternate.

## PART 2 - PRODUCTS (Not Used)

## PART 3 - EXECUTION

## 3.1 SCHEDULE OF ALTERNATES

- A. **DEDUCT ALTERNATE NO. 1: Twenty (20) Year Warranty:** Deduct from the Base Bid the cost associated from reducing the specified warranty by ten (10) years for a total of twenty (20) years on the roofing membrane system indicated in Section 075323 "Ethylene-Propylene-Diene-Monomer (EPDM) Roofing". Membrane will go from 90-mil to 60-mil as part of this Alternate.
- B. **ADD ALTERNATE NO. 2: Roof '1' Replacement:** Add to the Base Bid the labor, material, and equipment for the complete roof replacement of Roof '1'. Work includes but is not limited to the removal of the existing roofing system down to deck, patching/repairing/infilling of the existing deck where required (refer to allowance), provision and installation of new roofing system, and removal and replacement of edge metal. Work also includes the provision and installation of six (6) pitch pockets in locations to be determined. Refer to individual specification sections for additional information.
- C. **ADD ALTERNATE NO. 3: Roofs '19', '21', '24' & '29' Replacement:** Add to the Base Bid the labor, material, and equipment for the complete roof replacement of Roofs '19', '21', '24', and '29'. Work includes but is not limited to the removal of the existing roofing system down to deck, patching/repairing/infilling of the existing deck where required (refer to allowance), provision and installation of new roofing system, and removal and replacement of edge metal, scuppers, and downspouts. Refer to individual specification sections for additional information.

END OF SECTION 012300

SECTION 012500 - SUBSTITUTION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for substitutions.
- B. Related Sections:
  - 1. Section 016000 "Product Requirements" for requirements for submitting comparable product submittals for products by listed manufacturers.
  - 2. Divisions 02 through 49 Sections for specific requirements and limitations for substitutions.

1.3 DEFINITIONS

- A. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.
  - 1. Substitutions for Cause: Changes proposed by Contractor that are required due to changed Project conditions, such as unavailability of product, regulatory changes, or unavailability of required warranty terms.
  - 2. Substitutions for Convenience: Changes proposed by Contractor or Owner that are not required in order to meet other Project requirements but may offer advantage to Contractor or Owner.

1.4 SUBMITTALS

- A. Substitution Requests: Submit three (3) copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
  - 1. Substitution Request Form: Use **CSI Form 1.5C, 13.1A** or comparable form.
  - 2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
    - a. Statement indicating why specified product or fabrication or installation cannot be provided, if applicable.
    - b. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by Owner and separate contractors, that will be necessary to accommodate proposed substitution.
    - c. Detailed, SIDE-BY-SIDE comparison of significant qualities of proposed substitution with those of the Work specified. Include annotated copy of applicable specification section. Significant qualities may include attributes such



- as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.
  - d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
  - e. Samples, where applicable or requested.
  - f. Certificates and qualification data, where applicable or requested.
  - g. List of similar installations for completed projects with project names and addresses and names and addresses of Architects and Owners.
  - h. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
  - i. Research reports evidencing compliance with building code in effect for Project, from ICC-ES.
  - j. Detailed comparison of Contractor's construction schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating date of receipt of purchase order, lack of availability, or delays in delivery.
  - k. Cost information, including a proposal of change, if any, in the Contract Sum.
  - l. Contractor's certification that proposed substitution complies with requirements in the Contract Documents except as indicated in substitution request, is compatible with related materials, and is appropriate for applications indicated.
  - m. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.
3. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within seven (7) days of receipt of a request for substitution. Architect will notify Contractor of acceptance or rejection of proposed substitution within fifteen (15) days of receipt of request, or seven (7) days of receipt of additional information or documentation, whichever is later.
- a. Forms of Acceptance: Change Order, Construction Change Directive, or Architect's Supplemental Instructions for minor changes in the Work.
  - b. Use product specified if Architect does not issue a decision on use of a proposed substitution within time allocated.

## 1.5 QUALITY ASSURANCE

- A. Compatibility of Substitutions: Investigate and document compatibility of proposed substitution with related products and materials. Engage qualified testing agency to perform compatibility tests recommended by manufacturers.

## 1.6 PROCEDURES

- A. Coordination: Modify or adjust affected work as necessary to integrate work of the approved substitutions.

PART 2 - PRODUCTS

2.1 SUBSTITUTIONS

- A. Procurement Substitution Request: Submit to Architect seven (7) days prior to date of bid opening.
- B. Substitutions for Cause: Submit requests for substitution immediately upon discovery of need for change, but not later than fifteen (15) days prior to time required for preparation and review of related submittals.
  - 1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
    - a. Requested substitution is consistent with the Contract Documents and will produce indicated results.
    - b. Substitution request is fully documented and properly submitted.
    - c. Requested substitution will not adversely affect Contractor's construction schedule.
    - d. Requested substitution has received necessary approvals of authorities having jurisdiction.
    - e. Requested substitution is compatible with other portions of the Work.
    - f. Requested substitution has been coordinated with other portions of the Work.
    - g. Requested substitution provides specified warranty.
    - h. If requested substitution involves more than one (1) contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.
- C. Substitutions for Convenience: Architect will consider requests for substitution if received within sixty (60) days after the Notice to Proceed. Requests received after that time may be considered or rejected at discretion of Architect.
  - 1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
    - a. Requested substitution offers Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume. Owner's additional responsibilities may include compensation to Architect for redesign and evaluation services, increased cost of other construction by Owner, and similar considerations.
    - b. Requested substitution does not require extensive revisions to the Contract Documents.
    - c. Requested substitution is consistent with the Contract Documents and will produce indicated results.
    - d. Substitution request is fully documented and properly submitted.
    - e. Requested substitution will not adversely affect Contractor's construction schedule.

- f. Requested substitution has received necessary approvals of authorities having jurisdiction.
- g. Requested substitution is compatible with other portions of the Work.
- h. Requested substitution has been coordinated with other portions of the Work.
- i. Requested substitution provides specified warranty.
- j. If requested substitution involves more than one (1) contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

PART 3 - EXECUTION (Not Used)

END OF SECTION 012500

SECTION 012600 - CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for handling and processing Contract modifications.
- B. Related Sections:
  - 1. Section 016000 "Product Requirements" for administrative procedures for handling requests for substitutions made after Contract award.

1.3 MINOR CHANGES IN THE WORK

- A. Architect will issue supplemental instructions authorizing minor changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, on AIA Document G710, "Architect's Supplemental Instructions."

1.4 PROPOSAL REQUESTS

- A. Owner-Initiated Proposal Requests: Architect will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
  - 1. Proposal Requests issued by Architect are not instructions either to stop work in progress or to execute the proposed change.
  - 2. Within time specified in Proposal Request or twenty (20) days, when not otherwise specified, after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
    - a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
    - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
    - c. Include costs of labor and supervision directly attributable to the change.
    - d. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
    - e. Quotation Form: Use forms acceptable to Architect.

- B. Contractor-Initiated Proposals: If latent or changed conditions require modifications to the Contract, Contractor may initiate a claim by submitting a request for a change to the Architect.
  - 1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
  - 2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
  - 3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
  - 4. Include costs of labor and supervision directly attributable to the change.
  - 5. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
  - 6. Comply with requirements in Section 012500 "Substitution Procedures" if the proposed change requires substitution of one product or system for product or system specified.
  - 7. Proposal Request Form: Use form acceptable to Architect.

#### 1.5 ADMINISTRATIVE CHANGE ORDERS

- A. Allowance Adjustment: See Section 012100 "Allowances" for administrative procedures for preparation of Change Order Proposal for adjusting the Contract Sum to reflect actual costs of allowances.
- B. Unit Price Adjustment: Refer to Section 012200 "Unit Prices" for administrative procedures for preparation of Change Order Proposal for adjusting the Contract Sum to reflect measured scope of unit price work.

#### 1.6 CHANGE ORDER PROCEDURES

- A. On Owner's approval of a Proposal Request, Architect will issue a Change Order for signatures of Owner and Contractor on AIA Document G701.

#### 1.7 CONSTRUCTION CHANGE DIRECTIVE

- A. Construction Change Directive: Architect may issue a Construction Change Directive on AIA Document G714. Construction Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
  - 1. Construction Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.
- B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.
  - 1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012600



SECTION 012900 - PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements necessary to prepare and process Applications for Payment.

- B. Related Sections:

- 1. Section 012200 "Unit Prices" for administrative requirements governing the use of unit prices.
  - 2. Section 012600 "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.
  - 3. Section 013200 "Construction Progress Documentation" for administrative requirements governing the preparation and submittal of the Contractor's construction schedule.
  - 4. Section 013300 "Submittal Procedures" for administrative requirements governing the preparation and submittal of the submittal schedule.

1.3 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the schedule of values with preparation of Contractor's construction schedule.

- 1. Correlate line items in the schedule of values with other required administrative forms and schedules, including the following:
    - a. Application for Payment forms with continuation sheets.
    - b. Submittal schedule.
    - c. Items required to be indicated as separate activities in Contractor's construction schedule.
  - 2. Submit the schedule of values to Architect at earliest possible date but no later than seven (7) days before the date scheduled for submittal of initial Applications for Payment.

- B. Format and Content: Use the Project Manual table of contents as a guide to establish line items for the schedule of values. Provide at least one (1) line item for each Specification Section.

- 1. Identification: Include the following Project identification on the schedule of values:
    - a. Project name and location.
    - b. Name of Architect.
    - c. Architect's project number.
    - d. Contractor's name and address.



- e. Date of submittal.
- 2. Arrange schedule of values consistent with format of AIA Document G703.
- 3. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with the Project Manual table of contents. Provide multiple line items for principal subcontract amounts in excess of five percent (5%) of Contract Sum.
- 4. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
- 5. Provide a separate line item in the schedule of values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
  - a. Differentiate between items stored on-site and items stored off-site. If required, include evidence of insurance.
- 6. Provide separate line items in the schedule of values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
- 7. Allowances: Provide a separate line item in the schedule of values for each allowance. Show line-item value of unit-cost allowances, as a product of the unit cost, multiplied by measured quantity. Use information indicated in the Contract Documents to determine quantities.
- 8. Each item in the schedule of values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.
  - a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the schedule of values or distributed as general overhead expense, at Contractor's option.
- 9. Schedule Updating: Update and resubmit the schedule of values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

#### 1.4 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment shall be consistent with previous applications and payments as certified by Architect and paid for by Owner.
  - 1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.
- B. Payment Application Times: The date for each progress payment is indicated in the Agreement between Owner and Contractor. The period of construction work covered by each Application for Payment is the period indicated in the Agreement.
- C. Application for Payment Forms: Use AIA Document G702 and AIA Document G703 as form for Applications for Payment.
- D. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Architect will return incomplete applications without action.

1. Entries shall match data on the schedule of values and Contractor's construction schedule. Use updated schedules if revisions were made.
  2. Include amounts for work completed following previous Application for Payment, whether or not payment has been received. Include only amounts for work completed at time of Application for Payment.
  3. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
  4. Indicate separate amounts for work being carried out under Owner-requested project acceleration.
  5. Include updated and approved Contractor's construction schedule, potential Change Order Log and Product Submittal Log.
- E. Stored Materials: Include in Application for Payment amounts applied for materials or equipment purchased or fabricated and stored, but not yet installed. Differentiate between items stored on-site and items stored off-site.
1. Provide certificate of insurance, evidence of transfer of title to Owner, and consent of surety to payment, for stored materials.
  2. Provide supporting documentation that verifies amount requested, such as paid invoices. Match amount requested with amounts indicated on documentation; do not include overhead and profit on stored materials.
  3. Provide summary documentation for stored materials indicating the following:
    - a. Materials previously stored and included in previous Applications for Payment.
    - b. Work completed for this Application utilizing previously stored materials.
    - c. Additional materials stored with this Application.
    - d. Total materials remaining stored, including materials with this Application.
- F. Transmittal: Submit three (3) signed and notarized original copies of each Application for Payment to Architect by a method ensuring receipt within 24 hours. One (1) copy shall include waivers of lien and similar attachments if required.
1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.
- G. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's liens from subcontractors, sub-subcontractors, and suppliers for construction period covered by the previous application.
1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
  2. When an application shows completion of an item, submit conditional final or full waivers.
  3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
  4. Submit final Application for Payment with or preceded by conditional final waivers from every entity involved with performance of the Work covered by the application who is lawfully entitled to a lien.
  5. Waiver Forms: Submit waivers of lien on forms, executed in a manner acceptable to Owner.

- H. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
1. List of subcontractors.
  2. Schedule of values.
  3. Contractor's construction schedule (preliminary if not final).
  4. Products list (preliminary if not final).
  5. Schedule of unit prices.
  6. Submittal schedule (preliminary if not final).
  7. List of Contractor's staff assignments.
  8. List of Contractor's principal consultants.
  9. Copies of building permits.
  10. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
  11. Initial progress report.
  12. Report of preconstruction conference.
  13. Certificates of insurance and insurance policies.
  14. Performance and payment bonds.
  15. Data needed to acquire Owner's insurance.
- I. Application for Payment at Substantial Completion: After issuing the Certificate of Substantial Completion, submit an Application for Payment showing one hundred percent (100%) completion for portion of the Work claimed as substantially complete.
1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
  2. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
- J. Final Payment Application: Submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
1. Evidence of completion of Project closeout requirements.
  2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
  3. Updated final statement, accounting for final changes to the Contract Sum.
  4. AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims."
  5. AIA Document G706A, "Contractor's Affidavit of Release of Liens."
  6. AIA Document G707, "Consent of Surety to Final Payment."
  7. Evidence that claims have been settled.
  8. Final meter readings for utilities, a measured record of stored fuel, and similar data as of date of Substantial Completion or when Owner took possession of and assumed responsibility for corresponding elements of the Work.
  9. Final liquidated damages settlement statement.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012900



SECTION 013100 - PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
  - 1. General project coordination procedures.
  - 2. Administrative and supervisory personnel.
  - 3. Requests for Information (RFIs).
  - 4. Project meetings.
- B. Each contractor shall participate in coordination requirements. Certain areas of responsibility are assigned to a specific contractor.
- C. Related Sections:
  - 1. Section 013200 "Construction Progress Documentation" for preparing and submitting Contractor's construction schedule.
  - 2. Section 017300 "Execution" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.
  - 3. Section 017700 "Closeout Procedures" for coordinating closeout of the Contract.

1.3 DEFINITIONS

- A. RFI: Request from Owner, Architect, or Contractor seeking information from each other during construction.

1.4 COORDINATION

- A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, included in different Sections, that depend on each other for proper installation, connection, and operation.
  - 1. Schedule construction operations in sequence required to obtain the best results where installation of one (1) part of the Work depends on installation of other components, before or after its own installation.
  - 2. Coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair.
  - 3. Make adequate provisions to accommodate items scheduled for later installation.

- B. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.
  - 1. Prepare similar memoranda for Owner and separate Contractors if coordination of their Work is required.
- C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
  - 1. Preparation of Contractor's construction schedule.
  - 2. Preparation of the schedule of values.
  - 3. Installation and removal of temporary facilities and controls.
  - 4. Delivery and processing of submittals.
  - 5. Progress meetings.
  - 6. Pre-installation conferences.
  - 7. Startup and adjustment of systems.
  - 8. Project closeout activities.
- D. Conservation: Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials. Coordinate use of temporary utilities to minimize waste.
  - 1. Salvage materials and equipment involved in performance of, but not actually incorporated into, the Work. Refer to other Sections for disposition of salvaged materials that are designated as Owner's property.

#### 1.5 KEY PERSONNEL

- A. Key Personnel Names: Within fifteen (15) days of starting construction operations, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including home, office, and cellular telephone numbers and email addresses. Provide names, addresses, and telephone numbers of individuals assigned as standbys in the absence of individuals assigned to Project.
  - 1. Post copies of list in project meeting room, in temporary field office, and by each temporary telephone. Keep list current at all times.

#### 1.6 REQUESTS FOR INFORMATION (RFIs)

- A. General: Immediately on discovery of the need for additional information or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified.
  - 1. Architect will return RFIs submitted to Architect by other entities controlled by Contractor with no response.
  - 2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.

- B. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:
1. Project name.
  2. Project number.
  3. Date.
  4. Name of Contractor.
  5. Name of Architect.
  6. RFI number, numbered sequentially.
  7. RFI subject.
  8. Specification Section number and title and related paragraphs, as appropriate.
  9. Drawing number and detail references, as appropriate.
  10. Field dimensions and conditions, as appropriate.
  11. Contractor's suggested resolution. If Contractor's solution(s) impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
  12. Contractor's signature.
  13. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.
    - a. Include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments on attached sketches.
- C. RFI Forms: AIA Document G716 or comparable form.
- D. Architect's Action: Architect will review each RFI, determine action required, and respond. Allow seven (7) working days for Architect's response for each RFI. RFIs received by Architect after 1:00 p.m. will be considered as received the following working day.
1. The following RFIs will be returned without action:
    - a. Requests for approval of submittals.
    - b. Requests for approval of substitutions.
    - c. Requests for coordination information already indicated in the Contract Documents.
    - d. Requests for adjustments in the Contract Time or the Contract Sum.
    - e. Requests for interpretation of Architect's actions on submittals.
    - f. Incomplete RFIs or inaccurately prepared RFIs.
  2. Architect's action may include a request for additional information, in which case Architect's time for response will date from time of receipt of additional information.
  3. Architect's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Section 012600 "Contract Modification Procedures."
    - a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect in writing within ten (10) days of receipt of the RFI response.



- E. On receipt of Architect's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Architect within seven (7) days if Contractor disagrees with response.
- F. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log weekly. Include the following:
  - 1. Project name.
  - 2. Name and address of Contractor.
  - 3. Name and address of Architect.
  - 4. RFI number including RFIs that were dropped and not submitted.
  - 5. RFI description.
  - 6. Date the RFI was submitted.
  - 7. Date Architect's response was received.
  - 8. Identification of related Minor Change in the Work, Construction Change Directive, and Proposal Request, as appropriate.

#### 1.7 PROJECT MEETINGS

- A. General: Schedule and conduct meetings and conferences at Project site, unless otherwise indicated.
  - 1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Architect of scheduled meeting dates and times.
  - 2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
  - 3. Minutes: General Contractor or Construction Manager is responsible for recording significant discussions and agreements achieved. General Contractor or Construction Manager is also responsible for distributing the meeting minutes to everyone concerned including Owner and Architect, within three (3) days of the meeting.
- B. Preconstruction/Preinstallation Conference: Schedule and conduct a preconstruction conference before starting construction, at a time convenient to Owner and Architect, but no later than fifteen (15) days after execution of the Agreement.
  - 1. Conduct the conference to review responsibilities and personnel assignments.
  - 2. Attendees: Authorized representatives of Owner, Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
  - 3. Agenda: Discuss items of significance that could affect progress, including the following:
    - a. Tentative construction schedule.
    - b. Phasing.
    - c. Critical work sequencing and long-lead items.
    - d. Designation of key personnel and their duties.
    - e. Lines of communications.
    - f. Procedures for processing field decisions and Change Orders.
    - g. Procedures for RFIs.
    - h. Procedures for testing and inspecting.
    - i. Procedures for processing Applications for Payment.

- j. Distribution of the Contract Documents.
  - k. Submittal procedures.
  - l. Preparation of record documents.
  - m. Work restrictions.
  - n. Working hours.
  - o. Owner's occupancy requirements.
  - p. Responsibility for temporary facilities and controls.
  - q. Procedures for moisture and mold control.
  - r. Procedures for disruptions and shutdowns.
  - s. Parking availability.
  - t. Office, work, and storage areas.
  - u. Equipment deliveries and priorities.
  - v. First aid.
  - w. Security.
  - x. Progress cleaning.
  - y. **Refer to Section 070150.19 "Preparation for Reroofing" for additional items.**
4. Minutes: General Contractor or Construction Manager is responsible for recording and distributing meeting minutes.
- C. Progress Meetings: Conduct progress meetings at biweekly intervals.
- 1. Coordinate dates of meetings with preparation of payment requests.
  - 2. Attendees: In addition to representatives of Owner and Architect, each Contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
  - 3. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
    - a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
      - 1) Review schedule for next period.
    - b. Review present and future needs of each entity present, including the following:
      - 1) Interface requirements.
      - 2) Sequence of operations.
      - 3) Status of submittals.
      - 4) Deliveries.
      - 5) Off-site fabrication.
      - 6) Access.
      - 7) Site utilization.
      - 8) Temporary facilities and controls.

- 9) Progress cleaning.
  - 10) Quality and work standards.
  - 11) Status of correction of deficient items.
  - 12) Field observations.
  - 13) Status of RFIs.
  - 14) Status of proposal requests.
  - 15) Pending changes.
  - 16) Status of Change Orders.
  - 17) Pending claims and disputes.
  - 18) Documentation of information for payment requests.
4. Minutes: General Contractor or Construction Manager is responsible for recording and distributing meeting minutes.
- a. Schedule Updating: Revise Contractor's construction schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013100

SECTION 013200 - CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:
  - 1. Contractor's construction schedule.
  - 2. Daily construction reports.
  - 3. Material location reports.
  - 4. Field condition reports.
- B. Related Sections:
  - 1. Section 013300 "Submittal Procedures" for submitting schedules and reports.
  - 2. Section 014000 "Quality Requirements" for submitting a schedule of tests and inspections.

1.3 DEFINITIONS

- A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction project. Activities included in a construction schedule consume time and resources.
  - 1. Critical Activity: An activity on the critical path that must start and finish on the planned early start and finish times.
  - 2. Predecessor Activity: An activity that precedes another activity in the network.
  - 3. Successor Activity: An activity that follows another activity in the network.
- B. Cost Loading: The allocation of the schedule of values for the completion of an activity as scheduled. The sum of costs for all activities must equal the total Contract Sum, unless otherwise approved by Architect.
- C. Critical Path: The longest connected chain of interdependent activities through the network schedule that establishes the minimum overall Project duration and contains no float.
- D. Event: The starting or ending point of an activity.
- E. Float: The measure of leeway in starting and completing an activity.
  - 1. Float time is not for the exclusive use or benefit of either Owner or Contractor, but is a jointly owned, expiring Project resource available to both parties as needed to meet schedule milestones and Contract completion date.

2. Free float is the amount of time an activity can be delayed without adversely affecting the early start of the successor activity.
3. Total float is the measure of leeway in starting or completing an activity without adversely affecting the planned Project completion date.

- F. Resource Loading: The allocation of manpower and equipment necessary for the completion of an activity as scheduled.

#### 1.4 INFORMATIONAL SUBMITTALS

- A. Format for Submittals: Submit required submittals in the following format:

1. PDF electronic file.

- B. Contractor's Construction Schedule: Initial schedule, of size required to display entire schedule for entire construction period.

1. Submit a working electronic copy of schedule, using software indicated, and labeled to comply with requirements for submittals. Include type of schedule (initial or updated) and date on label.

- C. Daily Construction Reports: Submit at weekly intervals.

- D. Material Location Reports: Submit at weekly intervals.

- E. Field Condition Reports: Submit at time of discovery of differing conditions.

#### 1.5 QUALITY ASSURANCE

- A. Prescheduling Conference: Conduct conference at Project site to comply with requirements in Section 013100 "Project Management and Coordination." Review methods and procedures related to the Contractor's construction schedule, including, but not limited to, the following:

1. Review software limitations and content and format for reports.
2. Discuss constraints, including phasing, work stages and area separations.
3. Review delivery dates for Owner-furnished products.
4. Review schedule for work of Owner's separate contracts.
5. Review time required for review of submittals and resubmittals.
6. Review requirements for tests and inspections by independent testing and inspecting agencies.
7. Review time required for completion and startup procedures.
8. Review and finalize list of construction activities to be included in schedule.
9. Review submittal requirements and procedures.
10. Review procedures for updating schedule.

#### 1.6 COORDINATION

- A. Coordinate preparation and processing of schedules and reports with performance of construction activities and with scheduling and reporting of separate contractors.

- B. Coordinate Contractor's construction schedule with the schedule of values, list of subcontracts, submittal schedule, progress reports, payment requests, and other required schedules and reports.
  - 1. Secure time commitments for performing critical elements of the Work from entities involved.
  - 2. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.

## PART 2 - PRODUCTS

### 2.1 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL

- A. Time Frame: Extend schedule from date established for the Notice to Proceed to date of Substantial Completion.
  - 1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.
- B. Activities: Treat each story or separate area as a separate numbered activity for each principal element of the Work. Comply with the following:
  - 1. Activity Duration: Define activities so no activity is longer than twenty (20) days, unless specifically allowed by Architect.
  - 2. Procurement Activities: Include procurement process activities for the following long lead items and major items, requiring a cycle of more than sixty (60) days, as separate activities in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.
  - 3. Submittal Review Time: Include review and resubmittal times indicated in Section 013300 "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's construction schedule with submittal schedule.
  - 4. Startup and Testing Time: Include not less than fifteen (15) days for startup and testing.
  - 5. Substantial Completion: Indicate completion in advance of date established for Substantial Completion and allow time for Architect's administrative procedures necessary for certification of Substantial Completion.
  - 6. Punch List and Final Completion: Include not more than thirty (30) days for punch list and final completion.
- C. Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule and show how the sequence of the Work is affected.
  - 1. Phasing: Arrange list of activities on schedule by phase.
  - 2. Work Restrictions: Show the effect of the following items on the schedule:
    - a. Coordination with existing construction.
    - b. Uninterruptible services.
    - c. Use of premises restrictions.
    - d. Provisions for future construction.
    - e. Seasonal variations.
    - f. Environmental control.

3. Work Stages: Indicate important stages of construction for each major portion of the Work, including, but not limited to, the following:
    - a. Subcontract awards.
    - b. Submittals.
    - c. Purchases.
    - d. Fabrication.
    - e. Sample testing.
    - f. Deliveries.
    - g. Installation.
    - h. Tests and inspections.
    - i. Adjusting.
    - j. Startup and placement into final use and operation.
  4. Construction Areas: Identify each major area of construction for each major portion of the Work. Indicate where each construction activity within a major area must be sequenced or integrated with other construction activities to provide for the following:
    - a. Completion of mechanical installation.
    - b. Completion of electrical installation.
    - c. Substantial Completion.
- D. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, Substantial Completion, and final completion.
- E. Cost Correlation: At the head of schedule, provide a cost correlation line, indicating planned and actual costs. On the line, show dollar volume of the Work performed as of dates used for preparation of payment requests.
1. Refer to Section 012900 "Payment Procedures" for cost reporting and payment procedures.
- F. Upcoming Work Summary: Prepare summary report indicating activities scheduled to occur or commence prior to submittal of next schedule update. Summarize the following issues:
1. Unresolved issues.
  2. Unanswered RFIs.
  3. Rejected or unreturned submittals.
  4. Notations on returned submittals.
- G. Recovery Schedule: When periodic update indicates the Work is fourteen (14) or more calendar days behind the current approved schedule, submit a separate recovery schedule indicating means by which Contractor intends to regain compliance with the schedule. Indicate changes to working hours, working days, crew sizes, and equipment required to achieve compliance, and date by which recovery will be accomplished.
- H. Computer Scheduling Software: Prepare schedules using current version of a program that has been developed specifically to manage construction schedules.

2.2 CONTRACTOR'S CONSTRUCTION SCHEDULE (GANTT CHART)

- A. Gantt-Chart Schedule: Submit a comprehensive, fully developed, horizontal Gantt-chart-type, Contractor's construction schedule within seven (7) days of date established for the Notice to Proceed.
- B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line.
  - 1. For construction activities that require three months or longer to complete, indicate an estimated completion percentage in ten percent (10%) increments within time bar.

2.3 REPORTS

- A. Daily Construction Reports: Prepare a daily construction report recording the following information concerning events at Project site:
  - 1. List of subcontractors at Project site.
  - 2. List of separate contractors at Project site.
  - 3. Approximate count of personnel at Project site.
  - 4. Equipment at Project site.
  - 5. Material deliveries.
  - 6. High and low temperatures and general weather conditions, including presence of rain or snow.
  - 7. Accidents.
  - 8. Meetings and significant decisions.
  - 9. Stoppages, delays, shortages, and losses.
  - 10. Meter readings and similar recordings.
  - 11. Emergency procedures.
  - 12. Orders and requests of authorities having jurisdiction.
  - 13. Change Orders received and implemented.
  - 14. Construction Change Directives received and implemented.
  - 15. Services connected and disconnected.
  - 16. Equipment or system tests and startups.
  - 17. Partial completions and occupancies.
  - 18. Substantial Completions authorized.
- B. Material Location Reports: At weekly intervals, prepare and submit a comprehensive list of materials delivered to and stored at Project site. List shall be cumulative, showing materials previously reported plus items recently delivered. Include with list a statement of progress on and delivery dates for materials or items of equipment fabricated or stored away from Project site.
- C. Field Condition Reports: Immediately on discovery of a difference between field conditions and the Contract Documents, prepare and submit a detailed report. Submit with a Request for Information. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.



PART 3 - EXECUTION

3.1 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Contractor's Construction Schedule Updating: At monthly intervals, update schedule to reflect actual construction progress and activities. Issue schedule one (1) week before each regularly scheduled progress meeting.
  - 1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
  - 2. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
  - 3. As the Work progresses, indicate final completion percentage for each activity.
- B. Distribution: Distribute copies of approved schedule to Architect, Construction Administrator, Owner, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.
  - 1. Post copies in Project meeting rooms and temporary field offices.
  - 2. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

END OF SECTION 013200

SECTION 013233 - PHOTOGRAPHIC DOCUMENTATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for the following:
  - 1. Periodic construction photographs.
- B. Related Sections:
  - 1. Section 013300 "Submittal Procedures" for submitting photographic documentation.
  - 2. Section 017700 "Closeout Procedures" for submitting photographic documentation as project record documents at Project closeout.

PART 2 - PRODUCTS

2.1 PHOTOGRAPHIC MEDIA

- A. Digital Images: Provide images in JPG format, produced by a digital camera with minimum sensor size of eight (8) megapixels, and at an image resolution of not less than 1600 by 1200 pixels and 400 dpi.

PART 3 - EXECUTION

3.1 CONSTRUCTION PHOTOGRAPHS

- A. General: Take photographs using the maximum range of depth of field, and that are in focus, to clearly show the Work. Photographs with blurry or out-of-focus areas will not be accepted.
  - 1. Maintain key plan with each set of construction photographs that identifies each photographic location.
- B. Digital Images: Submit digital images exactly as originally recorded in the digital camera, without alteration, manipulation, editing, or modifications using image-editing software.
  - 1. Date and Time: Include date and time in file name for each image.
  - 2. Field Office Images: Maintain one (1) set of images accessible in the field office at Project site, available at all times for reference. Identify images in the same manner as those submitted to Architect.

- C. Periodic Construction Photographs: Take eighteen to twenty (18-20) photographs weekly, with timing each month adjusted to coincide with the cutoff date associated with each Application for Payment. Select vantage points to show status of construction and progress since last photographs were taken.
- D. Additional Photographs: Architect may request photographs in addition to periodic photographs specified.
  - 1. In emergency situations, take additional photographs within 24 hours of request.
  - 2. Circumstances that could require additional photographs include, but are not limited to, the following:
    - a. Immediate follow-up when on-site events result in construction damage or losses.
    - b. Substantial Completion of a major phase or component of the Work.

END OF SECTION 013233

SECTION 013300 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes requirements for the submittal schedule and administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.
- B. Related Sections:
  - 1. Section 012900 "Payment Procedures" for submitting Applications for Payment and the schedule of values.
  - 2. Section 013200 "Construction Progress Documentation" for submitting schedules and reports, including Contractor's construction schedule.
  - 3. Section 017823 "Operation and Maintenance Data" for submitting operation and maintenance manuals.
  - 4. Section 017839 "Project Record Documents" for submitting record Drawings, record Specifications, and record Product Data.

1.3 DEFINITIONS

- A. Action Submittals: Written and graphic information and physical samples that require Architect's responsive action. Action submittals are those submittals indicated in individual Specification Sections as action submittals.
- B. Informational Submittals: Written and graphic information and physical samples that do not require Architect's responsive action. Submittals may be rejected for not complying with requirements. Informational submittals are those submittals indicated in individual Specification Sections as informational submittals.
- C. File Transfer Protocol (FTP): Communications protocol that enables transfer of files to and from another computer over a network and that serves as the basis for standard Internet protocols. An FTP site is a portion of a network located outside of network firewalls within which internal and external users are able to access files.
- D. Portable Document Format (PDF): An open standard file format licensed by Adobe Systems used for representing documents in a device-independent and display resolution-independent fixed-layout document format.

1.4 ACTION SUBMITTALS

- A. Submittal Schedule: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making

corrections or modifications to submittals noted by the Architect and additional time for handling and reviewing submittals required by those corrections.

1. Coordinate submittal schedule with list of subcontracts, the schedule of values, and Contractor's construction schedule.
2. Submit concurrently with Contractor's construction schedule. Include submittals required during the first sixty (60) days of construction. List those submittals required to maintain orderly progress of the Work and those required early because of long lead time for manufacture or fabrication.
3. Format: Arrange the following information in a tabular format:
  - a. Scheduled date for first submittal.
  - b. Specification Section number and title.
  - c. Submittal Category: Action, informational.
  - d. Name of subcontractor.
  - e. Description of the Work covered.
  - f. Scheduled date for Architect's final release or approval.
  - g. Scheduled dates for purchasing.
  - h. Scheduled dates for installation.

#### 1.5 SUBMITTAL ADMINISTRATIVE REQUIREMENTS

- A. Architect's Digital Data Files: Electronic copies of CAD Drawings of the Contract Drawings will **not** be provided by Architect for Contractor's use in preparing submittals unless requested and Architect's user agreement properly completed.
- B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
  1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
  2. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.
  3. Submit action submittals and informational submittals required by the same Specification Section as separate packages under separate transmittals.
  4. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
    - a. Architect reserve the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- C. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
  1. Initial Review: Allow seven (7) 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. Resubmittal Review: Allow five (5) days for review of each resubmittal.
  3. Sequential Review: Where sequential review of submittals by Architect's consultants, Owner, or other parties is indicated, allow seven (7) days for initial review of each submittal.
- D. Identification and Information: Place a permanent label or title block on each paper copy submittal item for identification.
1. Indicate name of firm or entity that prepared each submittal on label or title block.
  2. Provide a space on label or beside title block to record Contractor's review and approval markings and action taken by Architect.
  3. Include the following information for processing and recording action taken:
    - a. Project name.
    - b. Date.
    - c. Name of Architect.
    - d. Name of Contractor.
    - e. Name of subcontractor.
    - f. Name 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., 061000.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., 061000.01.A).
- E. Identification and Information: Identify and incorporate information in each electronic submittal file as follows:
1. Assemble complete submittal package into a single indexed file with links enabling navigation to each item.
  2. Name file with submittal number or other unique identifier, including revision identifier.
    - a. File name shall use project identifier and Specification Section number followed by a decimal point and then a sequential number (e.g., LNHS-061000.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., LNHS-061000.01.A).
  3. Provide means for insertion to permanently record Contractor's review and approval markings and action taken by Architect.
  4. Include the following information on an inserted cover sheet:
    - a. Project name.
    - b. Date.
    - c. Name and address of Architect.

- d. Name of Contractor.
  - e. Name of firm or entity that prepared submittal.
  - f. Name of subcontractor.
  - g. Name of supplier.
  - h. Name of manufacturer.
  - 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. Related physical samples submitted directly.
  - m. Other necessary identification.
5. Include the following information as keywords in the electronic file metadata:
- a. Project name.
  - b. Number and title of appropriate Specification Section.
  - c. Manufacturer name.
  - d. Product name.
- F. Options: Identify options requiring selection by the Architect.
- G. Deviations: Identify deviations from the Contract Documents on submittals.
- H. Additional Paper 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.
- I. Transmittal: Assemble 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: Provide locations on form for the following information:
- a. Project name.
  - b. Date.
  - c. Destination (To:).
  - d. Source (From:).
  - e. Names of subcontractor, manufacturer, and supplier.
  - f. Category and type of submittal.
  - g. Submittal purpose and description.
  - h. Specification Section number and title.
  - i. Indication of full or partial submittal.
  - j. Drawing number and detail references, as appropriate.
  - k. Transmittal number, numbered consecutively.
  - l. Submittal and transmittal distribution record.
  - m. Remarks.
  - n. Signature of transmitter.
2. On an attached separate sheet, prepared on Contractor's letterhead, record relevant information, requests for data, revisions other than those requested by Architect on previous submittals, and deviations from requirements in the Contract Documents,

including minor variations and limitations. Include same identification information as related submittal.

- J. 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 with approval notation from Architect's action stamp.
- K. 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.
- L. Use for Construction: Use only final submittals that are marked with approval notation from Architect's action stamp.

## PART 2 - PRODUCTS

### 2.1 SUBMITTAL PROCEDURES

- A. General Submittal Procedure Requirements: Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.
  - 1. Submit electronic submittals via email as PDF electronic files.
    - a. Architect will return annotated file. Annotate and retain one (1) copy of file as an electronic Project record document file.
  - 2. Closeout Submittals and Maintenance Material Submittals: Comply with requirements specified in Section 017700 "Closeout Procedures."
  - 3. Certificates and Certifications Submittals: Provide a 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.
    - a. Provide a digital signature with digital certificate on electronically submitted certificates and certifications where indicated.
    - b. Provide a notarized statement on original paper copy certificates and certifications where indicated.
  - 4. Test and Inspection Reports Submittals: Comply with requirements specified in Section 014000 "Quality Requirements."
- 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 published 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 catalog cuts.
    - b. Manufacturer's product specifications.
    - c. Standard color charts.
    - d. Statement of compliance with specified referenced standards.
    - e. Testing by recognized testing agency.
    - f. Application of testing agency labels and seals.
    - g. Notation of coordination requirements.
    - h. Availability and delivery time information.
  4. For equipment, include the following in addition to the above, as applicable:
    - a. Wiring diagrams showing factory-installed wiring.
    - b. Printed performance curves.
    - c. Operational range diagrams.
    - d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.
  5. Submit Product Data before or concurrent with Samples.
- C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.
1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
    - a. Identification of products.
    - b. Schedules.
    - c. Compliance with specified standards.
    - d. Notation of coordination requirements.
    - e. Notation of dimensions established by field measurement.
    - f. Relationship and attachment to adjoining construction clearly indicated.
    - g. Seal and signature of professional engineer if specified.
  2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8½ by 11 inches but no larger than 30 by 42 inches.
- 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 (1) 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 applicable 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.
  - a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.
  - b. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.
- E. Product Schedule: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:
  - 1. Type of product. Include unique identifier for each product indicated in the Contract Documents.
  - 2. Manufacturer and product name, and model number if applicable.
  - 3. Number and name of room or space.
  - 4. Location within room or space.
- F. Contractor's Construction Schedule: Comply with requirements specified in Section 013200 "Construction Progress Documentation."
- G. Application for Payment: Comply with requirements specified in Section 012900 "Payment Procedures."
- H. Schedule of Values: Comply with requirements specified in Section 012900 "Payment Procedures."
- I. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:
  - 1. Name, address, and telephone number of entity performing subcontract or supplying products.
  - 2. Number and title of related Specification Section(s) covered by subcontract.
  - 3. Drawing number and detail references, as appropriate, covered by subcontract.
- J. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of Architects and Owners, and other information specified.
- K. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification and Procedure Qualification Record on American Welding Society (AWS) forms. Include names of firms and personnel certified.

- L. Installer Certificates: Submit 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.
- M. Manufacturer Certificates: Submit written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
- N. Product Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
- O. Material Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.
- P. Material Test Reports: Submit 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.
- Q. Product Test Reports: Submit 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.
- R. Research Reports: Submit written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:
  - 1. Name of evaluation organization.
  - 2. Date of evaluation.
  - 3. Time period when report is in effect.
  - 4. Product and manufacturers' names.
  - 5. Description of product.
  - 6. Test procedures and results.
  - 7. Limitations of use.
- S. Schedule of Tests and Inspections: Comply with requirements specified in Section 014000 "Quality Requirements."
- T. Preconstruction Test Reports: Submit 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.
- U. Compatibility Test Reports: Submit 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.
- V. Field Test Reports: Submit reports 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.

- W. Maintenance Data: Comply with requirements specified in Section 017823 "Operation and Maintenance Data."

### PART 3 - EXECUTION

#### 3.1 CONTRACTOR'S REVIEW

- A. Action and Informational Submittals: 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. Project Closeout and Maintenance/Material Submittals: Refer to requirements in Section 017700 "Closeout Procedures."
- C. 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.

#### 3.2 ARCHITECT'S ACTION

- A. General: Architect will not review submittals that do not bear Contractor's approval stamp and will return them without action.
- B. Action Submittals: Architect will review each submittal, make marks to indicate corrections or modifications required, and return it. Architect will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action.
- 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 prepared for a portion of the Work will be reviewed when use of partial submittals has received prior approval from Architect.
- E. Incomplete submittals are not acceptable, will be considered nonresponsive, and will be returned without review.
- F. Submittals not required by the Contract Documents may not be reviewed and may be discarded.

END OF SECTION 013300



## SECTION 014000 - QUALITY REQUIREMENTS

## PART 1 - GENERAL

## 1.1 RELATED DOCUMENTS

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

## 1.2 SUMMARY

- A. Section includes administrative and procedural requirements for quality assurance and quality control.
- B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
  - 1. Specific quality-assurance and -control requirements for individual work results are specified in their respective Specification Sections. Requirements in individual Sections may also cover production of standard products.
  - 2. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and quality-control procedures that facilitate compliance with the Contract Document requirements.
  - 3. Requirements for Contractor to provide quality-assurance and quality-control services required by Architect, Owner, or authorities having jurisdiction are not limited by provisions of this Section.
- C. Related Sections:
  - 1. Divisions 02 through 49 Sections for specific test and inspection requirements.

## 1.3 DEFINITIONS

- A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.
- B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Contractor's quality-control services do not include contract enforcement activities performed by Architect.
- C. Preconstruction Testing: Tests and inspections performed specifically for the Project before products and materials are incorporated into the Work, to verify performance or compliance with specified criteria.
- D. Product Tests: Tests and inspections that are performed by a nationally recognized testing laboratory (NRTL) according to 29 CFR 1910.7, by a testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program (NVLAP), or by a testing agency

qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with specified requirements.

- E. Source Quality-Control Tests: Tests and inspections that are performed at the source; for example, plant, mill, factory, or shop.
- F. Field Quality-Control Tests: Tests and inspections that are performed on-site for installation of the Work and for completed Work.
- G. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.
- H. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.
  - 1. Use of trade-specific terminology in referring to a trade or entity does not require that certain construction activities be performed by accredited or unionized individuals, or that requirements specified apply exclusively to specific trade or trades.
- I. Experienced: When used with an entity or individual, "experienced" unless otherwise further described means having successfully completed a minimum of five (5) previous projects similar in nature, size, and extent to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

#### 1.4 CONFLICTING REQUIREMENTS

- A. Conflicting Standards and Other Requirements: If compliance with two (2) or more standards or requirements are specified and the standards or requirements establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer conflicting requirements that are different, but apparently equal, to Architect for direction before proceeding.
- B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision before proceeding.

#### 1.5 INFORMATIONAL SUBMITTALS

- A. Contractor's Statement of Responsibility: When required by authorities having jurisdiction, submit copy of written statement of responsibility submitted to authorities having jurisdiction before starting work on the following systems.
  - 1. Seismic-force-resisting system, designated seismic system, or component listed in the Statement of Special Inspections.
  - 2. Main wind-force-resisting system or a wind-resisting component listed in the Statement of Special Inspections.

- B. Testing Agency Qualifications: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.
- C. Schedule of Tests and Inspections: Prepare in tabular form and include the following:
  - 1. Specification Section number and title.
  - 2. Entity responsible for performing tests and inspections.
  - 3. Description of test and inspection.
  - 4. Identification of applicable standards.
  - 5. Identification of test and inspection methods.
  - 6. Number of tests and inspections required.
  - 7. Time schedule or time span for tests and inspections.
  - 8. Requirements for obtaining samples.
  - 9. Unique characteristics of each quality-control service.
- D. Reports: Prepare and submit certified written reports and documents as specified.
- E. Permits, Licenses, and Certificates: For Owner's record, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents established for compliance with standards and regulations bearing on performance of the Work.

## 1.6 REPORTS AND DOCUMENTS

- A. Test and Inspection Reports: Prepare and submit certified written reports specified in other Sections. Include the following:
  - 1. Date of issue.
  - 2. Project title and number.
  - 3. Name, address, and telephone number of testing agency.
  - 4. Dates and locations of samples and tests or inspections.
  - 5. Names of individuals making tests and inspections.
  - 6. Description of the Work and test and inspection method.
  - 7. Identification of product and Specification Section.
  - 8. Complete test or inspection data.
  - 9. Test and inspection results and an interpretation of test results.
  - 10. Record of temperature and weather conditions at time of sample taking and testing and inspecting.
  - 11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
  - 12. Name and signature of laboratory inspector.
  - 13. Recommendations on retesting and reinspecting.
- B. Manufacturer's Technical Representative's Field Reports: Prepare written information documenting manufacturer's technical representative's tests and inspections specified in other Sections. Include the following:
  - 1. Name, address, and telephone number of technical representative making report.
  - 2. Statement on condition of substrates and their acceptability for installation of product.
  - 3. Statement that products at Project site comply with requirements.



4. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
  5. Results of operational and other tests and a statement of whether observed performance complies with requirements.
  6. Statement whether conditions, products, and installation will affect warranty.
  7. Other required items indicated in individual Specification Sections.
- C. Factory-Authorized Service Representative's Reports: Prepare written information documenting manufacturer's factory-authorized service representative's tests and inspections specified in other Sections. Include the following:
1. Name, address, and telephone number of factory-authorized service representative making report.
  2. Statement that equipment complies with requirements.
  3. Results of operational and other tests and a statement of whether observed performance complies with requirements.
  4. Statement whether conditions, products, and installation will affect warranty.
  5. Other required items indicated in individual Specification Sections.

#### 1.7 QUALITY ASSURANCE

- A. General: Qualifications paragraphs in this article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.
- B. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units. As applicable, procure products from manufacturers able to meet qualification requirements, warranty requirements, and technical or factory-authorized service representative requirements.
- C. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- D. Installer Qualifications: A firm or individual experienced in installing, erecting, applying, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.
- E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that are similar in material, design, and extent to those indicated for this Project.
- F. Specialists: Certain Specification Sections require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.
1. Requirements of authorities having jurisdiction shall supersede requirements for specialists.

- G. Testing Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspecting indicated, as documented according to ASTM E 329; and with additional qualifications specified in individual Sections; and where required by authorities having jurisdiction, that is acceptable to authorities.
- H. Manufacturer's Technical Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to observe and inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- I. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

## 1.8 QUALITY CONTROL

- A. Owner Responsibilities: Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.
  - 1. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspecting they are engaged to perform.
  - 2. Costs for retesting and reinspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor, and the Contract Sum will be adjusted by Change Order.
  - 3. Costs for testing that is cancelled will be charged to the Contractor, and the Contract Sum will be adjusted by Change Order.
- B. Contractor Responsibilities: Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Perform additional quality-control activities, whether specified or not, to verify that the Work complies with requirements.
  - 1. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.
  - 2. Engage a qualified testing agency to perform these quality-control services.
    - a. Contractor shall not employ same entity engaged by Owner, unless agreed to in writing by Owner.
  - 3. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspecting will be performed.
  - 4. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
  - 5. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
  - 6. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.

- C. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Section 013300 "Submittal Procedures."
- D. Manufacturer's Technical Services: Where indicated, engage a manufacturer's technical representative to observe and inspect the Work. Manufacturer's technical representative's services include participation in preinstallation conferences, examination of substrates and conditions, verification of materials, observation of Installer activities, inspection of completed portions of the Work, and submittal of written reports.
- E. Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.
- F. Testing Agency Responsibilities: Cooperate with Architect and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
  - 1. Notify Architect and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
  - 2. Determine the location from which test samples will be taken and in which in-situ tests are conducted.
  - 3. Conduct and interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
  - 4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
  - 5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
  - 6. Do not perform any duties of Contractor.
- G. Associated Contractor Services: Cooperate with agencies and representatives performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
  - 1. Access to the Work.
  - 2. Incidental labor and facilities necessary to facilitate tests and inspections.
  - 3. Adequate quantities of representative samples of materials that require testing and inspection. Assist agency in obtaining samples.
  - 4. Facilities for storage and field curing of test samples.
  - 5. Delivery of samples to testing agencies.
  - 6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
  - 7. Security and protection for samples and for testing and inspecting equipment at Project site.
- H. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and quality-control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.
  - 1. Schedule times for tests, inspections, obtaining samples, and similar activities.

## 1.9 SPECIAL TESTS AND INSPECTIONS

- A. Special Tests and Inspections: Conducted by a qualified testing agency as required by authorities having jurisdiction, as indicated in individual Specification Sections, and as follows:
1. Verifying that manufacturer maintains detailed fabrication and quality-control procedures and reviewing the completeness and adequacy of those procedures to perform the Work.
  2. Notifying Architect and Contractor promptly of irregularities and deficiencies observed in the Work during performance of its services.
  3. Submitting a certified written report of each test, inspection, and similar quality-control service to Architect, Contractor and to authorities having jurisdiction.
  4. Submitting a final report of special tests and inspections at Substantial Completion, which includes a list of unresolved deficiencies.
  5. Interpreting tests and inspections and stating in each report whether tested and inspected work complies with or deviates from the Contract Documents.
  6. Retesting and reinspecting corrected work.

## PART 2 - PRODUCTS (Not Used)

## PART 3 - EXECUTION

### 3.1 TEST AND INSPECTION LOG

- A. Prepare a record of tests and inspections. Include the following:
1. Date test or inspection was conducted.
  2. Description of the Work tested or inspected.
  3. Date test or inspection results were transmitted to Architect.
  4. Identification of testing agency or special inspector conducting test or inspection.
- B. Maintain log at Project site. Post changes and modifications as they occur. Provide access to test and inspection log for Architect's reference during normal working hours.
1. Submit log at Project closeout as part of Project Record Documents.

### 3.2 REPAIR AND PROTECTION

- A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
1. Provide materials and comply with installation requirements specified in other Specification Sections or matching existing substrates and finishes. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible. Comply with the Contract Document requirements for cutting and patching in Section 017300 "Execution."
- B. Protect construction exposed by or for quality-control service activities.
- C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 014000

## SECTION 014200 - REFERENCES

## PART 1 - GENERAL

## 1.1 RELATED DOCUMENTS

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

## 1.2 DEFINITIONS

- A. General: Basic Contract definitions are included in the Conditions of the Contract.
- B. "Approved": When used to convey Architect's action on Contractor's submittals, applications, and requests, "approved" is limited to Architect's duties and responsibilities as stated in the Conditions of the Contract.
- C. "Directed": A command or instruction by Architect. Other terms including "requested," "authorized," "selected," "required," and "permitted" have the same meaning as "directed."
- D. "Indicated": Requirements expressed by graphic representations or in written form on Drawings, in Specifications, and in other Contract Documents. Other terms including "shown," "noted," "scheduled," and "specified" have the same meaning as "indicated."
- E. "Regulations": Laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the Work.
- F. "Furnish": Supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.
- G. "Install": Unload, temporarily store, unpack, assemble, erect, place, anchor, apply, work to dimension, finish, cure, protect, clean, and similar operations at Project site.
- H. "Provide": Furnish and install, complete and ready for the intended use.
- I. "Project Site": Space available for performing construction activities. The extent of Project site is shown on Drawings and may or may not be identical with the description of the land on which Project is to be built.

## 1.3 INDUSTRY STANDARDS

- A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.
- B. Publication Dates: Comply with standards in effect as of date of the Contract Documents unless otherwise indicated.

1. For standards referenced by applicable building codes, comply with dates of standards as listed in building codes.
- C. Copies of Standards: Each entity engaged in construction on Project should be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.
1. Where copies of standards are needed to perform a required construction activity, obtain copies directly from publication source.

#### 1.4 ABBREVIATIONS AND ACRONYMS

- A. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities indicated in Gale's "Encyclopedia of Associations: National Organizations of the U.S." or in Columbia Books' "National Trade & Professional Associations of the United States."

1. AABC - Associated Air Balance Council; [www.aabc.com](http://www.aabc.com).
2. AAMA - American Architectural Manufacturers Association; [www.aamanet.org](http://www.aamanet.org).
3. AAPFCO - Association of American Plant Food Control Officials; [www.aapfco.org](http://www.aapfco.org).
4. AASHTO - American Association of State Highway and Transportation Officials; [www.transportation.org](http://www.transportation.org).
5. AATCC - American Association of Textile Chemists and Colorists; [www.aatcc.org](http://www.aatcc.org).
6. ABMA - American Bearing Manufacturers Association; [www.americanbearings.org](http://www.americanbearings.org).
7. ABMA - American Boiler Manufacturers Association; [www.abma.com](http://www.abma.com).
8. ACI - American Concrete Institute; (Formerly: ACI International); [www.concrete.org](http://www.concrete.org).
9. ACPA - American Concrete Pipe Association; [www.concrete-pipe.org](http://www.concrete-pipe.org).
10. AEIC - Association of Edison Illuminating Companies, Inc. (The); [www.aeic.org](http://www.aeic.org).
11. AF&PA - American Forest & Paper Association; [www.afandpa.org](http://www.afandpa.org).
12. AGA - American Gas Association; [www.aga.org](http://www.aga.org).
13. AHAM - Association of Home Appliance Manufacturers; [www.aham.org](http://www.aham.org).
14. AHRI - Air-Conditioning, Heating, and Refrigeration Institute (The); [www.ahrinet.org](http://www.ahrinet.org).
15. AI - Asphalt Institute; [www.asphaltinstitute.org](http://www.asphaltinstitute.org).
16. AIA - American Institute of Architects (The); [www.aia.org](http://www.aia.org).
17. AISC - American Institute of Steel Construction; [www.aisc.org](http://www.aisc.org).
18. AISI - American Iron and Steel Institute; [www.steel.org](http://www.steel.org).
19. AITC - American Institute of Timber Construction; [www.aitc-glulam.org](http://www.aitc-glulam.org).
20. AMCA - Air Movement and Control Association International, Inc.; [www.amca.org](http://www.amca.org).
21. ANSI - American National Standards Institute; [www.ansi.org](http://www.ansi.org).
22. AOSA - Association of Official Seed Analysts, Inc.; [www.aosaseed.com](http://www.aosaseed.com).
23. APA - APA - The Engineered Wood Association; [www.apawood.org](http://www.apawood.org).
24. APA - Architectural Precast Association; [www.archprecast.org](http://www.archprecast.org).
25. API - American Petroleum Institute; [www.api.org](http://www.api.org).
26. ARI - Air-Conditioning & Refrigeration Institute; (See AHRI).
27. ARI - American Refrigeration Institute; (See AHRI).
28. ARMA - Asphalt Roofing Manufacturers Association; [www.asphaltroofing.org](http://www.asphaltroofing.org).
29. ASCE - American Society of Civil Engineers; [www.asce.org](http://www.asce.org).
30. ASCE/SEI - American Society of Civil Engineers/Structural Engineering Institute; (See ASCE).
31. ASHRAE - American Society of Heating, Refrigerating and Air-Conditioning Engineers; [www.ashrae.org](http://www.ashrae.org).

32. ASME - ASME International; (American Society of Mechanical Engineers); [www.asme.org](http://www.asme.org).
33. ASSE - American Society of Sanitary Engineering; [www.asse-plumbing.org](http://www.asse-plumbing.org).
34. ASSP - American Society of Safety Professionals (The); [www.assp.org](http://www.assp.org).
35. ASTM - ASTM International; [www.astm.org](http://www.astm.org).
36. ATIS - Alliance for Telecommunications Industry Solutions; [www.atis.org](http://www.atis.org).
37. AVIXA - Audiovisual and Integrated Experience Association; (Formerly: Infocomm International); [www.soundandcommunications.com](http://www.soundandcommunications.com).
38. AWEA - American Wind Energy Association; [www.awea.org](http://www.awea.org).
39. AWI - Architectural Woodwork Institute; [www.awinet.org](http://www.awinet.org).
40. AWMAC - Architectural Woodwork Manufacturers Association of Canada; [www.awmac.com](http://www.awmac.com).
41. AWWA - American Water Works Association; [www.awwa.org](http://www.awwa.org).
42. AWS - American Welding Society; [www.aws.org](http://www.aws.org).
43. AWWA - American Water Works Association; [www.awwa.org](http://www.awwa.org).
44. BHMA - Builders Hardware Manufacturers Association; [www.buildershardware.com](http://www.buildershardware.com).
45. BIA - Brick Industry Association (The); [www.gobrick.com](http://www.gobrick.com).
46. BICSI - BICSI, Inc.; [www.bicsi.org](http://www.bicsi.org).
47. BIFMA - BIFMA International; (Business and Institutional Furniture Manufacturer's Association); [www.bifma.org](http://www.bifma.org).
48. BISSC - Baking Industry Sanitation Standards Committee; [www.bissc.org](http://www.bissc.org).
49. BWF - Badminton World Federation; (Formerly: International Badminton Federation); [www.bissc.org](http://www.bissc.org).
50. CDA - Copper Development Association; [www.copper.org](http://www.copper.org).
51. CE - Conformite Europeenne; [www.ec.europa.eu/growth/single-market/ce-marking](http://www.ec.europa.eu/growth/single-market/ce-marking).
52. CEA - Canadian Electricity Association; [www.electricity.ca](http://www.electricity.ca).
53. CFFA - Chemical Fabrics and Film Association, Inc.; [www.chemicalfabricsandfilm.com](http://www.chemicalfabricsandfilm.com).
54. CFSEI - Cold-Formed Steel Engineers Institute; [www.cfsei.org](http://www.cfsei.org).
55. CGA - Compressed Gas Association; [www.cganet.com](http://www.cganet.com).
56. CIMA - Cellulose Insulation Manufacturers Association; [www.cellulose.org](http://www.cellulose.org).
57. CISCA - Ceilings & Interior Systems Construction Association; [www.cisca.org](http://www.cisca.org).
58. CISPI - Cast Iron Soil Pipe Institute; [www.cispi.org](http://www.cispi.org).
59. CLFMI - Chain Link Fence Manufacturers Institute; [www.chainlinkinfo.org](http://www.chainlinkinfo.org).
60. CPA - Composite Panel Association; [www.compositepanel.org](http://www.compositepanel.org).
61. CRI - Carpet and Rug Institute (The); [www.carpet-rug.org](http://www.carpet-rug.org).
62. CRRC - Cool Roof Rating Council; [www.coolroofs.org](http://www.coolroofs.org).
63. CRSI - Concrete Reinforcing Steel Institute; [www.crsi.org](http://www.crsi.org).
64. CSA - CSA Group; [www.csa-group.org](http://www.csa-group.org).
65. CSI - Construction Specifications Institute (The); [www.csiresources.org](http://www.csiresources.org).
66. CSSB - Cedar Shake & Shingle Bureau; [www.cedarbureau.org](http://www.cedarbureau.org).
67. CTA - Consumer Technology Association; [www.cta.tech](http://www.cta.tech).
68. CTI - Cooling Technology Institute; (Formerly: Cooling Tower Institute); [www.coolingtechnology.org](http://www.coolingtechnology.org).
69. CWC - Composite Wood Council; (See CPA).
70. DASMA - Door and Access Systems Manufacturers Association; [www.dasma.com](http://www.dasma.com).
71. DHA - Decorative Hardwoods Association; (Formerly: Hardwood Plywood & Veneer Association); [www.decorativehardwoods.org](http://www.decorativehardwoods.org).
72. DHI - Door and Hardware Institute; [www.dhi.org](http://www.dhi.org).
73. ECA - Electronic Components Association; (See ECIA).
74. ECAMA - Electronic Components Assemblies & Materials Association; (See ECIA).
75. ECIA - Electronic Components Industry Association; [www.ecianow.org](http://www.ecianow.org).



76. EIA - Electronic Industries Alliance; (See TIA).
77. EIMA - EIFS Industry Members Association; [www.eima.com](http://www.eima.com).
78. EJMA - Expansion Joint Manufacturers Association, Inc.; [www.ejma.org](http://www.ejma.org).
79. EOS/ESD Association; (Electrostatic Discharge Association); [www.esda.org](http://www.esda.org).
80. ESTA - Entertainment Services and Technology Association; (See PLASA).
81. ETL - Intertek (See Intertek); [www.intertek.com](http://www.intertek.com).
82. EVO - Efficiency Valuation Organization; [www.evo-world.org](http://www.evo-world.org).
83. FCI - Fluid Controls Institute; [www.fluidcontrolsintstitute.org](http://www.fluidcontrolsintstitute.org).
84. FIBA - Federation Internationale de Basketball; (The International Basketball Federation); [www.fiba.com](http://www.fiba.com).
85. FIVB - Federation Internationale de Volleyball; (The International Volleyball Federation); [www.fivb.org](http://www.fivb.org).
86. FM Approvals - FM Approvals LLC; [www.fmglobal.com](http://www.fmglobal.com).
87. FM Global - FM Global; (Formerly: FMG - FM Global); [www.fmglobal.com](http://www.fmglobal.com).
88. FRSA - Florida Roofing, Sheet Metal Contractors Association, Inc.; [www.floridarooft.com](http://www.floridarooft.com).
89. FSA - Fluid Sealing Association; [www.fluidsealing.com](http://www.fluidsealing.com).
90. FSC - Forest Stewardship Council U.S.; [www.fscus.org](http://www.fscus.org).
91. GA - Gypsum Association; [www.gypsum.org](http://www.gypsum.org).
92. GANA - Glass Association of North America; (See NGA).
93. GS - Green Seal; [www.greenseal.org](http://www.greenseal.org).
94. HI - Hydraulic Institute; [www.pumps.org](http://www.pumps.org).
95. HI/GAMA - Hydronics Institute/Gas Appliance Manufacturers Association; (See AHRI).
96. HMMA - Hollow Metal Manufacturers Association; (See NAAMM).
97. HPVA - Hardwood Plywood & Veneer Association; (See DHA).
98. HPW - H. P. White Laboratory, Inc.; [www.hpwhite.com](http://www.hpwhite.com).
99. IAPSC - International Association of Professional Security Consultants; [www.iapsc.org](http://www.iapsc.org).
100. IAS - International Accreditation Service; [www.iasonline.org](http://www.iasonline.org).
101. ICBO - International Conference of Building Officials; (See ICC).
102. ICC - International Code Council; [www.iccsafe.org](http://www.iccsafe.org).
103. ICEA - Insulated Cable Engineers Association, Inc.; [www.icea.net](http://www.icea.net).
104. ICPA - International Cast Polymer Association; [www.theicpa.com](http://www.theicpa.com).
105. ICRI - International Concrete Repair Institute, Inc.; [www.icri.org](http://www.icri.org).
106. IEC - International Electrotechnical Commission; [www.iec.ch](http://www.iec.ch).
107. IEEE - Institute of Electrical and Electronics Engineers, Inc. (The); [www.ieee.org](http://www.ieee.org).
108. IES - Illuminating Engineering Society; (Formerly: Illuminating Engineering Society of North America); [www.ies.org](http://www.ies.org).
109. IESNA - Illuminating Engineering Society of North America; (See IES).
110. IEST - Institute of Environmental Sciences and Technology; [www.iest.org](http://www.iest.org).
111. IGMA - Insulating Glass Manufacturers Alliance; [www.igmaonline.org](http://www.igmaonline.org).
112. IGSHPA - International Ground Source Heat Pump Association; [www.igshpa.org](http://www.igshpa.org).
113. II - Infocomm International; (See AVIXA).
114. ILI - Indiana Limestone Institute of America, Inc.; [www.iliai.com](http://www.iliai.com).
115. Intertek - Intertek Group; (Formerly: ETL SEMCO; Intertek Testing Service NA); [www.intertek.com](http://www.intertek.com).
116. ISA - International Society of Automation (The); (Formerly: Instrumentation, Systems, and Automation Society); [www.isa.org](http://www.isa.org).
117. ISAS - Instrumentation, Systems, and Automation Society (The); (See ISA).
118. ISFA - International Surface Fabricators Association; (Formerly: International Solid Surface Fabricators Association); [www.isfanow.org](http://www.isfanow.org).
119. ISO - International Organization for Standardization; [www.iso.org](http://www.iso.org).

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120. ISSFA - International Solid Surface Fabricators Association; (See ISFA).
  121. ITU - International Telecommunication Union; [www.itu.int](http://www.itu.int).
  122. KCMA - Kitchen Cabinet Manufacturers Association; [www.kcma.org](http://www.kcma.org).
  123. LMA - Laminating Materials Association; (See CPA).
  124. LPI - Lightning Protection Institute; [www.lightning.org](http://www.lightning.org).
  125. MBMA - Metal Building Manufacturers Association; [www.mbma.com](http://www.mbma.com).
  126. MCA - Metal Construction Association; [www.metalconstruction.org](http://www.metalconstruction.org).
  127. MFMA - Maple Flooring Manufacturers Association, Inc.; [www.maplefloor.org](http://www.maplefloor.org).
  128. MFMA - Metal Framing Manufacturers Association, Inc.; [www.metalframingmfg.org](http://www.metalframingmfg.org).
  129. MHI - Material Handling Industry of America; [www.mhia.org](http://www.mhia.org).
  130. MIA - Marble Institute of America; (See NSI).
  131. MMPA - Moulding & Millwork Producers Association; [www.wmmpa.com](http://www.wmmpa.com).
  132. MPI - Master Painters Institute; [www.paintinfo.com](http://www.paintinfo.com).
  133. MSS - Manufacturers Standardization Society of The Valve and Fittings Industry Inc.; [www.mss-hq.org](http://www.mss-hq.org).
  134. NAAMM - National Association of Architectural Metal Manufacturers; [www.naamm.org](http://www.naamm.org).
  135. NACE - NACE International; (National Association of Corrosion Engineers International); [www.nace.org](http://www.nace.org).
  136. NADCA - National Air Duct Cleaners Association; [www.nadca.com](http://www.nadca.com).
  137. NAIMA - North American Insulation Manufacturers Association; [www.naima.org](http://www.naima.org).
  138. NALP - National Association of Landscape Professionals; [www.landscap professionals.org](http://www.landscap professionals.org).
  139. NBGQA - National Building Granite Quarries Association, Inc.; [www.nbgqa.com](http://www.nbgqa.com).
  140. NBI - New Buildings Institute; [www.newbuildings.org](http://www.newbuildings.org).
  141. NCAA - National Collegiate Athletic Association (The); [www.ncaa.org](http://www.ncaa.org).
  142. NCMA - National Concrete Masonry Association; [www.ncma.org](http://www.ncma.org).
  143. NEBB - National Environmental Balancing Bureau; [www.nebb.org](http://www.nebb.org).
  144. NECA - National Electrical Contractors Association; [www.necanet.org](http://www.necanet.org).
  145. NeLMA - Northeastern Lumber Manufacturers Association; [www.nelma.org](http://www.nelma.org).
  146. NEMA - National Electrical Manufacturers Association; [www.nema.org](http://www.nema.org).
  147. NETA - InterNational Electrical Testing Association; [www.netaworld.org](http://www.netaworld.org).
  148. NFHS - National Federation of State High School Associations; [www.nfhs.org](http://www.nfhs.org).
  149. NFPA - National Fire Protection Association; [www.nfpa.org](http://www.nfpa.org).
  150. NFPA - NFPA International; (See NFPA).
  151. NFRC - National Fenestration Rating Council; [www.nfrc.org](http://www.nfrc.org).
  152. NGA - National Glass Association (The); (Formerly: Glass Association of North America); [www.glass.org](http://www.glass.org).
  153. NHLA - National Hardwood Lumber Association; [www.nhla.com](http://www.nhla.com).
  154. NLGA - National Lumber Grades Authority; [www.nlga.org](http://www.nlga.org).
  155. NOFMA - National Oak Flooring Manufacturers Association; (See NWFA).
  156. NOMMA - National Ornamental & Miscellaneous Metals Association; [www.nomma.org](http://www.nomma.org).
  157. NRCA - National Roofing Contractors Association; [www.nrca.net](http://www.nrca.net).
  158. NRMCA - National Ready Mixed Concrete Association; [www.nrmca.org](http://www.nrmca.org).
  159. NSF - NSF International; [www.nsf.org](http://www.nsf.org).
  160. NSI - National Stone Institute; (Formerly: Marble Institute of America); [www.naturalstoneinstitute.org](http://www.naturalstoneinstitute.org).
  161. NSPE - National Society of Professional Engineers; [www.nspe.org](http://www.nspe.org).
  162. NSSGA - National Stone, Sand & Gravel Association; [www.nssga.org](http://www.nssga.org).
  163. NTMA - National Terrazzo & Mosaic Association, Inc. (The); [www.ntma.com](http://www.ntma.com).
  164. NWFA - National Wood Flooring Association; [www.nwfa.org](http://www.nwfa.org).

165. NWRA - National Waste & Recycling Association; [www.wasterecycling.org](http://www.wasterecycling.org)
166. PCI - Precast/Prestressed Concrete Institute; [www.pci.org](http://www.pci.org).
167. PDI - Plumbing & Drainage Institute; [www.pdionline.org](http://www.pdionline.org).
168. PLASA - PLASA; (Formerly: ESTA - Entertainment Services and Technology Association); [www.plasa.org](http://www.plasa.org).
169. RCSC - Research Council on Structural Connections; [www.boltcouncil.org](http://www.boltcouncil.org).
170. RFCI - Resilient Floor Covering Institute; [www.rfci.com](http://www.rfci.com).
171. RIS - Redwood Inspection Service; [www.redwoodinspection.com](http://www.redwoodinspection.com).
172. SAE - SAE International; [www.sae.org](http://www.sae.org).
173. SCTE - Society of Cable Telecommunications Engineers; [www.scte.org](http://www.scte.org).
174. SDI - Steel Deck Institute; [www.sdi.org](http://www.sdi.org).
175. SDI - Steel Door Institute; [www.steeldoor.org](http://www.steeldoor.org).
176. SEFA - Scientific Equipment and Furniture Association (The); [www.sefalabs.com](http://www.sefalabs.com).
177. SEI/ASCE - Structural Engineering Institute/American Society of Civil Engineers; (See ASCE).
178. SIA - Security Industry Association; [www.siaonline.org](http://www.siaonline.org).
179. SJI - Steel Joist Institute; [www.steeljoist.org](http://www.steeljoist.org).
180. SMA - Screen Manufacturers Association; [www.smainfo.org](http://www.smainfo.org).
181. SMACNA - Sheet Metal and Air Conditioning Contractors' National Association; [www.smacna.org](http://www.smacna.org).
182. SMPTE - Society of Motion Picture and Television Engineers; [www.smpte.org](http://www.smpte.org).
183. SPFA - Spray Polyurethane Foam Alliance; [www.sprayfoam.org](http://www.sprayfoam.org).
184. SPIB - Southern Pine Inspection Bureau; [www.spib.org](http://www.spib.org).
185. SPRI - Single Ply Roofing Industry; [www.spri.org](http://www.spri.org).
186. SRCC - Solar Rating & Certification Corporation; [www.solar-rating.org](http://www.solar-rating.org).
187. SSINA - Specialty Steel Industry of North America; [www.ssina.com](http://www.ssina.com).
188. SSPC - SSPC: The Society for Protective Coatings; [www.sspc.org](http://www.sspc.org).
189. STI - Steel Tank Institute; [www.steeltank.com](http://www.steeltank.com).
190. SWI - Steel Window Institute; [www.steelwindows.com](http://www.steelwindows.com).
191. SWPA - Submersible Wastewater Pump Association; [www.swpa.org](http://www.swpa.org).
192. TCA - Tilt-Up Concrete Association; [www.tilt-up.org](http://www.tilt-up.org).
193. TCNA - Tile Council of North America, Inc.; [www.tileusa.com](http://www.tileusa.com).
194. TEMA - Tubular Exchanger Manufacturers Association, Inc.; [www.tema.org](http://www.tema.org).
195. TIA - Telecommunications Industry Association (The); (Formerly: TIA/EIA - Telecommunications Industry Association/Electronic Industries Alliance); [www.tiaonline.org](http://www.tiaonline.org).
196. TIA/EIA - Telecommunications Industry Association/Electronic Industries Alliance; (See TIA).
197. TMS - The Masonry Society; [www.masonrysociety.org](http://www.masonrysociety.org).
198. TPI - Truss Plate Institute; [www.tpinst.org](http://www.tpinst.org).
199. TPI - Turfgrass Producers International; [www.turfgrasssod.org](http://www.turfgrasssod.org).
200. TRI - Tile Roofing Institute; [www.tilerroofing.org](http://www.tilerroofing.org).
201. UL - Underwriters Laboratories Inc.; [www.ul.com](http://www.ul.com).
202. UNI - Uni-Bell PVC Pipe Association; [www.uni-bell.org](http://www.uni-bell.org).
203. USAV - USA Volleyball; [www.usavolleyball.org](http://www.usavolleyball.org).
204. USGBC - U.S. Green Building Council; [www.usgbc.org](http://www.usgbc.org).
205. USITT - United States Institute for Theatre Technology, Inc.; [www.usitt.org](http://www.usitt.org).
206. WA - Wallcoverings Association; [www.wallcoverings.org](http://www.wallcoverings.org).
207. WCLIB - West Coast Lumber Inspection Bureau; [www.wclib.org](http://www.wclib.org).
208. WCMA - Window Covering Manufacturers Association; [www.wcmanet.org](http://www.wcmanet.org).
209. WDMA - Window & Door Manufacturers Association; [www.wdma.com](http://www.wdma.com).

210. WI - Woodwork Institute; [www.wicnet.org](http://www.wicnet.org).
211. WSRCA - Western States Roofing Contractors Association; [www.wsrca.com](http://www.wsrca.com).
212. WWPA - Western Wood Products Association; <http://www.wwpa.org>.

B. Code Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. This information is believed to be accurate as of the date of the Contract Documents.

1. IAPMO - International Association of Plumbing and Mechanical Officials; [www.iapmo.org](http://www.iapmo.org).
2. ICC - International Code Council; [www.iccsafe.org](http://www.iccsafe.org).
3. ICC-ES - ICC Evaluation Service, LLC; [www.icc-es.org](http://www.icc-es.org).

C. Federal Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Information is subject to change and is up to date as of the date of the Contract Documents.

1. COE - Army Corps of Engineers; [www.usace.army.mil](http://www.usace.army.mil).
2. CPSC - Consumer Product Safety Commission; [www.cpsc.gov](http://www.cpsc.gov).
3. DOC - Department of Commerce; National Institute of Standards and Technology; [www.nist.gov](http://www.nist.gov).
4. DOD - Department of Defense; [www.quicksearch.dla.mil](http://www.quicksearch.dla.mil).
5. DOE - Department of Energy; [www.energy.gov](http://www.energy.gov).
6. EPA - Environmental Protection Agency; [www.epa.gov](http://www.epa.gov).
7. FAA - Federal Aviation Administration; [www.faa.gov](http://www.faa.gov).
8. FG - Federal Government Publications; [www.gpo.gov/fdsys](http://www.gpo.gov/fdsys).
9. GSA - General Services Administration; [www.gsa.gov](http://www.gsa.gov).
10. HUD - Department of Housing and Urban Development; [www.hud.gov](http://www.hud.gov).
11. LBL - Lawrence Berkeley National Laboratory; Environmental Energy Technologies Division; [www.eetd.lbl.gov](http://www.eetd.lbl.gov).
12. OSHA - Occupational Safety & Health Administration; [www.osha.gov](http://www.osha.gov).
13. SD - Department of State; [www.state.gov](http://www.state.gov).
14. TRB - Transportation Research Board; National Cooperative Highway Research Program; The National Academies; [www.trb.org](http://www.trb.org).
15. USDA - Department of Agriculture; Agriculture Research Service; U.S. Salinity Laboratory; [www.ars.usda.gov](http://www.ars.usda.gov).
16. USDA - Department of Agriculture; Rural Utilities Service; [www.usda.gov](http://www.usda.gov).
17. USDOJ - Department of Justice; Office of Justice Programs; National Institute of Justice; [www.ojp.usdoj.gov](http://www.ojp.usdoj.gov).
18. USP - U.S. Pharmacopeial Convention; [www.usp.org](http://www.usp.org).
19. USPS - United States Postal Service; [www.usps.com](http://www.usps.com).

D. Standards and Regulations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the standards and regulations in the following list. This information is subject to change and is believed to be accurate as of the date of the Contract Documents.

1. CFR - Code of Federal Regulations; Available from Government Printing Office; [www.govinfo.gov](http://www.govinfo.gov).
2. DOD - Department of Defense; Military Specifications and Standards; Available from DLA Document Services; [www.quicksearch.dla.mil](http://www.quicksearch.dla.mil).

3. DSCC - Defense Supply Center Columbus; (See FS).
4. FED-STD - Federal Standard; (See FS).
5. FS - Federal Specification; Available from DLA Document Services;  
[www.quicksearch.dla.mil](http://www.quicksearch.dla.mil).
  - a. Available from Defense Standardization Program; [www.dsp.dla.mil](http://www.dsp.dla.mil).
  - b. Available from General Services Administration; [www.gsa.gov](http://www.gsa.gov).
  - c. Available from National Institute of Building Sciences/Whole Building Design Guide; [www.wbdg.org](http://www.wbdg.org).
6. MILSPEC - Military Specification and Standards; (See DOD).
7. USAB - United States Access Board; [www.access-board.gov](http://www.access-board.gov).
8. USATBCB - U.S. Architectural & Transportation Barriers Compliance Board; (See USAB).

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 014200

SECTION 015000 - TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes requirements for temporary support, security, and protection facilities.
- B. Related Requirements:
  - 1. Section 011000 "Summary of Work" for work restrictions and limitations on utility interruptions.

1.3 USE CHARGES

- A. General: Installation and removal of and use charges for temporary facilities shall be included in the Contract Sum unless otherwise indicated. Allow other entities to use temporary services and facilities without cost, including, but not limited to, Architect, testing agencies, and authorities having jurisdiction.
- B. Water and Sewer Service from Existing System: Water from Owner's existing water system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.
- C. Electric Power Service from Existing System: Electric power from Owner's existing system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.

1.4 INFORMATIONAL SUBMITTALS

- A. Site Plan: Show temporary facilities, utility hookups, staging areas, and parking areas for construction personnel.
- B. Project Identification and Temporary Signs: Show fabrication and installation details, including plans, elevations, details, layouts, typesets, graphic elements, and message content.

1.5 QUALITY ASSURANCE

- A. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.

PART 2 - PRODUCTS

2.1 TEMPORARY FACILITIES

- A. Field Offices, General: Prefabricated or mobile units with serviceable finishes, temperature controls, and foundations adequate for normal loading, if required. Unit must be large enough for regular job meetings, plan review areas, submittal storage and other job file and administrative functions.
- B. Storage and Fabrication Sheds: Provide sheds sized, furnished, and equipped to accommodate materials and equipment for construction operations.
  - 1. Sheds to be metal box storage units or have wood floors raised above the ground.
  - 2. Store combustible materials apart from building.

2.2 EQUIPMENT

- A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.
- B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

3.2 TEMPORARY UTILITY INSTALLATION

- A. General: Install temporary service or connect to existing service.
  - 1. Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.
- B. Water Service: Connect to Owner's existing water service facilities. Clean and maintain water service facilities in a condition acceptable to Owner. At Substantial Completion, restore these facilities to condition existing before initial use.
- C. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking water for use of construction personnel. Comply with requirements of authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.
- D. Electric Power Service: Connect to Owner's existing electric power service. Maintain equipment in a condition acceptable to Owner.

- E. Telephone Service: The Contractor shall maintain at his expense a job telephone, not a "Pay Telephone". The job telephone shall be available to the Architect, the Owner's staff, Municipal Officials or Inspectors and all subcontractors. All calls shall be paid for by the Contractor.

### 3.3 SUPPORT FACILITIES INSTALLATION

- A. General: Comply with the following:
  - 1. Provide construction for temporary sheds located within construction area or within 30 feet of building lines that is noncombustible according to ASTM E 136. Comply with NFPA 241.
  - 2. Maintain support facilities until Architect schedules Substantial Completion inspection. Remove before Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to Owner.
- B. Traffic Controls: Comply with requirements of authorities having jurisdiction.
  - 1. Protect existing site improvements to remain including curbs, pavement, and utilities.
  - 2. Maintain access for fire-fighting equipment and access to fire hydrants.
- C. Parking: Provide temporary parking areas for construction personnel.
- D. Project Signs: Provide Project signs as required by Owner. Unauthorized signs are not permitted.
  - 1. Identification Signs: Provide Project identification signs.
  - 2. Temporary Signs: Provide other signs as indicated and as required to inform public and individuals seeking entrance to Project.
    - a. Provide temporary, directional signs for construction personnel and visitors.
  - 3. Maintain and touch up signs so they are legible at all times.
- E. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction. Comply with progress cleaning requirements in Section 017300 "Execution."
- F. Lifts and Hoists: Provide facilities necessary for hoisting materials and personnel.
  - 1. Truck cranes and similar devices used for hoisting materials are considered "tools and equipment" and not temporary facilities.
- G. Existing Stair Usage: Use of Owner's existing stairs will be permitted, provided stairs are cleaned and maintained in a condition acceptable to Owner. At Substantial Completion, restore stairs to condition existing before initial use.
  - 1. Provide protective coverings, barriers, devices, signs, or other procedures to protect stairs and to maintain means of egress. If stairs become damaged, restore damaged areas so no evidence remains of correction work.



3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Protection of Existing Facilities: Protect existing vegetation, equipment, structures, utilities, and other improvements at Project site and on adjacent properties, except those indicated to be removed or altered. Repair damage to existing facilities.
- B. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction as required to comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.
- C. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.
- D. Temporary Egress: Maintain temporary egress from existing occupied facilities as indicated and as required by authorities having jurisdiction.
- E. Temporary Enclosures: Provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities. Provide temporary weathertight enclosure for building exterior.

3.5 OPERATION, TERMINATION, AND REMOVAL

- A. Temporary Facility Changeover: Do not change over from using temporary security and protection facilities to permanent facilities until Substantial Completion.
- B. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
  - 1. Materials and facilities that constitute temporary facilities are property of Contractor. Owner reserves right to take possession of Project identification signs.
  - 2. At Substantial Completion, repair, renovate, and clean permanent facilities used during construction period. Comply with final cleaning requirements specified in Section 017700 "Closeout Procedures."

END OF SECTION 015000

SECTION 016000 - PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; and comparable products.
- B. Related Sections:
  - 1. Section 012500 "Substitution Procedures" for requests for substitutions.
  - 2. Section 014200 "References" for applicable industry standards for products specified.

1.3 DEFINITIONS

- A. Products: Items obtained for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
  - 1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature, that is current as of date of the Contract Documents.
  - 2. New Products: Items that have not previously been incorporated into another project or facility. Products salvaged or recycled from other projects are not considered new products.
  - 3. Comparable Product: Product that is demonstrated and approved through submittal process to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.
- B. Basis-of-Design Product Specification: A specification in which a specific manufacturer's product is named and accompanied by the words "basis-of-design product," including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of additional manufacturers named in the specification.

1.4 ACTION SUBMITTALS

- A. Comparable Product Requests: Submit request for consideration of each comparable product. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.

1. Include data to indicate compliance with the requirements specified in "Comparable Products" Article.
2. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within one (1) week of receipt of a comparable product request. Architect will notify Contractor of approval or rejection of proposed comparable product request within seven (7) days of receipt of request, or seven (7) days of receipt of additional information or documentation, whichever is later.
  - a. Form of Approval: As specified in Section 013300 "Submittal Procedures."
  - b. Use product specified if Architect does not issue a decision on use of a comparable product request within time allocated.

- B. Basis-of-Design Product Specification Submittal: Comply with requirements in Section 013300 "Submittal Procedures." Show compliance with requirements.

#### 1.5 QUALITY ASSURANCE

- A. Compatibility of Options: If Contractor is given option of selecting between two (2) or more products for use on Project, select product compatible with products previously selected, even if previously selected products were also options.
1. Each contractor is responsible for providing products and construction methods compatible with products and construction methods of other contractors.
  2. If a dispute arises between contractors over concurrently selectable but incompatible products, Architect will determine which products shall be used.

#### 1.6 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft and vandalism. Comply with manufacturer's written instructions.
- B. Delivery and Handling:
1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
  2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
  3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
  4. Inspect products on delivery to determine compliance with the Contract Documents and to determine that products are undamaged and properly protected.
- C. Storage:
1. Store products to allow for inspection and measurement of quantity or counting of units.
  2. Store materials in a manner that will not endanger Project structure.
  3. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.

4. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
5. Protect stored products from damage and liquids from freezing.
6. Provide a secure location and enclosure at Project site for storage of materials and equipment by Owner's construction forces. Coordinate location with Owner.

## 1.7 PRODUCT WARRANTIES

- A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.
  1. Manufacturer's Warranty: Written warranty furnished by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
  2. Special Warranty: Written warranty required by the Contract Documents to provide specific rights for Owner.
- B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution.
  1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
  2. Specified Form: When specified forms are included with the Specifications, prepare a written document using indicated form properly executed.
  3. Refer to Divisions 02 through 49. Sections for specific content requirements and particular requirements for submitting special warranties.

## PART 2 - PRODUCTS

### 2.1 PRODUCT SELECTION PROCEDURES

- A. General Product Requirements: Provide products that comply with the Contract Documents, are undamaged and, unless otherwise indicated, are new at time of installation.
  1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
  2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
  3. Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
  4. Where products are accompanied by the term "as selected," Architect will make selection.
  5. Descriptive, performance, and reference standard requirements in the Specifications establish salient characteristics of products.
  6. Or Equal: For products specified by name and accompanied by the term "or equal," or "or approved equal," or "or approved," comply with requirements in "Comparable Products" Article to obtain approval for use of an unnamed product.

B. Product Selection Procedures:

1. Product: Where Specifications name a single manufacturer and product, provide the named product that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
2. Manufacturer/Source: Where Specifications name a single manufacturer or source, provide a product by the named manufacturer or source that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
3. Products:
  - a. Restricted List: Where Specifications include a list of names of both manufacturers and products, provide one (1) of the products listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will be considered, unless otherwise indicated.
  - b. Non-Restricted List: Where Specifications include a list of names of both available manufacturers and products, provide one (1) of the products listed, or an unnamed product, that complies with requirements. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product.
4. Manufacturers:
  - a. Restricted List: Where Specifications include a list of manufacturers' names, provide a product by one (1) of the manufacturers listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will be considered, unless otherwise indicated.
  - b. Non-Restricted List: Where Specifications include a list of available manufacturers, provide a product by one (1) of the manufacturers listed, or a product by an unnamed manufacturer, that complies with requirements. Comply with requirements in "Comparable Products" Article for consideration of an unnamed manufacturer's product.
5. Basis-of-Design Product: Where Specifications name a product, or refer to a product indicated on Drawings, and include a list of manufacturers, provide the specified or indicated product or a comparable product by one (1) of the other named manufacturers. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product by one (1) of the other named manufacturers.

C. Visual Matching Specification: Where Specifications require "match Architect's sample", provide a product that complies with requirements and matches Architect's sample. Architect's decision will be final on whether a proposed product matches.

1. If no product available within specified category matches and complies with other specified requirements, comply with requirements in Section 012500 "Substitution Procedures" for proposal of product.

D. Visual Selection Specification: Where Specifications include the phrase "as selected by Architect from manufacturer's full range" or similar phrase, select a product that complies with

requirements. Architect will select color, gloss, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.

## 2.2 COMPARABLE PRODUCTS

- A. Conditions for Consideration: Architect will consider Contractor's request for comparable product when the following conditions are satisfied. If the following conditions are not satisfied, Architect may return requests without action, except to record noncompliance with these requirements:
1. Evidence that the proposed product does not require revisions to the Contract Documents, that it is consistent with the Contract Documents and will produce the indicated results, and that it is compatible with other portions of the Work.
  2. Detailed, SIDE-BY-SIDE comparison of significant qualities of proposed product with those named in the Specifications. Significant qualities include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
  3. Evidence that proposed product provides specified warranty.
  4. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners, if requested.
  5. Samples, if requested.

## PART 3 - EXECUTION (Not Used)

END OF SECTION 016000



## SECTION 017300 - EXECUTION

## PART 1 - GENERAL

## 1.1 RELATED DOCUMENTS

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

## 1.2 SUMMARY

- A. Section includes general administrative and procedural requirements governing execution of the Work including, but not limited to, the following:
  - 1. Installation of the Work.
  - 2. Cutting and patching.
  - 3. Progress cleaning.
  - 4. Starting and adjusting.
  - 5. Protection of installed construction.
  - 6. Correction of the Work.
- B. Related Sections:
  - 1. Section 013300 "Submittal Procedures" for submitting surveys.

## 1.3 DEFINITIONS

- A. Cutting: Removal of in-place construction necessary to permit installation or performance of other work.
- B. Patching: Fitting and repair work required to restore construction to original conditions after installation of other work.

## 1.4 INFORMATIONAL SUBMITTALS

- A. Landfill Receipts: Submit copy of receipts issued by a landfill facility, licensed to accept hazardous materials, for hazardous waste disposal.

## 1.5 QUALITY ASSURANCE

- A. Cutting and Patching: Comply with requirements for and limitations on cutting and patching of construction elements.
  - 1. Structural Elements: When cutting and patching structural elements, notify Architect of locations and details of cutting and await directions from the Architect before proceeding. Shore, brace, and support structural element during cutting and patching. Do not cut and patch structural elements in a manner that could change their load-carrying capacity or increase deflection.



2. 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.
  3. Other Construction Elements: Do not cut and patch other construction elements or 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.
  4. Visual Elements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch exposed construction 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.
- B. Manufacturer's Installation Instructions: Obtain and maintain on-site manufacturer's written recommendations and instructions for installation of products and equipment.

## PART 2 - PRODUCTS

### 2.1 MATERIALS

- A. General: Comply with requirements specified in other Sections.
- B. In-Place Materials: Use materials for patching 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 provide a match acceptable to the Architect for the visual and functional performance of in-place materials.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examination and Acceptance of Conditions: Before proceeding with each component of the Work, 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. Written Report: Where a written report listing conditions detrimental to performance of the Work is required by other Sections, include the following:
    - a. Description of the Work.
    - b. List of detrimental conditions, including substrates.
    - c. List of unacceptable installation tolerances.
    - d. Recommended corrections.
  2. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.

3. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
4. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
5. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

### 3.2 PREPARATION

- A. 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.
- B. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- C. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents caused by differing field conditions outside the control of the Contractor, submit a request for information to Architect according to requirements in Section 013100 "Project Management and Coordination."

### 3.3 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.
  4. Maintain minimum headroom clearance of 96 inches in occupied spaces and 90 inches in unoccupied spaces.
- 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. Attachment: Provide blocking and attachment plates and anchors and fasteners of adequate size and number to securely anchor each component in place, accurately located and aligned with other portions of the Work. Where size and type of attachments are not indicated, verify size and type required for load conditions.
  - 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.
- 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.

### 3.4 CUTTING AND PATCHING

- A. Cutting and Patching, 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. Temporary Support: Provide temporary support of work to be cut.
- C. 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.
- D. Adjacent Occupied Areas: Where interference with use of adjoining areas or interruption of free passage to adjoining areas is unavoidable, coordinate cutting and patching.
- E. Existing Utility Services: Where existing services are required to be removed, relocated, or abandoned, bypass such systems before cutting to minimize interruption to occupied areas.
- F. 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 neatly to minimum 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. Proceed with patching after construction operations requiring cutting are complete.

- G. 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 practicable. Provide materials and comply with installation requirements specified in other Sections, where applicable.
1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate physical 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 minimize evidence of patching and refinishing.
    - a. Clean piping, conduit, and similar features before applying paint or other finishing materials.
    - b. Restore damaged pipe covering to its original condition.
  3. Ceilings: Patch, repair, or rehang in-place ceilings as necessary to provide an even-plane surface of uniform appearance.
  4. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition.
- H. Cleaning: Clean areas and spaces where cutting and patching are performed. Remove paint, mortar, oils, putty, and similar materials from adjacent finished surfaces.

### 3.5 PROGRESS CLEANING

- A. General: Clean Project site and work areas daily at the end of each workday, including common areas. Empty or remove dumpsters at the end of each work week. 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 waste materials more than seven (7) days during normal weather or three (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.
    - a. Utilize containers intended for holding waste materials of type to be stored.
  4. Coordinate progress cleaning for joint-use areas where more than one installer has worked.
- 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: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways. Comply with waste disposal requirements in Section 015000 "Temporary Facilities and Controls."
- 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.

### 3.6 STARTING AND ADJUSTING

- A. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.
- B. Adjust equipment for proper operation. Adjust operating components for proper operation without binding.
- 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: Comply with qualification requirements in Section 014000 "Quality Requirements."

### 3.7 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.

### 3.8 CORRECTION OF THE WORK

- A. Repair or remove and replace defective construction. Restore damaged substrates and finishes.

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 017300



SECTION 017700 - CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
  - 1. Substantial Completion procedures.
  - 2. Final completion procedures.
  - 3. Warranties.
- B. Related Sections:
  - 1. Section 017300 "Execution" for progress cleaning of Project site.
  - 2. Section 017823 "Operation and Maintenance Data" for operation and maintenance manual requirements.
  - 3. Section 017839 "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.
  - 4. Divisions 02 through 49 Sections for specific closeout and special cleaning requirements for the Work in those Sections.

1.3 SUBSTANTIAL COMPLETION

- A. Preliminary Procedures: Before requesting inspection for determining date of Substantial Completion, complete the following. List items below that are incomplete with 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 photographic documentation, damage or settlement 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. Complete startup testing of systems.
  - 8. Submit test/adjust/balance records.



9. Terminate and remove temporary facilities from Project site, along with construction tools and similar elements.
10. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
11. Complete final cleaning requirements, including touchup painting.
12. 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.

#### 1.4 FINAL COMPLETION

A. Preliminary Procedures: Before requesting final inspection for determining final completion, complete the following:

1. Submit a final Application for Payment according to Section 012900 "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. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems.
5. Secure and provide both temporary and final Certificate of Occupancy from the Building Official, meeting all local and state permit closeout requirements.

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.

C. CT DOE OSCG&R Closeout Assistance:

1. The Contractor shall assist the Architect and Owner with the Office of School Construction Grants and Review closeout and any audit of the project by providing supplemental cost or scope information related to their work or change orders that were executed during the course of the project. This assistance may require administrative support from the Contractor's office but may also require in-person attendance at

- meetings with the Owner, and any information requested by the Owner must be provided within five (5) calendar days of the request.
2. This closeout service shall be provided at no additional expense to the project and may be required as much as twenty-four (24) months after the final date of substantial completion of the project.

#### 1.5 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

- A. Organization 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. Use **CSI Form 14.1A** or comparable form.
  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.
  3. Include the following information at the top of each page:
    - a. Project name.
    - b. Date.
    - c. Name of Architect.
    - d. Name of Contractor.
    - e. Page number.
  4. Submit list of incomplete items in the following format:
    - a. PDF electronic file. Architect will return annotated file.

#### 1.6 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. Partial Occupancy: Submit properly executed warranties within fifteen (15) days of completion of designated portions of the Work that are completed and occupied or used by Owner during construction period by separate agreement with Contractor.
- C. 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, three-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8½-by-11-inch 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.

4. Scan warranties and bonds and assemble complete warranty and bond submittal package into a single indexed electronic PDF file with links enabling navigation to each item. Provide table of contents at beginning of document.
- D. Provide additional 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 (Not Used)

END OF SECTION 017700

SECTION 017823 - OPERATION AND MAINTENANCE DATA

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for preparing operation and maintenance manuals, including the following:
  - 1. Operation and maintenance documentation directory.
  - 2. Emergency manuals.
  - 3. Systems and equipment operation manuals.
  - 4. Systems and equipment maintenance manuals.
  - 5. Product maintenance manuals.
- B. Related Sections:
  - 1. Section 013300 "Submittal Procedures" for submitting copies of submittals for operation and maintenance manuals.
  - 2. Divisions 02 through 49 Sections for specific operation and maintenance manual requirements for the Work in those Sections.

1.3 DEFINITIONS

- A. System: An organized collection of parts, equipment, or subsystems united by regular interaction.
- B. Subsystem: A portion of a system with characteristics similar to a system.

1.4 CLOSEOUT SUBMITTALS

- A. Manual Content: Operations and maintenance manual content is specified in individual specification sections, and as reviewed and approved at the time of Section submittals. Submit reviewed manual content formatted and organized as required by this Section.
  - 1. Architect will comment on whether content of operation and maintenance submittals is acceptable.
  - 2. Where applicable, clarify and update reviewed manual content to correspond to revisions and field conditions.
- B. Format: Submit operations and maintenance manuals in the following format:
  - 1. Two (2) thumb drives. Enable review comments on draft submittals.

2. Two (2) paper copies. Include a complete operation and maintenance directory. Enclose title pages and directories in clear plastic sleeves. Architect will return both copies to be given to the Owner.
- C. Initial Manual Submittal: Submit draft copy of each manual at least thirty (30) days before commencing demonstration and training. Architect will comment on whether general scope and content of manual are acceptable.
- D. Final Manual Submittal: Submit each manual in final form prior to requesting inspection for Substantial Completion and at least fifteen (15) days before commencing demonstration and training. Architect will return copy with comments.
  1. Correct or modify each manual to comply with Architect's comments. Submit copies of each corrected manual within fifteen (15) days of receipt of Architect's comments and prior to commencing demonstration and training.
- E. Comply with Section 017700 "Closeout Procedures" for schedule for submitting operation and maintenance documentation.

#### 1.5 FORMAT OF OPERATION AND MAINTENANCE MANUALS

- A. Manuals, Electronic Files: Submit manuals in the form of a multiple file composite electronic PDF file for each manual type required.
  1. Electronic Files: Use electronic files prepared by manufacturer where available. Where scanning of paper documents is required, configure scanned file for minimum readable file size.
  2. File Names and Bookmarks: Bookmark individual documents based on file names. Name document files to correspond to system, subsystem, and equipment names used in manual directory and table of contents. Group documents for each system and subsystem into individual composite bookmarked files, then create composite manual, so that resulting bookmarks reflect the system, subsystem, and equipment names in a readily navigated file tree. Configure electronic manual to display bookmark panel on opening file.
- B. Manuals, Paper Copy: Submit manuals in the form of hard copy, bound and labeled volumes.
  1. Binders: Heavy-duty, three-ring, vinyl-covered, loose-leaf binders, in thickness necessary to accommodate contents, sized to hold 8½-by-11-inch paper; with clear plastic sleeve on spine to hold label describing contents and with pockets inside covers to hold folded oversize sheets.
    - a. If two (2) or more binders are necessary to accommodate data of a system, organize data in each binder into groupings by subsystem and related components. Cross-reference other binders if necessary to provide essential information for proper operation or maintenance of equipment or system.
    - b. Identify each binder on front and spine, with printed title "OPERATION AND MAINTENANCE MANUAL," Project title or name, subject matter of contents, and indicate Specification Section number on bottom of spine. Indicate volume number for multiple-volume sets.

2. Dividers: Heavy-paper dividers with plastic-covered tabs for each section of the manual. Mark each tab to indicate contents. Include typed list of products and major components of equipment included in the section on each divider, cross-referenced to Specification Section number and title of Project Manual.
3. Protective Plastic Sleeves: Transparent plastic sleeves designed to enclose diagnostic software storage media for computerized electronic equipment. Enclose title pages and directories in clear plastic sleeves.
4. Supplementary Text: Prepared on 8½-by-11-inch white bond paper.
5. Drawings: Attach reinforced, punched binder tabs on drawings and bind with text.
  - a. If oversize drawings are necessary, fold drawings to same size as text pages and use as foldouts.
  - b. If drawings are too large to be used as foldouts, fold and place drawings in labeled envelopes and bind envelopes in rear of manual. At appropriate locations in manual, insert typewritten pages indicating drawing titles, descriptions of contents, and drawing locations.

#### 1.6 REQUIREMENTS FOR EMERGENCY, OPERATION, AND MAINTENANCE MANUALS

- A. Organization of Manuals: Unless otherwise indicated, organize each manual into a separate section for each system and subsystem, and a separate section for each piece of equipment not part of a system. Each manual shall contain the following materials, in the order listed:
  1. Title page.
  2. Table of contents.
  3. Manual contents.
- B. Title Page: Include the following information:
  1. Subject matter included in manual.
  2. Name and address of Project.
  3. Name and address of Owner.
  4. Date of submittal.
  5. Name and contact information for Contractor.
  6. Name and contact information for Architect.
  7. Names and contact information for major consultants to the Architect that designed the systems contained in the manuals.
  8. Cross-reference to related systems in other operation and maintenance manuals.
- C. Table of Contents: List each product included in manual, identified by product name, indexed to the content of the volume, and cross-referenced to Specification Section number in Project Manual.
  1. If operation or maintenance documentation requires more than one (1) volume to accommodate data, include comprehensive table of contents for all volumes in each volume of the set.
- D. Manual Contents: Organize into sets of manageable size. Arrange contents alphabetically by system, subsystem, and equipment. If possible, assemble instructions for subsystems, equipment, and components of one (1) system into a single binder.

### 1.7 EMERGENCY MANUALS

- A. Emergency Manual: Assemble a complete set of emergency information indicating procedures for use by emergency personnel and by Owner's operating personnel for types of emergencies indicated.
- B. Content: Organize manual into a separate section for each of the following:
  - 1. Type of emergency.
  - 2. Emergency instructions.
  - 3. Emergency procedures.
- C. Type of Emergency: Where applicable for each type of emergency indicated below, include instructions and procedures for each system, subsystem, piece of equipment, and component:
  - 1. Fire.
  - 2. Flood.
  - 3. Gas leak.
  - 4. Water leak.
  - 5. Power failure.
  - 6. Water outage.
  - 7. System, subsystem, or equipment failure.
  - 8. Chemical release or spill.
- D. Emergency Instructions: Describe and explain warnings, trouble indications, error messages, and similar codes and signals. Include responsibilities of Owner's operating personnel for notification of Installer, supplier, and manufacturer to maintain warranties.
- E. Emergency Procedures: Include the following, as applicable:
  - 1. Instructions on stopping.
  - 2. Shutdown instructions for each type of emergency.
  - 3. Operating instructions for conditions outside normal operating limits.
  - 4. Required sequences for electric or electronic systems.
  - 5. Special operating instructions and procedures.

### 1.8 SYSTEMS AND EQUIPMENT OPERATION MANUALS

- A. Systems and Equipment Operation Manual: Assemble a complete set of data indicating operation of each system, subsystem, and piece of equipment not part of a system. Include information required for daily operation and management, operating standards, and routine and special operating procedures.
  - 1. Engage a factory-authorized service representative to assemble and prepare information for each system, subsystem, and piece of equipment not part of a system.
  - 2. Prepare a separate manual for each system and subsystem, in the form of an instructional manual for use by Owner's operating personnel.
- B. Content: In addition to requirements in this Section, include operation data required in individual Specification Sections and the following information:

1. System, subsystem, and equipment descriptions. Use designations for systems and equipment indicated on Contract Documents.
2. Performance and design criteria if Contractor is delegated design responsibility.
3. Operating standards.
4. Operating procedures.
5. Operating logs.
6. Wiring diagrams.
7. Control diagrams.
8. Piped system diagrams.
9. Precautions against improper use.
10. License requirements including inspection and renewal dates.

C. Descriptions: Include the following:

1. Product name and model number. Use designations for products indicated on Contract Documents.
2. Manufacturer's name.
3. Equipment identification with serial number of each component.
4. Equipment function.
5. Operating characteristics.
6. Limiting conditions.
7. Performance curves.
8. Engineering data and tests.
9. Complete nomenclature and number of replacement parts.

D. Operating Procedures: Include the following, as applicable:

1. Startup procedures.
2. Equipment or system break-in procedures.
3. Routine and normal operating instructions.
4. Regulation and control procedures.
5. Instructions on stopping.
6. Normal shutdown instructions.
7. Seasonal and weekend operating instructions.
8. Required sequences for electric or electronic systems.
9. Special operating instructions and procedures.

E. Systems and Equipment Controls: Describe the sequence of operation, and diagram controls as installed.

F. Piped Systems: Diagram piping as installed, and identify color-coding where required for identification.

## 1.9 SYSTEMS AND EQUIPMENT MAINTENANCE MANUALS

A. Systems and Equipment Maintenance Manuals: Assemble a complete set of data indicating maintenance of each system, subsystem, and piece of equipment not part of a system. Include manufacturers' maintenance documentation, preventive maintenance procedures and frequency, repair procedures, wiring and systems diagrams, lists of spare parts, and warranty information.



1. Engage a factory-authorized service representative to assemble and prepare information for each system, subsystem, and piece of equipment not part of a system.
  2. Prepare a separate manual for each system and subsystem, in the form of an instructional
- B. Content: For each system, subsystem, and piece of equipment not part of a system, include source information, manufacturers' maintenance documentation, maintenance procedures, maintenance and service schedules, spare parts list and source information, maintenance service contracts, and warranty and bond information, as described below.
- C. Source Information: List each system, subsystem, and piece of equipment included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual and drawing or schedule designation or identifier where applicable.
- D. Manufacturers' Maintenance Documentation: Include the following information for each component part or piece of equipment:
1. Standard maintenance instructions and bulletins; include only sheets pertinent to product or component installed. Mark each sheet to identify each product or component incorporated into the Work. If data include more than one (1) item in a tabular format, identify each item using appropriate references from the Contract Documents. Identify data applicable to the Work and delete references to information not applicable.
    - a. Prepare supplementary text if manufacturers' standard printed data are not available and where the information is necessary for proper operation and maintenance of equipment or systems.
  2. Drawings, diagrams, and instructions required for maintenance, including disassembly and component removal, replacement, and assembly.
  3. Identification and nomenclature of parts and components.
  4. List of items recommended to be stocked as spare parts.
- E. Maintenance Procedures: Include the following information and items that detail essential maintenance procedures:
1. Test and inspection instructions.
  2. Troubleshooting guide.
  3. Precautions against improper maintenance.
  4. Disassembly; component removal, repair, and replacement; and reassembly instructions.
  5. Aligning, adjusting, and checking instructions.
- F. Maintenance and Service Schedules: Include service and lubrication requirements, list of required lubricants for equipment, and separate schedules for preventive and routine maintenance and service with standard time allotment.
1. Scheduled Maintenance and Service: Tabulate actions for daily, weekly, monthly, quarterly, semiannual, and annual frequencies.
  2. Maintenance and Service Record: Include manufacturers' forms for recording maintenance.

- G. Spare Parts List and Source Information: Include lists of replacement and repair parts, with parts identified and cross-referenced to manufacturers' maintenance documentation and local sources of maintenance materials and related services.
- H. Maintenance Service Contracts: Include copies of maintenance agreements with name and telephone number of service agent.
- I. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
  - 1. Include procedures to follow and required notifications for warranty claims.
- J. Drawings: Prepare drawings supplementing manufacturers' printed data to illustrate the relationship of component parts of equipment and systems and to illustrate control sequence and flow diagrams. Coordinate these drawings with information contained in record Drawings to ensure correct illustration of completed installation.
  - 1. Do not use original project record documents as part of maintenance manuals.

#### 1.10 PRODUCT MAINTENANCE MANUALS

- A. Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.
- B. Content: Organize manual into a separate section for each product, material, and finish. Include source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds, as described below.
- C. Source Information: List each product included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual and drawing or schedule designation or identifier where applicable.
- D. Product Information: Include the following, as applicable:
  - 1. Product name and model number.
  - 2. Manufacturer's name.
  - 3. Color, pattern, and texture.
  - 4. Material and chemical composition.
  - 5. Reordering information for specially manufactured products.
- E. Maintenance Procedures: Include manufacturer's written recommendations and the following:
  - 1. Inspection procedures.
  - 2. Types of cleaning agents to be used and methods of cleaning.
  - 3. List of cleaning agents and methods of cleaning detrimental to product.
  - 4. Schedule for routine cleaning and maintenance.
  - 5. Repair instructions.

- F. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.
- G. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
  - 1. Include procedures to follow and required notifications for warranty claims.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 017823

SECTION 017839 - PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for project record documents, including the following:
  - 1. Record Drawings.
  - 2. Record Specifications.
  - 3. Record Product Data.
  - 4. Miscellaneous record submittals.
- B. Related Sections:
  - 1. Section 017700 "Closeout Procedures" for general closeout procedures.
  - 2. Section 017823 "Operation and Maintenance Data" for operation and maintenance manual requirements.
  - 3. Divisions 02 through 49 Sections for specific requirements for project record documents of the Work in those Sections.

1.3 CLOSEOUT SUBMITTALS

- A. Record Drawings: Comply with the following:
  - 1. Number of Copies: Submit one (1) set(s) of marked-up record prints.
- B. Record Specifications: Submit one (1) paper copy of Project's Specifications, including addenda and contract modifications.
- C. Record Product Data: Submit one (1) paper copy of each submittal.
  - 1. Where record Product Data are required as part of operation and maintenance manuals, submit duplicate marked-up Product Data as a component of manual.

PART 2 - PRODUCTS

2.1 RECORD DRAWINGS

- A. Record Prints: Maintain one (1) set of marked-up paper copies of the Contract Drawings and Shop Drawings.

1. Preparation: Mark record prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to provide information for preparation of corresponding marked-up record prints.
    - a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
    - b. Accurately record information in an acceptable drawing technique.
    - c. Record data as soon as possible after obtaining it.
    - d. Record and check the markup before enclosing concealed installations.
    - e. Cross-reference record prints to corresponding archive photographic documentation.
  2. Content: Types of items requiring marking include, but are not limited to, the following:
    - a. Dimensional changes to Drawings.
    - b. Revisions to details shown on Drawings.
    - c. Revisions to routing of piping and conduits.
    - d. Revisions to electrical circuitry.
    - e. Actual equipment locations.
    - f. Locations of concealed internal utilities.
    - g. Changes made by Change Order or Construction Change Directive.
    - h. Changes made following Architect's written orders.
    - i. Details not on the original Contract Drawings.
    - j. Field records for variable and concealed conditions.
    - k. Record information on the Work that is shown only schematically.
  3. Mark the Contract Drawings and Shop Drawings completely and accurately. Utilize personnel proficient at recording graphic information in production of marked-up record prints.
  4. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
  5. Mark important additional information that was either shown schematically or omitted from original Drawings.
  6. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.
- B. Format: Identify and date each record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.
1. Record Prints: Organize record prints and newly prepared record Drawings into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
  2. Format: Paper copy.
  3. Identification: As follows:
    - a. Project name.
    - b. Date.
    - c. Designation "PROJECT RECORD DRAWINGS."
    - d. Name of Architect.
    - e. Name of Contractor.

## 2.2 RECORD SPECIFICATIONS

- A. Preparation: Mark Specifications to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.
  - 1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
  - 2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
  - 3. Record the name of manufacturer, supplier, Installer, and other information necessary to provide a record of selections made.
  - 4. For each principal product, indicate whether record Product Data has been submitted in operation and maintenance manuals instead of submitted as record Product Data.
  - 5. Note related Change Orders, record Product Data, and record Drawings where applicable.
- B. Format: Submit record Specifications as paper copy.

## 2.3 RECORD PRODUCT DATA

- A. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.
  - 1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
  - 2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
  - 3. Note related Change Orders, record Specifications, and record Drawings where applicable.
- B. Format: Submit record Product Data as paper copy.
  - 1. Include record Product Data directory organized by specification section number and title, electronically linked to each item of record Product Data.

## PART 3 - EXECUTION

### 3.1 RECORDING AND MAINTENANCE

- A. Recording: Maintain one (1) copy of each submittal during the construction period for project record document purposes. Post changes and modifications to project record documents as they occur; do not wait until the end of Project.
- B. Maintenance of Record Documents and Samples: Store record documents and Samples in the field office apart from the Contract Documents used for construction. Do not use project record documents for construction purposes. Maintain record documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to project record documents for Architect's reference during normal working hours.

END OF SECTION 017839



## SECTION 028213 – ASBESTOS ABATEMENT

## PART 1 - GENERAL

## 1.1 RELATED DOCUMENTS

- A. Drawings and General Provisions of Contract, including General Supplementary Conditions and Division 1 Specifications Sections, apply to this Section.
- B. Sections containing requirements related to this Section include, but are not limited to:
  - 1. Section 028313 – Lead-Based Paint Awareness
  - 2. HBM – 01 – Hazardous Building Materials Abatement Drawings

## 1.2 CONSULTANT

- A. The Owner shall retain Langan for the purposes of project management and monitoring during Asbestos Abatement/Roof Removal. The Consultant will represent the Owner in all phases of the abatement/roofing project at the discretion of the Owner. The Asbestos Abatement/Roofing Contractor(s) will regard the Consultant's direction as authoritative and binding as provided herein, in matters particularly but not limited to approval of work areas, review of monitoring results, completion of the various segments of work, final completion of the abatement, submission of data, and daily field punch list items. The State of Connecticut licensed Asbestos Consultant — Project Designer is Matthew Myers (license no. 000058).

## 1.3 USE OF THE CONTRACT DOCUMENTS

- A. It shall be incumbent upon the Contractor to visit the Site and determine what exists, its condition, and what will be required to accomplish the Work intended by the Contract Documents. No increase in the Contract Sum will be permitted as a result of the Contractor's failure to visit the Site and understand the existing conditions.
- B. All work shall comply with the Contract Documents and with applicable Codes, laws, regulations, and ordinances wherever applicable. The most stringent of all the foregoing shall govern.
- C. It is not intended that the Specifications show every detail of the Work, but the Contractor shall be required to furnish within the Contract Sum all material and labor necessary for the completion of the Work in accordance with the intent of the Specifications.
- D. In case of ambiguity among the Contract documents, the more stringent requirement as determined by the Consultant shall prevail.
- E. The Work of this Contract includes making modifications as necessary, subject to approval by Owner in consultation with the Consultant, to correct any conflicts.
- F. All items, not specifically mentioned in the Specifications but implied by trade practices to complete the work, shall be included.



- G. This specification covers the proper and legal removal and disposal of all asbestos-containing materials (ACM) and asbestos contaminated waste that will be affected by work from the Staples High School project site located at 70 North Avenue in Westport, Connecticut. The abatement activities shall comply with all aspects of the contract documents and Federal, State and local requirements.
- H. Whenever there is a conflict or overlap within these specifications and between applicable codes and regulations, the most stringent provision specified shall apply.

#### 1.4 EXAMINATION OF THE SITE

- A. It is understood that the Contractor has examined the Site and made his own estimates of the facilities and difficulties attending the execution of the Work, and has based his price thereon.
- B. Except for unforeseeable concealed conditions as determined by the Consultant, the Contractor shall make no claim for additional cost due to the existing conditions at the Site.
- C. The abatement/roofing contractor(s) is/are responsible for verifying the quantities of all materials to be removed, and the conditions of these materials. This independent site verification shall include the quantities of roofing materials and other materials affected by work as well as all applicable site conditions.
- D. The abatement/roofing contractor(s) is/are responsible for cleaning/decontaminating/ abating the interiors of the building should their removal/abatement techniques result in asbestos containing roofing materials/waste entering the building. This work will include pre-cleaning areas, moveable and non-moveable objects, constructing containments, etc. The owners consultant will perform visual inspections and re-occupancy air testing. This contractors/roofers work will all be performed at no additional cost to the owner.

#### 1.5 CONTRACTOR QUALIFICATIONS

- A. All bidders shall submit a record of prior experience in asbestos abatement/roofing projects, listing no less than three (3) completed jobs in the past year and over 5 year's experience, with all projects of similar size and scope. The Contractor shall list the experience and training of the project foremen and all on-site personnel. The information that should be included is as follows:
  - 1. Project Name and Address
  - 2. Owner's Name and Address
  - 3. Architect/Consultant
  - 4. Contract Amount
  - 5. Date of Completion
  - 6. Extras and Changes
- B. The Contractor selected must appear on the approved list of Asbestos Abatement contractors on file at the State of Connecticut Department of Public Health (CT DPH) and hold a valid license for asbestos abatement within the State of Connecticut if the materials to be removed become a regulated asbestos containing material (RACM) during removal and/or if asbestos containing roofing materials enter the building and require abatement and/or interior materials require abatement (ceiling materials, roof drain/pipe/pipe fitting insulation, etc.). The Contractor must submit documentation of asbestos roofing material abatement training if this is the only

material(s) to be removed and the contractor only abates non-friable roofing materials as part of their work.

- C. Submit a written statement regarding whether the Contractor has ever been found out-of-compliance with federal or state asbestos and/or lead regulations pertaining to worker protection, removal, transport, or disposal.
- D. The Contractor shall be responsible for obtaining all necessary or required permits from the Federal, State and local agencies having jurisdiction over this asbestos abatement/roofing project. Failure on behalf of the Contractor to obtain these permits shall not result in any extension for the timely results of completion of the work set forth in the Contract. The Contractor shall be responsible and shall be required to pay any administrative penalties imposed on the owner for actions taken or lack thereof by the Contractor.
- E. Work includes any and all selective demolition and protective measures required to access and remove ACM and maintain a safe working environment.
- F. Upon completion of asbestos/roof removal, the contractor shall provide completed, signed and notarized statements indicating that all asbestos-containing materials identified in the scope of work and project description (Section 1.8 and 1.9) were properly removed and disposed of in accordance with applicable Federal, State, and local regulations.
- G. All contractors submitting a bid for this work shall visit the work site, attend a pre-bid meeting and walk-through, to be scheduled by the Owner, and be familiar with the work in its entirety. The contractors pre-meeting attendance and bid submission affirms his/her acceptance of the work, site, and building conditions as is.
- H. The contractor shall be responsible for paying the utility bills for the use of power and water (unless owner agrees to supply at no cost to contractor). However, if any such temporary facilities cannot be provided, it shall be the contractor's responsibility to provide all temporary connections and hook-ups as well as obtaining permits and paying all fees for making such services available for his work as is necessary. If necessary, the Contractor shall provide temporary services as specified herein, and as required or as necessary to carry out the work. This may include such items as portable generators, water tank trucks, pumps and necessary accessories or the means and equipment and services necessary to temporarily connect to and maintain such services from adjacent utility systems.
- I. All Contractor personnel involved with asbestos/roof removal work must be thoroughly familiar with the standard operating procedures of the Contractor for removal work as well as all applicable Federal and State regulations governing asbestos removal work. The contractor must comply with all applicable OSHA regulations for roofing/elevated work.
- J. The Supervisor and Asbestos Abatement workers shall be accredited in accordance with EPA regulation 40 CFR Part 763, subpart E, Appendix C; and CT DPH regulations as outlined in Section 19a-332a-1 through 19a-332a-16 (Standards for Asbestos Abatement), and Section 20-440-1 through 20-440-9 (Licensure and Training Requirements for Persons Engaged in Asbestos Abatement and Consulting Services) if applicable. Should the work be limited to only exterior non-friable roofing work, the owner may accept 8 hour training for roofing workers who only perform exterior roofing abatement activities.

- K. The Contractor shall be aware of all conditions of the Project and is responsible for verifying quantities and locations of all Work to be performed. Failure to do so shall not relieve the Contractor of its obligation to furnish all labor and materials necessary to perform the work. Any discrepancies noted shall be brought to the attention of the Owner and Engineer prior to bidding the project. No claims for extras shall be made during construction/abatement/ demolition. The contractor is solely responsible for all construction/abatement means, methods, techniques, sequences and procedures and for coordinating all work under the contract.
- L. Work includes necessary selective demolition and protective measures required to access and remove ACM/asbestos containing roofing materials and maintain a safe working environment.
- M. It is the sole responsibility of the Contractor to determine what, if any patents are applicable to the Project. The Contractor will pay all royalties and/or license fees, and will defend all suits or claims for infringement of any patent rights and save the Owner, Architect, Asbestos Safety Control Monitor, Design Sub-Consultant, and Construction Manager harmless from loss, including attorney's fees, on account thereof.
- N. The Contractor shall coordinate with the Consultant and maintain the project schedule. The schedule or phasing of work may be adjusted by the owner. Adjustments to the project phasing shall have no effect on the contract price as long as the scope of work is not altered by the owner.
- O. The abatement contractor shall hold and document daily pre-abatement safety tool box meeting to review safe work practices and emergency communication program for the project. The abatement contractor's supervisor and the consultant's project monitor must also ensure that proper fire extinguishing equipment is present. The supervisor shall be knowledgeable in use of fire extinguishing equipment, and emergency exit plans.

#### 1.6 TESTING LABORATORY SERVICES

- A. The Contractor shall submit to the Consultant the name; address and qualifications of proposed laboratories intended to be utilized for sample analysis as required by this section and they must be CT DPH approved. At a minimum, PCM air sampling complying with all applicable OSHA regulations is required. Air sampling must be performed for one week's time (5 days) at a minimum regardless of prior testing data.

#### 1.7 ADDITIONAL GENERAL REQUIREMENTS

- A. The Contractor shall employ a Supervisor with at least three (3) years' experience on projects of similar scope and magnitude who shall be responsible for all work involving asbestos/roof abatement as described in the specifications and defined in applicable regulations, and have full time daily supervision of the same. The Supervisor shall be the competent person as defined by OSHA regulations.
- B. The Contractor shall allow the work of this contract to be inspected if required by local, state, federal, and any other authorities having jurisdiction over such work. The Contractor shall immediately notify the Owner and Consultant and shall maintain written evidence of such inspection for review by the Owner and Consultant.
- C. The Contractor shall incur the cost of all fines resulting from regulatory non-compliance as issued by federal, state, and local agencies. The Contractor shall incur the cost of all work requirements

mandated by federal, state, and local agencies as a result of regulatory non-compliance, negligence or contamination of the building from exterior roof removal activities/abatement.

- D. The Contractor shall immediately notify the Owner and Consultant of the delivery of all permits, licenses, certificates of inspection, of approval, or occupancy, etc., and any other such instruments required under codes by authorities having jurisdiction, regardless of who issued, and shall cause them to be displayed to the Owner and Consultant for verification and recording. The contractor shall include CT DPH notification requirements for the work if exterior materials become friable during removal operations and/or interior materials are to be abated. It shall be incumbent upon the contractor performing the asbestos/roof removal to determine if the removal methods shall render the asbestos containing exterior roofing materials friable.

#### 1.8 SCOPE OF WORK

- A. This specification covers the proper and legal removal and disposal of asbestos-containing materials (ACM) and asbestos contaminated waste from the Staples High School project site located at 70 North Avenue in Westport, Connecticut. The abatement activities shall comply with all aspects of the contract documents and Federal, State and local requirements. "Older" asbestos-containing perimeter roof flashing materials exist and may be impacted by the work.

#### 1.9 PROJECT DESCRIPTION

- A. The site is an occupied elementary school. The re-roofing project involves approximately 178,600 square feet of roofing materials and limited asbestos containing materials that may be impacted by the work.
- B. The base bid includes the removal and disposal of all asbestos containing materials as identified herein, and on the architects drawings by workers meeting requirements of OSHA 1926.1101 for Class 2 work. The base bid will include the cost for removal and disposal of asbestos containing roof flashing materials that may be affected by re-roofing activities. Work includes filing and permitting all necessary applications, notifications, requirements and fees; insurance; necessary design services; providing skilled, licensed and certified labor; materials; and equipment necessary for proper preparation, handling, removal and legal disposal of all asbestos-containing materials and asbestos contaminated waste from the subject building in accordance with all requirements of applicable Federal, State and local regulations, these specifications and the contract drawings. The following materials and amounts are included in the base bid work.

**Base Bid**

Material	Location	Estimated Quantity of ACM that may be Abated
“Older” Tar on Top of Two Old Metal Vents	Roof 9	40 Square Feet if Affected by Work
“Older” Chimney Flashing Tar (Behind Newer Roofing Materials)	Multiple Chimneys	80 Square Feet if Affected by Work
“Older” Penetration Roof Flashing Materials On Vents, Exhausts, HVAC Components and Wall Flashing Materials (exposed and behind other materials and contaminated substrates) (some locations have newer roofing materials installed on top of asbestos-containing flashing materials)	Throughout All Roofs	All To Be Affected by Work

**The abatement/roofing contractor(s) is/are responsible for cleaning/decontaminating/abating the interiors of the building should their removal/abatement techniques result in asbestos containing roofing/other materials/waste enters the building (at no additional cost to the owner). This work will include pre-cleaning areas, moveable and non-moveable objects, constructing containments, etc. The owners consultant will perform visual inspections and re-occupancy air testing. This contractors/roofers work will all be performed at no additional cost to the owner.**

- C. Additional materials as discovered outside of those listed will be covered by unit prices if all is not listed as the quantity. Quantities are estimates only and should be verified by the Contractor. Some of the work will be performed in multiple mobilizations at different periods of time in conjunction with other trades (i.e., other trades work, demolition work, etc.). SD sheets for chemicals to be used during the project must be submitted to the Owner's Representative prior to site delivery. The contractor is responsible for providing temporary water, power, and heat as needed at the Site. Temporary lighting within the work areas must be connected to Ground Fault Circuit Interrupter (GFCI) Power Panels installed by a State of Connecticut licensed electrician and located outside of the work areas. The contractor shall be responsible for paying for the use of power and water. It shall also be the contractor's responsibility to provide all fixed and temporary connections and hook-ups as well as obtaining permits and paying all fees for making such services available for his work as is necessary. The Contractor shall provide services as

specified herein, and as required or as necessary to carry out the work. This will include such items as temporary hard line installation, portable generators for short term work, water tank trucks, pumps and necessary accessories or the means and equipment and services necessary to temporarily connect to and maintain such services from adjacent utility systems. The contractor is responsible for contacting all utility services and getting power connections from the electrical lines located on or adjacent to the properties.

- D. The general/abatement contractors shall only use heavy equipment operators that have proper asbestos training when disturbing/removing/moving and packing asbestos containing materials. Acceptable training for asbestos can be 32 hour asbestos worker training or 8 hours for non-friable roofing work with annual refresher training. All operators must also have current medicals, fit test data and wear respirators during work.
- E. The remediation/asbestos abatement contractor, their subcontractors, waste transporters and/or landfill(s) do not have permission to take/analyze building materials for PCB content/concentrations without written permission from the building owner prior to such sampling. Should the contractor or other parties listed above take/analyze PCB samples without the owner's permission and PCB's are found to be >1 ppm, the hazardous materials/remediation contractor will be responsible for **all costs** associated with the abatement/remediation/replacement of all the interior/exterior building materials and adjacent surfaces, including soil/asphalt/concrete/etc. as well as all costs associated with project delays, attorney fees for all parties affected and all costs resulting from CTDEEP/EPA requirements that may occur as a result.
- F. The Owner shall retain a Consultant for the purposes of project management and monitoring during Asbestos Abatement. The Consultant will represent the Owner in all phases of the abatement project at the discretion of the Owner. The Asbestos Abatement Contractor will regard the Consultant's direction as authoritative and binding as provided herein, in matters particularly but not limited to approval of work areas, review of monitoring results, completion of the various segments of work, final completion of the abatement, submission of data, and daily field punch list items. The State of Connecticut licensed Asbestos Consultant — Project Designer is Matthew Myers (license no. 000058).

#### 1.10 DEFINITIONS

- A. The following definitions relative to asbestos abatement apply:
  1. Abatement - Procedures to control fiber release from asbestos-containing materials; includes removal, encapsulation, and enclosure.
  2. Air Monitoring - The process of measuring the fiber concentration of an area or of a person.
  3. Amended Water - Water to which a surfactant has been added.
  4. Asbestos - The name given to a number of naturally occurring fibrous silicates. This includes the serpentine forms and the amphiboles and includes chrysotile, amosite, crocidolite, tremolite, anthophyllite, and actinolite, or any of these forms, which have been chemically altered.
  5. Asbestos Felt - a product made by saturating felted asbestos with asphalt or other suitable bindery, such as a synthetic elastomer.
  6. Asbestos Fibers - Those particles with a length greater than five (5) microns and a length to diameter ratio of 3:1 or greater.
  7. Asbestos Work Area - a regulated area as defined by OSHA 29 CFR 1926.1101 where asbestos abatement operations are performed which is isolated by physical barriers to prevent the spread of asbestos dust, fibers, or debris. The regulated area shall comply with

- requirements of regulated area for demarcation, access, respirators, prohibited activities, competent persons and exposure assessments and monitoring.
8. Asphalt Shingles, Composition Shingles or Strip Slates: (Pitched Roof Shingle) - a roofing material manufactured by saturating a dry felt with asphalt then coating the saturated felt with a harder asphalt mixed with a fine mineral, glass fiber, asbestos or organic stabilizer. All or part of the weather side may be covered with mineral granules, or with powdered talc or mica.
  9. Base Flashing (roof) - the flashing provided by upturned edges of a water tight membrane on a roof. May contain metal and associated waterproofing material or combination of roofing felts and waterproofing at the joint between a roofing surface and a vertical surface such as a wall or parapet. Also base flashing may be present at perimeter of completely flat roof.
  10. Built-Up Roofing (Composition Roofing, Felt and Gravel Roofing, Gravel Roofing) - a continuous roof covering made up of laminations or plies of saturated or coated roofing felts, alternated with layers of asphalt or coal-tar pitch and surfaced with gravel, paint or finish coat.
  11. Caulking - resilient mastic compound often having a silicone bituminous or rubber base; used to seal cracks, fill joints, and prevent leakage. Typical applications: around windows, and doors. Caulking is at joints between two dissimilar materials. (i.e. masonry to wood, masonry to steel)
  12. Clean Room - An uncontaminated area or room, which is a part of the worker decontamination enclosure with provisions for storage of workers' street clothes and protective equipment.
  13. Clearance Sampling - Final air sampling performed aggressively after the completion of the abatement project in a regulated area.  
Air samples collected by the air sampling professional having a fiber concentration of less than 0.01 fibers/cc of air in each of five (5) samples collected inside the containment will denote acceptable clearance sampling by Phase Contrast Microscopy.  
or  
Five air samples collected inside the containment by the air sampling professional having an average asbestos concentration of less than 70 structures per square millimeter of air will denote acceptable clearance sampling for Transmission Electron Microscopy.
  14. Competent Person - As defined by 29 CFR 1926.1101, a representative of the Abatement Contractor who is capable of identifying existing asbestos hazards in the workplace and selecting the appropriate control strategy for asbestos exposure. Who has authority to take prompt corrective measures to eliminate such hazards during asbestos removal. Competent person shall be properly trained in accordance with EPA's Model Accreditation Plan.
  15. Curtained Doorway - A device to allow ingress and egress from one area to another while permitting minimal air movement between the areas. Two curtained doorways spaced a minimum of six feet apart can form an airlock.
  16. Damp Proofing - application of a water impervious material to surface such as wall to prevent penetration of moisture, typically at foundation or below grade surface.
  17. Decontamination Enclosure System - A series of connected areas, with curtained doorways between any two adjacent areas, for the decontamination of workers and equipment. A decontamination enclosure system always contains at least one airlock and is adjacent and connected to the regulated area, where possible.
  18. Encapsulant - A liquid material which can be applied to asbestos-containing materials which controls the possible release of asbestos fibers from the materials either by creating a membrane over the surface (bridging encapsulant) or penetrating the material and binding its components together (penetrating encapsulant).

19. Equipment Room - Any contaminated area or a room that is part of the worker decontamination enclosure with provisions for storage of contaminated clothing and equipment.
20. Fixed Object - Unit of equipment or furniture in the work areas that cannot be removed from the work area.
21. Friable Asbestos Materials - Any material that contains more than 1% asbestos by weight, that can be crumbled, pulverized or reduced to powder by hand pressure.
22. Glazing Compound - any compound used to hold window glass in place, also referred to as putty, or glazier's putty, is not field applied, usually installed during manufacture of windows.
23. Hepa Filter - High Efficiency Particulate Air (HEPA) filter in compliance with ANSI Z9.2-1979.
24. Hepa Vacuum Equipment - Vacuum equipment equipped with an I IEPA filter system for filtering the effluent air from the unit.
25. Movable Object - Unit of equipment of furniture in the work area that can be removed from the work area.
26. Negative Air Pressure Equipment - A portable local exhaust system equipped with HEPA filtration used to create negative pressure in a regulated area (negative with respect to adjacent unregulated areas) and capable of maintaining a constant, low velocity air flow into regulated areas from adjacent unregulated areas.
27. NESHAPS - National Emissions Standard for Hazardous Air Pollutants regulations enforced by the EPA.
28. Permissible Exposure Level (PEL) - The maximum airborne concentration of asbestos fibers to which an employee is allowed to be exposed. The new level established by OSHA 29 CFR 1926.1101 is 0.1 fibers per cubic centimeter of air as an eight (8) hour time weighted average and 1.0 fibers /cc averaged over a sampling period of 30 minutes as an Excursion Limit. The Contractor is responsible for maintaining work areas in a manner that this standard is not exceeded.
29. Project Monitor - A professional capable of conducting air monitoring and analysis of schemes. This individual should be an industrial hygienist, an environmental scientist, or an engineer with experience in asbestos air monitoring and worker protection equipment and procedures. This individual should have demonstrated proficiency in conducting air sample collection in accordance with 29 CFR 1910.1001 and 29 CFR 1926.1101.
30. Regulated Area - An area established by the employer to demarcate where Class I, II, and III asbestos work is conducted and any adjoining area where debris and waste from such asbestos work accumulate, and a work area within which airborne concentrations of asbestos exceed or there is a reasonable possibility that they may exceed the PEL.
31. Shower Room - A room between the clean room and the equipment room in the work decontamination enclosure with hot and cold running water and suitably arranged for employee showering during decontamination. The shower room is located in an airlock between the contaminated area and the clean area.
32. Waterproofing - material, usually a membrane or applied compound (tar/mastic), used to make a surface impervious to water, includes concealed conditions (applications around doors, windows, and in wall cavities). Sometimes combined with felts.

#### 1.11 SUBMITTALS

- A. Pre-Work Submittals: Within 7 days prior to the pre-construction conference, the Contractor shall submit 3 copies of the documents listed below to the Owner and Engineer for review:



1. Valid Contractor's Asbestos Removal license issued by the Connecticut Department of Public Health (CT DPH) for friable and interior abatement. Applicable roofing training documentation for exterior non-friable roofing workers/supervisor.
2. Certificate of insurance covering work of this Contract.
3. Name, experience of supervisors, and copies of valid Asbestos Supervisor permits issued by the CT DPH if applicable.
4. Citations/Violations/Legal Proceedings: Submit a statement describing:
  - a. Any citations, violations, criminal charges, or legal proceedings undertaken or issued within the past two years by any law enforcement, regulatory agency, or consultant concerning performance on previous abatement contracts. Briefly describe the circumstances citing the Project and involved persons and agencies as well as the outcome of any actions.
  - b. Any litigation or arbitration proceedings arising out of performance on past Projects.
5. Work Schedule:
  - a. Show the complete sequence of abatement activities and the sequencing of Work within each building section.
  - b. Show the dates for the beginning and completion of each major element of Work including substantial completion dates for each Work Area, building, or phase.
  - c. Show projected percentage of completion for each item, as of the first day of each month.
  - d. Show final inspection dates.
6. Project Notifications: As required by Federal, State, and local regulatory agencies together with proof of transmittal (i.e. certified mail return receipt). The contractor shall notify the Connecticut Department of Public Health at least ten (10) days prior to the start of asbestos abatement, as required by the Regulations of Connecticut State Agencies, Section 19a-332a-3 if work will include any friable and/or interior asbestos abatement.
7. Abatement Work Plan: The Contractor shall design, prepare and submit to the Authority for review and approval, a detailed asbestos removal plan for the project in accordance with the applicable regulations and these specifications. The plan shall, at minimum, show limits of containment and work areas, methods of removal, location of decontamination units, number and location of negative air units, waste routes, waste storage location, entrance and exits, emergency exits, and any necessary details. Work shall not commence until the Authority has reviewed, commented and approved the Contractor's asbestos removal plan. Provide plans which clearly indicate the following:
  - a. All Work Areas/containments numbered sequentially.
  - b. Locations and types of all decontamination enclosures.
  - c. Entrances and exits to the Work Areas/containment.
  - d. Type of abatement activity/technique for each Work Area/containment.
  - e. Number and location of negative air units and exhaust if applicable. Also provide calculations for determining number of negative air pressure units.
  - f. Proposed location and construction of storage facilities and field office.
  - g. Location of water and electrical connections to building services.
  - h. Waste transport routes through the building to the waste storage container.
  - i. Contingency plan.

8. Name, location, and applicable licenses for primary and secondary landfill for disposal of asbestos-containing material and asbestos contaminated waste.
  9. Summary of proposed materials, and equipment to be used.
  10. Certification that vacuums, temporary ventilation equipment, and other equipment to be used meet the ANSI 29.2-79 requirement for airborne fiber filtration.
  11. If rental equipment is to be used in work area or to transport asbestos contaminated waste, provide notice to rental agency stating intended use of equipment, with copy to the Authority.
  12. Summary of the Contractor's workforce by disciplines. Include a notarized statement signed by the Contractor documenting that all proposed workers, by name, have received all required medical examinations and have been properly trained and certified in asbestos removal work, respirator use, to appropriate EPA and OSHA standards for asbestos removal. Include on statement Contractor's compliance with OSHA medical surveillance requirements.
  13. The Contractor shall submit his/her Health and Safety Plan and Standard Operating Procedures for this project for use in complying with the requirements of these Specifications and applicable regulations. The Plan shall include, but shall not be limited to: distribution and use of amended water, the sequencing of asbestos work, detailed schedules and dates, shift times, and work activities during that shift, the interface of other trades involved in the performance of work, methods to be used to assure the safety of building occupants and visitors to the Site, security of the work areas, and a detailed description of the methods to be employed to control airborne fiber concentrations.
  14. Written description of emergency procedures to be followed in case of injury or fire. This section must also include evacuation procedures, sources of medical assistance and procedures for access by medical personnel.
  15. Level of respiratory protection intended for each operation for the project.
- B. Project Closeout Submittals: Submit the following to Owner and Consultant at the close out of the Project (no later than 15 days subsequent to site demobilization):
1. Originals of all waste disposal manifests, seals, and disposal logs.
  2. OSHA compliance air monitoring records conducted during the Work.
  3. Daily progress log.
    - a. A list of all Workers used in the performance of the Project, including name, social security number, and CT DPH certification number if applicable.
    - b. For each Worker used in the performance of the Project, submit required employee statements including Medical Examination Statement, Worker's Acknowledgment Statement, Respirator Fit Test, and Employee Training Statement.
    - c. Certification for the laboratory that analyzed the OSHA personnel air samples.
    - d. A notarized "Release of Liens" in a form acceptable to the owner. Such notarized release of liens shall certify that all sub-Contractors, labor suppliers, etc. have been paid their pro rate share of all payments to date for the project, that the Contractor has no basis for further claims, and will not make further claims for payment in any account after the first payment is made to him.

#### 1.12 MEDICAL REQUIREMENTS

- A. Prior to potential exposure to airborne asbestos fibers, provide workers with a comprehensive medical examination as required by 29 CFR 1910.1001, and 29 CFR 1926.1101.

1. This examination is not required if adequate records show the employee has been examined as required by 29 CFR 1910.1001, and 29 CFR 1926.1101 within the past year.
  2. The same medical examination shall be given on an annual basis to employees engaged in an occupation involving asbestos fibers and within thirty (30) calendar days before or after the termination of employment in such occupations.
- B. As required by 29 CFR 1910.1001, and 29 CFR 1926.1101 maintain complete and accurate records of employees' medical examinations for a period of thirty (30) years after termination of employment and make records of the required medical examinations available for inspection and copying to: The Assistant Secretary of Labor for Occupational Safety and Health, the Director of the National Institute for Occupational Safety and Health (NIOSH), authorized representatives of either of them, and an employee's physician upon the request of the employee or former employee.
- C. The Contractor shall furnish the Owner evidence of its firm's medical surveillance program required under 29 CFR 1910.1001, and 29 CFR 1926.1101.

#### 1.13 REGULATIONS AND STANDARDS

Regulatory compliance includes but is not necessarily limited to applicable requirements set forth by:

A. Federal Regulations:

1. 29 CFR 1910 and 1926 – Construction and General Industry Standards
2. 29 CFR 1910.1001, "Asbestos" (OSHA)
3. 29 CFR 1910.1200, "Hazard Communication" (OSHA)
4. 29 CFR 1910.134, "Respiratory Protection" (OSHA)
5. 29 CFR 1910.145, "Specification for Accident Prevention Signs and Tags" (OSHA)
6. 29 CFR 1910.146, "Permit Required Confined Spaces" (OSHA)
7. 29 CFR 1926, "Construction Industry" (OSHA)
8. 29 CFR 1926.1101, "Asbestos, Tremolite, Anthophyllite, and Actinolite" (OSHA)
9. 29 CFR 1926.500 "Guardrails, Handrails and Covers" (OSHA)
10. 29 CFR 1926.501 "Fall Protection" (OSHA)
11. 40 CFR 61, Subpart A, "General Provisions" (EPA)
12. 40 CFR 61, Subpart M, "National Emission Standards for Hazardous Air Pollutants (NESHAP)" (EPA)
13. 40 CFR 763 Subpart E, "Asbestos in Schools Regulations" (EPA)
14. 49 CFR 171-172, Transportation Standards (DOT)

B. Connecticut Regulations:

State requirements which govern asbestos abatement work and hauling and disposal of asbestos waste materials include but are not necessarily limited to the following:

1. Connecticut Department of Environmental Protection (Solid Waste Management Regulations).
2. Connecticut Department of Public Health (CT-DPH) regulations outlined in Section 19a-332a-1 through 19a-332a-16 "Standards for Asbestos Abatement"

3. CT-DPH regulations outlined in Section 20-440-1 through 20-440-9 and 20-441 “Licensure and Training Requirements for Persons Engaged in Asbestos Abatement and Consulting Services”
4. Connecticut Department of Labor (CT-DOL)
5. Connecticut Department of Transportation (DOT)

C. Local Regulations:

Local agencies which may govern or have certain requirements regarding asbestos abatement work or hauling and disposal of asbestos waste materials include but are not necessarily limited to the following:

1. Building Department
2. Health Department
3. Fire Department

D. Standards and Guidance Documents:

1. American National Standard Institute (ANSI) Z88.2-80, Practices for Respiratory Protection
2. ANSI Z9.2-79, Fundamentals Governing the Design and Operation of Local Exhaust Systems
3. EPA 560/585-024, Guidance for Controlling Asbestos Containing Materials in Buildings (Purple Book)
4. EPA 530-SW-85-007, Asbestos Waste Management Guidance

1.14 EXEMPTIONS

- A. Any deviations from these specifications require the written approval and authorization from the Owner and Consultant.
- B. Any modifications from the standard work practices identified in the CT DPH Standards for Asbestos Abatement, Sections 19a-332a-1 to 19a-332a-16, must be requested in writing, and approved in writing from the CT DPH.

1.15 FINAL AIR CLEARANCE

- A. Following the completion of the encapsulation phase of the work, the Consultant shall collect final air clearance samples inside the work area per AHERA regulation 40 CFR Part 763, and in compliance with CT DPH regulations. The Owner of the facility shall be responsible for payment of the sampling and analysis of the initial final air clearance samples only. The Contractor shall be responsible for payment of all costs associated with the collection and analysis of additional final air clearance samples if the first set of samples fail to satisfy the clearance criteria. Exterior non-friable roofing abatement does not require clearance re-occupancy air sampling however the consultant may perform air sampling during removal activities.

#### 1.16 NOTIFICATIONS, POSTINGS, SUBMITTALS, AND PERMITS

- A. The Contractor shall make the following notifications, and provide the submittals to the following agencies prior to the commencement of removal work. This notification is required ten (10) calendar days prior to the start of the abatement project if the work is going to render the exterior non-friable roofing materials, friable and/or interior abatement is to occur:
1. U.S. EPA, Region 1  
5 Post Office Square, Suite 100 (OES05-4)  
Boston, MA 02109-3912
  2. Connecticut Department of Public Health  
410 Capital Avenue MS #12 AIR  
P.O. Box 340308  
Hartford, CT 06134
- B. The minimum information included in the notification to these agencies includes:
1. Name and address of building Owner/Operator
  2. Building location
  3. Building size, age, and use
  4. Amount of friable asbestos
  5. Work schedule, including proposed start and completion date
  6. Asbestos removal procedures to be used
  7. Name and location of disposal site for generated asbestos waste, residue, and debris
  8. If landfill opens in Connecticut to accept ACM waste, Consultant will notify CTDEEP prior to utilizing said landfill.

#### 1.17 WORK SITE SAFETY PLAN

- A. The Contractor shall establish a set of emergency procedures and shall post them in a conspicuous place at the work site. The safety plan should include provisions for the following:
1. Evacuation of injured workers.
  2. Emergency and fire exit routes from all work areas including roofing.
  3. Emergency first aid treatment
  4. Local telephone numbers for emergency services including ambulance, fire, and police.
  5. A method to notify occupants of the building in the event of a fire or other emergency requiring evacuation of the building.
- B. The Contractor is responsible for training all workers in these procedures.

1.18 INDEPENDENT AIR SAMPLING AND ASBESTOS ABATEMENT MONITORING

- A. This section describes independent air sampling work being performed on behalf of the Owner. This work is not in the Contract Sum. This section describes air monitoring carried out by the Owner's Consultant to verify that the building beyond the work area and the outside environment remains uncontaminated. (Personal air monitoring required by OSHA is work to be performed by the Contractor and is within the Contract Sum.)
- B. The purpose of the Owner's Consultant's air monitoring is to detect faults in the work are isolation such as:
  - 1. Contamination of the building outside of the work area by airborne asbestos fibers
  - 2. Failure of filtration or rupture in the differential pressure system (interior friable materials)
  - 3. Contamination of air outside the building envelope by airborne asbestos fibers.

Should any of the above occur the Contractor shall immediately cease asbestos abatement activities until the fault is corrected. Do not recommence work until authorized by the Owner's Consultant.
- C. The Owner's Consultant will monitor airborne fiber counts in the Work Area. The purpose of this air monitoring will be to detect airborne asbestos concentrations, which may challenge the ability of the Work Area isolation procedures to protect the balance of the building or outside of the building from contamination by airborne fibers.
- D. To determine if the elevated airborne fiber counts encountered during abatement operations have been reduced to an acceptable level, the Consultant will sample and analyze air in accordance with clearance air sampling requirements.
- E. The Owner's Consultant will perform on-site monitoring throughout the course of the project, as follows:
  - 1. All work procedures shall be continuously monitored by the Consultant to assure that areas outside the designated work locations in/on the buildings will not be contaminated.
  - 2. Prior to work on any given day, the Contractor's designated "competent person" shall discuss the day's work schedule with the Consultant to evaluate job tasks with respect to safety procedures and requirements specified to prevent contamination of the building or the employees. This includes a visual survey of the work area and the decontamination of the building or the employees. This includes a visual survey of the work area and the decontamination enclosure systems.

1.19 CONTRACTOR'S AIR SAMPLING RESPONSIBILITY

- A. The Contractor shall independently retain an air sampling professional to monitor airborne asbestos concentrations in the workers' breathing zone and to establish conditions and work procedures for maintaining compliance with OSHA Regulations 29 CFR 1910.1001 and 1926.1101.
- B. The Contractor's air sampling professional shall document all air sampling results and provide a report to the Consultant within 48 hours after sample collection. Exterior non-friable roofing removal activities must have a minimum of 5 days air sampling data or for the length of the project.

- C. All air sampling shall be conducted in accordance with methods described in OSHA Standards 29 CFR 1910.1001 and 1926.1101 and the OSHA Respiratory Protection Standard 29 CFR 1910.134.
- D. A minimum of 20% of all workers in each working category (i.e., gross removal, final clearance, etc.) must be monitored each day of asbestos removal activities.
- E. Phase Contrast Microscopy may be used to analyze personal air samples. The Contractor shall arrange and pay for all costs of the testing. Laboratories used shall be currently enrolled in the American Industrial Hygiene Association Proficiency Analytical Testing Program or an equivalent recognized program and approved by CT DPH.

#### 1.20 PROPER WORKER PROTECTION

- A. This section describes the equipment and procedures required for protecting workers against asbestos contamination and other workplace hazards except for respiratory protection.
- B. All workers are to be accredited as Abatement Workers as required by the AHERA regulation 40 CFR 763 Appendix C to Subpart E if the materials to be removed become regulated. Appropriate OSHA training is required of all workers and roofing personnel performing asbestos removal.
- C. The Contractor is required to be certified and accredited as required by the State of Connecticut Department of Public Health Services if materials being removed become friable (RACM).
- D. In accordance with 29 CFR 1926 and 2-440-7 of RCSA, all workers shall receive a training course covering the dangers inherent in handling asbestos, the dangers of breathing asbestos dust, proper work procedures, and proper worker protective measures. This course must include but is not limited to the following:
  - 1. Methods of recognizing asbestos
  - 2. Health effects associated with asbestos
  - 3. Relationship between smoking and asbestos in producing lung cancer
  - 4. Nature of operations that could result in exposure to asbestos
  - 5. Importance of and instruction in the use of necessary protective controls, practices and procedures to minimize exposure including:
    - a. Engineering controls
    - b. Work Practices
    - c. Respirators
    - d. Housekeeping procedures
    - e. Hygiene facilities
    - f. Protective clothing
    - g. Decontamination procedures
    - h. Emergency procedures
    - i. Waste disposal procedures
  - 6. Purpose, proper use, fitting, instructions, and limitations of respirators as required by 29 CFR 1910.134
  - 7. Appropriate work practices for the work
  - 8. Requirements of medical surveillance program

9. Review of 29 CFR 1926
  10. Pressure Differential Systems
  11. Work practices including hands on or on-job training
  12. Personal Decontamination procedures
  13. Air monitoring, personal and area
- E. The Contractor shall provide medical examinations for all workers who may encounter an airborne fiber level of 0.1 f/cc or greater for an 8 hour Time Weighted Average. Examination shall, at a minimum, meet OSHA requirements as set forth in 29 CFR 1926 In addition, provide an evaluation of the individual's ability to work in environments capable of producing heat stress in the worker.
- F. Submit the following to the Consultant for review. The Contractor shall not start work until these submittals are returned with Consultant action stamp indicating that they are approved.
1. Submit copies of certificates from an EPA-approved AHERA Abatement Workers course for each worker as evidence that each asbestos Abatement Worker is accredited as required by the AHERA Regulation 40 CFR 763 Appendix C to Subpart E, February 3, 1994 or evidence of OSHA compliant roofing abatement training if work only pertains to exterior non-friable roofing materials.
  2. Submit evidence that the Contractor is certified to perform asbestos abatement work by the State of Connecticut Department of Public Health services if exterior friable or interior abatement is to occur.
  3. Submit an original signed copy of the Certificate of Worker's Acknowledgment found at the end of this section, for each worker who is to be at the job site or enter the Work Area.
  4. Submit documents verifying that each worker has had a medical examination within the last 12 months as part of compliance with OSHA medical surveillance requirements. Submit, at a minimum, for each worker the following:
    - a. Name and Social Security Number
    - b. Physicians Written Opinion from examining physician including at a minimum the following:
  5. Whether worker has any detected medical conditions that would place the worker at an increased risk of material health impairment from exposure to asbestos.
  6. Any recommended limitations on the worker or on the use of personal protective equipment such as respirators.
  7. Statement that the worker has been informed by the physician of the results of the medical examination and of any medical conditions that may result from asbestos exposure.
  8. Copy of information that was provided to physician in compliance with 29 CFR 1926
  9. Statement that worker is able to wear and use the type of respiratory protection proposed for the project, and is able to work safely in an environment capable of producing heat stress in the worker.
- G. Submit certification signed by an officer of the abatement-contracting firm and notarized that exposure measurements, medical surveillance, and worker training records are being kept in conformance with 29 CFR 1926.



- H. The Contractor shall maintain control of and be responsible for access to all work areas to ensure the following requirements:
1. Non-essential personnel are prohibited from entering the area
  2. All authorized personnel entering the work area shall read the "Worker Protection Procedures" which are posted at the entry points to the enclosure system, and shall be equipped with properly fitted respirators and protective clothing
  3. All personnel who are exiting from the decontamination enclosure system/work area shall be properly decontaminated
  4. Asbestos waste that is taken out of the work area must be properly bagged and labeled in accordance with these specifications. The surface of the bags shall be decontaminated. Asbestos leaving the enclosure system must be immediately transported off-site or immediately placed in locked, posted temporary storage on-site, and removed within 24 hours of the project conclusion.
  5. Any material, equipment, or supplies that are brought out of the decontamination enclosure system/work area shall be cleaned and decontaminated by wet cleaning and/or HEPA vacuuming of all surfaces.

#### 1.21 POST-PROJECT CLOSEOUT

- A. The Contractor shall provide all required documentation as required by this specification once his/her work is complete, final clearances passed (if applicable) and asbestos waste disposed of. This should include but not be limited to: bound copy of the daily log containing log of daily work activities, all supervisor and worker certificates of training and Connecticut licenses, certificates of insurance, daily sign in sheets, containment entry/exit logs, copy of recording manometer charts, waste shipment records, personal air monitoring laboratory reports and chain-of-custody documentation, and project completion certificate. Final payment shall not be made to the Contractor until all required documentation is submitted and verified.

### PART 2 - PRODUCTS

#### 2.1 MATERIALS

- A. Deliver all materials in the original packages, containers, or bundles bearing the name of the manufacturer and the brand name and product technical description.
- B. Damaged or deteriorating materials shall not be used and shall be removed from the premises. Material that becomes contaminated with asbestos shall be decontaminated or disposed of as asbestos waste.
- C. Polyethylene sheet in a roll size to minimize the frequency of joints shall be delivered to the job site with factory label indicating 4 or 6 mil.
- D. Polyethylene disposable bags shall be six (6) mil with pertinent pre-printed label. Tie wraps for bags shall be plastic, five (5) inches long (minimum), pointed and looped to secure filled plastic bags.
- E. Tape or adhesive spray will be capable of sealing joints in adjacent polyethylene sheets and for attachment of polyethylene sheet to finished or unfinished surfaces of dissimilar materials and capable of adhering under both dry and wet conditions, including use of amended water.

- F. Surfactant (wetting agent), shall consist of fifty (50) percent polyoxyethylene ether and fifty (50) percent polyoxyethylene ester, or equivalent, and shall be mixed with water to provide a concentration of one (1) ounce surfactant to five (5) gallons of water or as directed by manufacturer.
- G. Removal encapsulant shall be non-flammable factory prepared penetrating chemical encapsulant found acceptable to Consultant. Usage shall be in accordance with manufacturer's printed technical data.
- H. The Contractor shall have available spray equipment capable of mixing wetting agent with water and capable of generating sufficient pressure and volume and having sufficient hose length to reach all areas with asbestos.
- I. Impermeable containers are to be used to receive and retain any asbestos-containing or contaminated materials until disposal at an acceptable disposal site. The containers shall be labeled in accordance with OSHA Standard 29 CFR 1926.1101. Containers must be both air and watertight.
- J. Labels and signs, as required by OSHA Standard 29 CFR 1926.1101, will be used.
- K. Encapsulant shall be bridging or penetrating type which has been found acceptable to the Consultant. Usage shall be in accordance with manufacturer's printed technical data.
- L. HEPA filtered local exhaust ventilation shall be utilized during the installation of enclosures and supports where asbestos-containing materials may be disturbed.

## 2.2 TOOLS AND EQUIPMENT

- A. The Contractor shall provide all tools and equipment necessary for asbestos removal, encapsulation and enclosure.
- B. The Contractor's air monitoring professional shall have air-monitoring equipment of type and quantity to monitor operations and conduct personnel exposure surveillance per OSHA requirements.
- C. The Contractor shall have available sufficient inventory or dated purchase orders for materials necessary for the job including protective clothing, respirators, filter cartridges, polyethylene sheeting of proper size and thickness, tape and air filters.
- D. The Contractor shall provide (as needed) temporary electrical power panels, electrical power cables, and electrical power sources (such as generators). Any electrical connection work affecting the building electrical power system shall be performed by a State of Connecticut licensed electrician.
- E. The Contractor shall have available shower stalls and plumbing to support same to include sufficient hose length and drain system or an acceptable alternate.

- F. Exhaust air filtration system units shall contain HEPA filter(s) capable of sufficient air exhaust to create negative pressure of -0.02 inches of water within enclosure with respect to outside area. Equipment shall be checked for proper operation by smoke tubes or differential pressure gauge before the start of each shift and at least twice during the shift. Adequate exhaust air shall be provided for a minimum of four (4) air changes per hour within the enclosure. No air movement system or air filtering equipment shall discharge unfiltered air outside. This is required for interior abatement areas/containment.
- G. Vacuum units, of suitable size and capacities for the project, shall have HEPA filter(s) capable of trapping and retaining at least 99.97 percent of all monodispersed particles of 0.3 micrometers in diameter or larger.
- H. The Contractor will have reserve units so that the station system will operate continuously.

## 2.3 RESPIRATORY PROTECTION

- A. Select respirators from those approved by the Mine Safety and Health Administration (MSHA), and the National Institute for Occupational Safety and Health (NIOSH), Department of Health and Human Services.
- B. Respirators shall be individually fit-tested to personnel under the direction of an Industrial Hygienist on a yearly basis. Fit-tested respirators shall be permanently marked to identify the individual fitted, and use shall be limited to that individual. Fit-test records shall be maintained on-site for each employee.
- C. Where fiber levels permit, and in compliance with regulatory requirements, Powered Air Purifying Respirators (PAPR) are the minimum allowable respiratory protection permitted to be utilized during gross removal operations. The Contractor shall use supplied air respirator for confined space requirements. PAPR's are the minimal respiratory protection required for all thermal system insulation and surfacing asbestos abatement.
- D. No respirators shall be issued to personnel without such personnel participating in a respirator training program.
- E. High Efficiency Particulate Air (HEPA) respirator filters shall be approved by NIOSH and shall conform to the OSHA requirements in 29 CFR 1910.134 and 29 CFR 1926.1101.
- F. A storage area for respirators shall be provided by the Contractor in the clean room side of the personnel decontamination enclosure where they will be kept in a clean environment.
- G. The Contractor shall provide and make available a sufficient quantity of respirator filters so that filter changes can be made as necessary during the Work day. Filters will be removed and discarded during the decontamination process. Filters cannot be reused. Filters must be changed if breathing becomes difficult.
- H. Filters used with negative pressure air purifying respirators shall not be used any longer than one eight (8) hour work day.
- I. Any authorized visitor, worker, or supervisor found in the Work Area not wearing the required respiratory protection shall be removed from the project site and not be permitted to return.

- J. The Contractor shall have at least two (2) Powered Air Purifying Respirators stored on-site designated for authorized visitors use. Appropriate respirator filters for authorized visitors shall be made available by the Contractor.
- K. Establish a respirator program as required by ANSI Z88.2 and 29 CFR 1910.134, and 29 CFR 1926.1101. Provide respirator training and fit-testing.

## 2.4 PROTECTIVE CLOTHING

- A. Provide personnel utilized during the Project with disposable protective whole body clothing, head coverings, gloves and foot coverings. Provide disposable plastic or rubber gloves to protect hands. Cloth gloves may be worn inside the plastic or rubber for comfort, but shall not be used alone. Make sleeves secure at the wrists and make foot coverings secure at the ankles by the use of tape, or provide disposable coverings with elastic wrists or tops.
- B. Provide sufficient quantities of protective clothing to assure a minimum of four (4) complete disposable outfits per day for each individual performing abatement Work.
- C. Eye protection and hard hats shall be provided and made available for all personnel entering any Work Area.
- D. Authorized visitors shall be provided with suitable protective clothing, headgear, eye protection, and footwear whenever they enter the Work Area.

## PART 3 - EXECUTION

### 3.1 PRE-ABATEMENT MEETING

- A. At least one week prior to the start of work a Pre-Construction Meeting will be scheduled and must be attended by the Contractor and any Sub-Contractors. The assigned Contractor Site Supervisor is also required to attend this meeting.
- B. The Contractor shall present a detailed project schedule and project submittals at the Pre-Construction Meeting. Variations, amendments, and corrections to the presented schedule will be discussed, and the Owner and Consultant will inform the Contractor of any scheduling adjustments for this project.
- C. Following the Pre-Construction Meeting, the Contractor shall submit a revised schedule (if needed) no later than one week after the meeting.

### 3.2 WORK AREA PREPARATION

- A. Where necessary, shut down electrical power, including receptacles, equipment and light fixtures. Under no circumstances during the decontamination procedures will lighting fixtures be permitted to be operating when the spraying of amended water may contact the fixture (interior abatement). Provide GFCI devices, temporary power, and temporary lighting installed in compliance with the applicable electrical codes. All installations are to be made by a State of Connecticut licensed electrician.

- B. Shut down and/or isolate heating, cooling, and ventilation air systems or zones to prevent contamination and fiber dispersal to areas of the structure. During the work, vents within the work area (including exterior) shall be "criticalled" with duct tape and polyethylene sheeting.
- C. The Contractor shall be responsible for removing furniture from the work areas. The Contractor shall pre-clean moveable objects within the proposed work areas using HEPA vacuum equipment and/or wet cleaning methods as appropriate and remove such objects from work areas to a temporary location. For example, ceiling tiles to gain access to materials.
- D. Seal off all openings, including, but not limited to, windows, corridors, doorways, skylights, ducts, grills, diffusers, and any other penetration of the work areas, with polyethylene sheeting a minimum of six (6) mils thick, sealed with duct tape. This includes doorways, vents, windows and corridors that will not be used for passage during work areas and occupied areas. These are required for all openings/materials on roofs as well during abatement (ducts, ventilation systems, doors, windows, skylights, etc.).
- E. Pre-clean fixed objects within the work areas, using HEPA vacuum equipment and/or wet cleaning methods as appropriate, and enclose with a minimum six (6) mil plastic sheeting sealed with duct tape.
- F. Clean the proposed work areas using HEPA vacuum equipment or wet cleaning methods as appropriate. Do not use methods that raise dust, such as dry sweeping or vacuuming with equipment not equipped with HEPA filters.
- G. After HEPA vacuum cleaning, cover fixed walls with two (2) layers of four (4) mil polyethylene sheeting to the floor level. Where fixed walls are not used, two layers of six (6) mil polyethylene sheeting will be applied to a rigid framework of wood, metal, or PVC. Where floor tile/mastic is not being abated, cover the floor with two (2) layers of six-mil polyethylene sheeting. All overlaps shall be sealed with tape or spray adhesive.
- H. Maintain emergency and fire exits from the work areas, or establish alternate exits satisfactory to fire officials.
- I. Clean and remove ceiling mounted objects, such as lights and other items not sealed off, which interfere with asbestos abatement. Use hand-held amended water spraying or HEPA vacuuming equipment during fixture removal to reduce settled fiber dispersal.
- J. Create pressure differential between work areas and uncontaminated areas by the use of acceptable negative air pressure equipment sufficient to provide four (4) air changes per hour and create negative pressure of -0.02 inches of water within enclosure with respect to outside area as measured on a water gauge for interior containments.

### 3.3 DECONTAMINATION SYSTEM

- A. The following requirements shall be followed for the worker decontamination unit:
  - 1. At all asbestos abatement projects, work areas shall be equipped with decontamination facilities consisting of: a clean room, a shower room, and an equipment room attached to each containment. Decontamination facilities are required for all abatement work, friable or non-friable, interior or exterior.

2. The decontamination enclosure system chambers shall be constructed to meet the criteria of the Specification. The decontamination enclosure shall be installed watertight to prevent water leaks. The interior shall be lined with two layers of 6-mil fire-retardant plastic sheeting, with a minimum overlap of 16 inches at seams and sealed (airtight) by tape and adhesive. The interior floor shall be sheathed with (2) layers of reinforced fire retardant plastic sheeting with a minimum overlap on the wall of sixteen (16) inches. The contractor shall ensure compliance with local building codes and other regulations governing temporary structures.
3. Curtained Doorways: Three overlapping sheets of 6-mil polyethylene shall be placed over a framed doorway and secured along the top of the doorway. Secure the vertical edge of the outer sheets along one vertical side of the doorway and the vertical edge of the center sheet along the opposite vertical side of the doorway. The sheets shall be weighted so that they close quickly after being released.
4. Air Locks: Air locks shall consist of two curtained doorways placed a minimum of three feet apart.
  - a. Clean Room: In this room, persons remove and leave all street clothes and put on clean disposable coveralls. Approved respiratory protection equipment is stored in this area. The floor of the clean room must be kept dry at all times. At the end of each shift, the room must be cleaned using wet rags. Also, a lockable door may be installed. No asbestos-containing materials are allowed in this room. The clean room shall be equipped with suitable hooks, lockers, shelves, etc. for workers to store personal articles and clothing. **THIS IS NOT A CONTAMINATED AREA.**
  - b. Shower Room: Provide a completely watertight operational shower to be used by cleanly dressed workers heading for the Work area from the clean room or for showering workers headed out of the Work Area after dressing in the Equipment Room. Shower must be constructed so that water leakage is minimized. The shower shall have one shower per six full shift abatement people, calculated on the basis of the largest shift. Any leaking water must be cleaned immediately. Showers must be equipped with hot and cold running water, soap and sufficient disposable towels for the number of workers at the job site. Arrange water shut off and drain pump operation controls, so that a single individual can shower without assistance from either inside or outside the Work Area. **THIS IS A CONTAMINATED AREA.** Pump wastewater into a polyethylene lined 55-gallon drum located in the Work Area to be added to the asbestos waste. If the water is allowed by the work treatment workers to be pumped into a drain, provide 20 micron and 5 micron waste water filters in line to drain. Change filters at a minimum of once a day. Locate filters inside the shower unit, so that the shower pan catches the water lost during filter change.
  - c. Equipment Room: Work equipment, footwear, and all other contaminated work clothing are to be left here upon exiting Work Area. A walk-off pan filled with water shall be located in the work area just outside the equipment room for workers to clean foot coverings while exiting the work area. This is a change and transit area for workers. Provide a drop cloth layer of sheet plastic on the floor of the Equipment Room for every shift change. Roll drop cloth layer in upon itself at the end of each shift and dispose of as contaminated waste. **THIS IS A CONTAMINATED AREA.** Each room shall be separated from the other and from the work area by airlocks such as will prevent the free passage of air or asbestos fibers and shall be accessible through doorways protected with three (3) overlapping 6 mil polyethylene sheets which shall be weighed, so as to fall into place when people pass through the area. The shower room shall be contiguous to the clean room and equipment room. All

personnel entering or leaving the work area shall pass through the shower room. The number of showers provided shall satisfy the requirements of OSHA 29 CFR 1910.141. Hot and cold water shall be supplied to the showers. The equipment room (dirty room) shall be situated between the shower room and the work area and separated from both by means of suitable barriers or overlapping flaps such as will prevent the free passage of air or asbestos fibers.

Decontamination chamber doors shall be of sufficient height and width to enable replacement of equipment, which may fall, and to safely stretch or carry an injured worker from the Site without destruction of the chamber or unnecessary risk to the integrity of the work area. Such doors must be at least four (4) feet wide, and the distance between sets of doors must be at least four (4) feet.

5. No person or equipment shall leave the asbestos abatement project work area unless first decontaminated by showering, wet washing or HEPA vacuuming to remove all asbestos debris. No asbestos contaminated materials or persons shall enter the clean room.
6. Where feasible, decontamination systems shall abut the work area. In situations where it is not possible, due to unusual conditions, to establish decontamination systems contiguous to the work area, personnel shall be directed to remove visible asbestos debris from their persons by HEPA-filtered vacuuming prior to donning clean disposable coveralls while still in the work area, and proceeding directly to a remote decontamination system to shower and change clothes to follow work area exit procedures.
7. In specific situations where the asbestos contractor determines that it is not feasible to establish a contiguous decontamination system at a work site, the asbestos contractor shall utilize a remote decontamination system if approved by Langan. Such systems must be operated in conformance with 29 CFR 1926.1101, Appendix F.

B. Remote Decontamination Facility:

For exterior work on the roof, glove bag or tent procedures, when full containment enclosure is not feasible, the Contractor shall provide remote personnel decontamination enclosure system if approved by the Consultant - Langan.

- C. Occupied areas and/or building space not within the work areas shall be separated from asbestos abatement work areas by means of airtight barriers.
- D. Construct the decontamination system with wood or metal framing, 3/8" sheathing and cover both sides with a double layer of six (6) mil polyethylene sheeting, spray glued or taped at the joints. Caulk joints watertight at floor, walls, and ceiling.
- E. The Contractor and the Consultant shall visually inspect barrier several times daily to assure effective seal and the Contractor shall repair defects immediately

F. Waste/Equipment Decontamination Enclosure System:

This system is located adjacent to the work area. The equipment decontamination enclosure system, consisting of two totally enclosed spaces, shall be constructed as follows:

1. Equipment Washroom: An equipment washroom shall have two air locks: one adjacent to the work area and one common air lock which separate it from the holding area. The washroom shall have facilities for washing material containers and equipment. Gross

removal of dust and debris from contaminated material containers and equipment shall be accomplished in the work area, prior to moving to the washroom.

2. Holding Area: A holding area shall share a common air lock with the equipment washroom and shall have a curtained doorway to outside areas. A hinged, lockable door shall be placed at the holding area entrance to prevent unauthorized access into the work area.
3. Remote Decontamination Facility: For exterior work on the roof, glove bag or tent procedures, when full containment enclosure is not required, the Contractor shall provide remote Waste/Equipment decontamination enclosure system as specified.

### 3.4 ABATEMENT REMOVAL PROCEDURES

- A. Regulatory compliance will include, but is not necessarily limited to, applicable requirements set forth by the Federal Environmental Protection Agency (EPA), Connecticut Departments of Public Health (CT DPH), Connecticut Department of Environmental Protection, and Local Health and Building Departments.
- B. The following procedures shall be followed while performing the abatement activities:
  1. No asbestos abatement work, including preparation, shall be performed or continued without having proper notification and a certified supervisor at the work area. The Contractor shall have a designated "competent person" on the job at all times to ensure establishment of a proper enclosure system and proper work practices throughout the project.
  2. Abatement work will not commence until authorized by the Consultant.
  3. Provide and display danger signs at every entrance to the work areas in clearly visible locations indicating that asbestos removal work is being conducted and unauthorized and not protected persons should not enter.

Signs must use the following legend:

DANGER  
ASBESTOS  
CANCER AND LUNG DISEASE HAZARD  
RESPIRATORS AND PROTECTIVE CLOTHINGS  
ARE REQUIRED IN THIS AREA

Signs shall be posted which meet the specifications set forth in 29 CFR 1926.1101 at all approaches to the work area. Signs shall be posted a sufficient distance from the work area to permit a person to read the sign and take precautionary measures to avoid exposure to asbestos.

4. The worker decontamination enclosure system shall be installed or constructed prior to plasticizing the work area or before disturbing ACM. The waste decontamination enclosure system shall be installed or constructed prior to commencement of gross removal work.



5. Following a federal court of appeals decision, the Occupational Safety and Health Administration has issued a final rule on June 29, 1988 removing regulation of asbestos containing asphalt roof cements, mastics and coatings from the OSHA standards for occupational exposure to asbestos in construction and shipyard work. However, friable materials (felts, papers, etc.) continue to be regulated by OSHA, federal (no visible emissions) and state entities. OSHA 8 hour asbestos roof training is required for this project at a minimum.
6. Exterior non-friable materials which are not RACM as defined by EPA and CT DPH are not required to be removed by a licensed asbestos abatement contractor in the State of Connecticut. This is applicable as long as methods of removal will not render the Category I non-friable roofing materials into RACM during the removal operations. No visible emissions are permitted during any time.
7. All asbestos handlers shall wear disposable suits, including gloves, hood and footwear, and appropriate respiratory equipment, after removing street clothes in the clean room.
8. Abatement of asbestos-containing materials shall be done by wet methods only.
9. ACM shall be sprayed with amended water in sufficient frequency and quantity for enhanced penetration. Sufficient time shall be allowed for penetration to occur prior to removal action or other disturbance-taking place. Dry removal of asbestos materials is prohibited.
10. In order to maintain indoor asbestos concentrations to the minimum, the wet asbestos must be removed in manageable sections. Material drop shall not exceed eight (8) feet. For heights up to 15 feet, provide inclined chutes or scaffolding to intercept drop. For heights exceeding 15 feet, the contractor shall provide an enclosed dust-proof chute.
11. Remove asbestos containing materials as appropriate by standard methods. Fill disposal containers as removal proceeds; seal filled containers and clean containers before removal to equipment decontamination system. Wet clean each container thoroughly, double bag and apply caution label. Ensure that workers do not exit the work area thorough the equipment decontamination enclosure.
12. After completion of stripping work, all surfaces from which asbestos has been removed shall be wet brushed, using a nylon brush, wet wiped, and sponged or cleaned by an equivalent method to remove all visible material (wire brushes are not permitted). During this work, the surfaces being cleaned shall be kept wet.
13. Remove and containerize all visible accumulations of asbestos-containing and/or asbestos-contaminated debris. During cleanup, utilize brooms, rubber dustpan, and rubber squeegees to minimize damage to floor covering.
14. Retrieve all free water in contaminated areas and place in plastic lined leak-tight drums.
15. Sealed disposal containers, and all equipment used in the work area, shall be included in the cleanup and shall be removed from work areas via the equipment decontamination enclosure at an appropriate time in the cleaning sequence. All asbestos waste in 6-mil polyethylene disposal bags shall be double bagged in the equipment decontamination enclosure before removal from the Site and properly labeled, including waste origination location.
16. At any time during asbestos removal, should the Consultant suspect contamination of areas outside the work area(s), he shall cause all abatement work to stop until the Contractor takes steps to decontaminate these areas and eliminate the causes of such contamination. Unprotected individuals shall be prohibited from entering suspected contaminated areas until air sampling and visual inspections certify decontamination.

17. If abatement includes containments, after completion of the initial final cleaning procedure including removal of the inner layers of polyethylene sheeting, but prior to encapsulation, a pre-sealant inspection shall be conducted by the Consultant. The pre-sealant inspection shall verify that ACM and residual dust has been removed from the work area.
18. After the work area has been inspected by the Engineer and rendered free of visible debris, a thin coat of a pigmented (non-transparent) encapsulating agent shall be applied to all surfaces in the work area from which ACM was removed, to lockdown nonvisible fibers.
19. Removal of asbestos containing materials shall be done under negative pressure containment (interior abatement and friable materials). All OSHA Class I, Class III, and interior Class II asbestos abatement projects shall employ HEPA negative air pressure equipment ventilation. The negative air pressure equipment shall operate continuously, twenty-four (24) hours a day, from startup of negative air pressure equipment, through the cleanup operations. A negative air pressure, relative to areas outside of the enclosure, shall be maintained at all times in the regulated abatement work area during the asbestos abatement project to ensure that contaminated air in the regulated abatement work area does not escape back to an uncontaminated area. A manometer shall be used to document the pressure differential for all OSHA Class I Large and Small size asbestos project regulated abatement work areas. A minimum of -0.02 column inches of water pressure differential, relative to pressure outside the regulated abatement work area, shall be maintained within the regulated abatement work area, as evidenced by manometric measurements. Exterior non-friable roofing abatement typically will not require containments.

### 3.5 CONSULTANT

- A. The Owner has retained Langan Engineering (Langan) as the Hazardous Materials Consultant for the purpose of project design, construction administration, and project monitoring during Asbestos Abatement. Mr. Matthew Myers (License #000058) of Langan is the DPH-approved Asbestos Project Designer for this project. The Consultant will represent the Owner in all tasks of the abatement project at the discretion of the Owner. The Asbestos Abatement Contractor will regard the Consultant's direction as authoritative and binding as provided herein, in matters particularly but not limited to approval of work areas, review of monitoring results, completion of the various segments of work, final completion of the abatement, submission of data, and daily field punch list items.

### 3.6 CONSULTANT'S RESPONSIBILITIES

- A. Air sampling shall be conducted by the Consultant to ascertain the integrity of controls that protect the building from asbestos contamination. Independently, the Contractor shall monitor air quality within the work area to ascertain the protection of employees and to comply with OSHA regulations.
- B. The Consultant's project monitor shall collect and analyze air samples during two time periods:
  1. Abatement Period: If required, the Consultant's project monitor shall collect samples on a daily basis during the work period. A sufficient number of area samples shall be taken outside of the work area, at the exhaust of the negative pressure system, and outside of the building to judge the degree of cleanliness or contamination of the building during removal. Additional samples may be taken inside the work area and decontamination enclosure system, at the discretion of the project monitor.

2. Post-Abatement Period (if abatement includes containments): The Consultant's project monitor shall conduct air sampling following the final cleanup phase of the project, once the "no visible residue" criterion, as established by the project monitor, has been met. Five (5) samples shall be collected inside the work area utilizing aggressive methods to comply with the State of Connecticut Department of Public Health Standards for Asbestos Abatement, sections 19a-332a-12. Analysis of the samples to determine airborne concentrations of asbestos shall be conducted by Transmission Electron Microscopy (TEM) method with an average limit of 70.0 structures per square millimeter of filter surface or by Phase Contrast Microscopy (PCM) with a limit of 0.010 fibers per cubic centimeters of air in accordance with the above Connecticut regulation sections.
- C. The Consultant's project monitor shall provide continual evaluation of the air quality of the building during removal, using his/her best professional judgment in respect to the State of Connecticut Department of Public Health guideline of 0.010 fibers/cc and the background air quality established during the pre-abatement period.
- D. If the project monitor determines that the building air quality has become contaminated from the project, he/she shall immediately inform the Contractor to cease all removal operations and implement a work stoppage clean up procedure. The Contractor shall conduct a thorough cleanup of the areas of the building designated by the Consultant. No further removal work can take place until the project monitor has assessed that the building air has been decontaminated.
- E. Pre-abatement and abatement air samples shall be collected as required to obtain a minimum volume of 1,200 liters. Samples shall be analyzed by Phase Contrast Microscopy (PCM) methodology using the NIOSH 7400 protocol.

### 3.7 CONSULTANT'S INSPECTION RESPONSIBILITIES

- A. The Consultant shall conduct inspection throughout the progress of the abatement project. Inspections shall be conducted in order to document the progress of the abatement work as well as the procedures and practices employed by the abatement Contractor.
- B. The Consultant shall perform the following inspections during the course of abatement activities:
  1. Pre-commencement Inspection: Pre-commencement inspections shall be performed at the time requested by the abatement Contractor. The Consultant shall be informed 12 hours prior to the time the inspection is needed. If, during the course of the pre-commencement inspection, deficiencies are found, the Contractor shall perform the necessary adjustments in order to obtain compliance.
  2. Work Area Inspections: Work area inspections shall be conducted on a daily basis at the discretion of the Consultant. During the course of the work inspections, the Consultant shall observe the Contractor's removal procedures, verify barrier integrity, monitor negative air filtration devices (if applicable), assess project progress, and inform the abatement Contractor of specific remedial activities if deficiencies are noted.

3. Final Visual Inspection: The Consultant, upon request of the abatement Contractor, shall conduct a final visual inspection. Following the removal of the inner layer of polyethylene sheeting and prior to final air clearance, the Consultant shall conduct a final visual inspection inside the work area (if applicable). If residual dust or debris is identified during the course of the final inspection, the Contractor shall comply with the request of the Consultant in order to render the area "dust free." Once this visual inspection has passed the contractor will encapsulate the work area and all surfaces within.

### 3.8 CLEARANCE AIR TESTING

- A. After the visual inspection is completed and all surfaces in the abatement area have dried, final air clearance sampling shall be performed by the Consultant if the abatement requires containment(s). Aggressive air monitoring will be used. Selection of location and samples shall be the responsibility of the Consultant. Air monitoring volumes shall be sufficient to provide a detection limit of 0.010 f/cm' using NIOSH-approved method for PCM analysis. For air clearance by Transmission Electron Microscopy, air-monitoring volumes shall be sufficient to provide a detection limit of 0.005 f/cm<sup>3</sup> using the AHERA Level II Yamate Method.
- B. Areas which do not comply with the Standard for Cleaning for Initial Clearance shall continue to be cleaned by and at the Contractor's expense until the specified Standard of Cleaning is achieved as evidenced by results of air testing as previously specified.

### 3.9 ASBESTOS WASTE DISPOSAL

- A. The Contractor shall package, label, and remove all asbestos waste from the work area in accordance with Connecticut DEEP regulations, all other applicable regulations, and as specified below. Packaging shall be accomplished in a manner that minimizes waste volume, but insures waste containers shall not tear or break. All waste shall be transported in leak tight containers.
- B. Asbestos wastes may include building materials, insulation, disposable clothing and protective equipment, plastic sheeting and tape, exhaust systems or vacuum filters, contractor equipment, or other materials designated by state or local authorities which have been potentially contaminated with asbestos and have not been fully cleaned.
- C. Waste Labeling
  1. Warning labels, having waterproof print and permanent adhesive in compliance with OSHA, EPA and CTDEEP/DOT/DPH requirements, shall be affixed to or printed on the sides of all waste bags or transfer containers. Warning labels shall be conspicuous and legible, and contain the following words:

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

2. In compliance with NESHAP, 40 CFR, Part 61.150, all waste containers or bags shall be labeled with the following generator information:
  - a. Name of waste generator
  - b. Location of where waste was generated
  
- D. Wetting of Waste: A fine water spray shall be used to keep the top layers of waste in containers thoroughly wet at all times. When a waste bag is full, air within the bags shall be evacuated with a HEPA equipped vacuum and be securely sealed with tape or other secure fastener.
  
- E. Use and Decontamination of Fiber Drums: The Contractor's use and decontamination of fiber drums shall be in accordance with CT DPH, EPA and DOT requirements. The drums shall be lined with a minimum of two layers of 6-mil asbestos waste bags. The waste will be appropriately labeled and sealed. The drums shall be sealed with an airtight lid and shall be decontaminated and/or additionally bagged if the drums are filled inside the containment and visible debris/contamination is observed on the exterior of the drums. All waste shall be labeled as previously described. The drums and waste will be re-containerized should their integrity be compromised and/or liquid is visibly passing through or staining the container.
  
- F. Waste Container Storage: The container used for the storage of bagged contaminated waste shall be an enclosed dumpster. The dumpster shall have a solid metal roof and a solid metal door with padlock. At a minimum, line the cargo area with two layers of a 6-mil polyethylene sheeting to prevent contamination from damaged or leaking containers. Floor sheeting shall be installed first and shall extend up the sidewalls 24 inches minimum. Wall sheeting shall be overlapped and taped securely into place. No un-bagged contaminated waste or non-asbestos waste shall be stored in these dumpsters. Ensure that bags placed in dumpsters are undamaged. Warning signs shall be posted on the dumpster in accordance with Sections 29 CFR 1926.1101 of the OSHA regulations.
  
- G. Waste Removal Scheduling: All waste containers shall be decontaminated and removed from the Site before final cleanup is started and isolation barriers are taken down.
  
- H. Waste Transportation and Disposal
  1. It is the responsibility of the Contractor to determine and insure that the Contractor and his/her subcontractor are complying with: 1) current waste handling regulations; and 2) the current regulations for transporting and disposing waste at the ultimate disposal landfill. The Contractor must comply fully with these regulations, and with all U.S. Department of Transportation, State, local, and EPA requirements.
  2. The Contractor's waste hauler and disposal contractor shall maintain a valid hazardous waste transporter's permit and identification number; and obtain complete, and fully comply with any other local hazardous waste manifesting requirements.
  3. Exercise care before and during transport to ensure that no unauthorized persons have access to the containerized ACW.
  4. Do not transport ACW on open trucks. Treat and dispose of drums that have been contaminated as asbestos-containing waste.
  5. A copy of ACW manifest forms shall be sent to the Owner after each disposal is completed and all required data and signatures have been inserted.
  6. The Contractor shall return the original Disposal Certificate (landfill receipt) to the Owner within 10 working days of waste shipment from the Site.

END OF SECTION 028213

SECTION 028313 – LEAD-BASED PAINT AWARENESS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. General Provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.
- B. Refer to all drawings and/or other Sections of these specifications to determine the type and extent of work therein affecting the work of this Section, whether or not such work is specifically mentioned herein.
- C. Sections containing requirements related to this Section include, but are not limited to:
  - 1. Section 028213 – Asbestos Abatement
  - 2. HBM – 01 – Hazardous Building Materials Abatement Drawing

1.2 SUMMARY OF WORK

- A. Work of this Section includes, requirements for worker protection and waste disposal related to the renovation/demolition work involving components and surfaces containing possible lead at the Staples High School project site located at 70 North Avenue in Westport, Connecticut. All materials should be considered to contain some amounts of lead for compliance with applicable OSHA regulations.
- B. The procedures referenced herein shall be utilized during required demolition work specified elsewhere in the Architect's Specification that might impact lead.
- C. The demolition may result in dust and debris exposing workers to levels of lead above the OSHA Action Level. Worker protection, training, and engineering controls referenced herein shall be strictly adhered to, until completion of exposure assessment with results indicating exposures below the "Action Level". This section does not involve lead abatement by CT DPH regulation, but identified worker protection requirements for trades involved in the demolition and disposal procedures if lead is involved in the waste stream.

1.3 DEFINITIONS

- A. The following definitions relative to lead paint as used in this Section are offered:
  - 1. Action Level (AL): The allowable employee exposure, without regard to use of respiratory protection, to an airborne concentration of lead over an eight (8) hour time weighted average (TWA), as defined by OSHA. The current action level is thirty micrograms per cubic meter of air (30 µg/m<sup>3</sup>).
  - 2. Area Monitoring: The sampling of lead concentrations, which is representative of the airborne lead concentrations that may reach the breathing zone of personnel potentially exposed to lead.
  - 3. Biological Monitoring: The analysis of a person's blood and/or urine, to determine the level of lead concentration in the body.

4. Change Room: An area provided with separate facilities for clean protective work clothing and equipment and for street clothes, which prevents cross-contamination.
5. Competent Person: A person employed by the Contractor who is capable of identifying existing and predictable lead hazards in the surroundings or working conditions, and who has authorization to take prompt corrective measures to eliminate them as defined by OSHA.
6. Exposure Assessment: An assessment conducted by an employer to determine if any employee may be exposed to lead at or above the action level.
7. "High Efficiency Particulate Air" (HEPA): A type of filtering system capable of filtering out particles of 0.3 microns diameter from a body of air at 99.97% efficiency or greater.
8. Lead: Refers to metallic lead, inorganic lead compounds and organic lead soaps. Excluded from this definition are other organic lead compounds.
9. Lead Work Area: An area enclosed in a manner to prevent the spread of lead dust, paint chips, or debris resulting from lead-containing paint disturbance.
10. Lead Paint: Refers to paints, glazes and other surface coverings containing a toxic level of lead.
11. Permissible Exposure Limit (PEL): The maximum allowable limit of exposure to an airborne concentration of lead over an eight (8) hour time weighted average (TWA), as defined by OSHA. The current PEL is fifty micrograms per cubic meter of air (50  $\mu\text{g}/\text{m}^3$ ). Extended workdays lower the PEL by the formula: PEL equals 400 divided by the number of hours of work.
12. Personal Monitoring: Sampling of lead concentrations within the breathing zone of an employee to determine the 8-hour time weighted average concentration in accordance with 29 CFR 1926.62 and 29 CFR 1910.1025. Samples shall be representative of the employee's work tasks. Breathing zone shall be considered an area within a sphere with a radius of 18 inches and centered at the nose or mouth of an employee.
13. Resource Conservation Recovery Act (RCRA): RCRA establishes regulatory levels of hazardous chemicals. There are eight (8) heavy metals of concern for disposal: arsenic, barium, cadmium, chromium, lead, mercury, selenium, and silver. Six (6) of the metals are typically found in paints, excluding selenium and silver.
14. Toxic Level Of Lead: A level of lead, when present in dried paint or plaster, contains more than 0.50% lead by dry weight as measured by atomic absorption spectrophotometry (AAS) or 1.0 mg/cm<sup>2</sup> as measured by on-site testing utilizing an x-ray fluorescence analyzer. (Term is specific to State of CT regulations and HUD guidelines only)
15. Toxicity Characteristic Leachate Procedure (TCLP): The U.S. Environmental Protection Agency (US EPA) required sample preparation and analysis for determining the hazard characteristics of a waste material.

#### 1.4 REGULATIONS AND STANDARDS

- A. The following regulations, standards, and ordinances of federal, state, and local agencies are applicable and made a part of this specification by reference:

1. American National Standards Institute (ANSI) ANSI 288.2 - 1980 Respiratory Protection
2. Code of Federal Regulation (CFR)
  - a. 29 CFR 1910.134 - Respiratory Protection
  - b. 29 CFR 1910.1025 - Lead
  - c. 29 CFR 1926.62 - Lead in Construction Interim Final Rule
  - d. 29 CFR 1910.1200 - Hazard Communication

- e. 29 CFR 1926.59 - Hazard Communication in Construction
- f. 29 CFR 1926.55 - Gases, Vapors, Fumes, Dusts, and Mists
- g. 29 CFR 1926.57 - Ventilation
- h. 40 CFR 260 - Hazardous Waste Management Systems: General
- 3. 40 CFR 261 - Identification and Listing of Hazardous Waste
- 4. 40 CFR 262 - Generators of Hazardous Waste
- 5. 40 CFR 263 - Transporters of Hazardous Waste
- 6. 40 CFR 264 - Owner and Operators of Hazardous Waste Treatment, Storage, and Disposal Facilities
- 7.
  - a. 40 CFR 265 - Interim Statutes for Owner and Operators of Hazardous Waste Treatment, Storage, and Disposal Facilities
  - b. 40 CFR 268 - Lead Disposal Restrictions
  - c. 40 CFR 172 - Hazardous Materials Tables and Communication Regulations
  - d. 40 CFR 178 - Shipping Container Specifications
  - e. 40 CFR 270 and 124 - Hazardous Waste Permits
- 8. Underwriters Laboratories, Inc. (UL) UL586 - 1990 High Efficiency Particulate Air Filter Units

#### 1.5 QUALITY ASSURANCE

##### A. Hazard Communication Program

The Contractor shall establish and implement a Hazard Communication Program as required by 29 CFR 1926.59.

##### B. Compliance Plan (Site Specific)

The contractor shall establish a written compliance plan, which is specific to the project site, to include the following:

- 1. A description of work activity involving lead including equipment used, material included, controls in place, crew size, employee job responsibilities, operating procedures, and maintenance practices.
- 2. Methods of engineering controls to be used to control lead exposure.
- 3. The proposed technology the Contractor will implement in meeting the PEL.
- 4. Air monitoring data documenting the source of lead emissions.
- 5. A detailed schedule for implementing the program, including documentation of appropriate supply of equipment, etc.
- 6. Proposed work practice which establishes proper protective work clothing, housekeeping methods, hygiene facilities, and practices.
- 7. Worker rotation schedule, if proposed, to reduce TWA.
- 8. A description of methods for informing workers of potential lead exposure.

##### C. Hazardous Waste Management

The Contractor shall establish a Hazardous Waste Management Plan, which shall comply with applicable regulations and address the following:

- 1. Identification of hazardous wastes
- 2. Estimated quantity of waste to be disposed of
- 3. Names and qualifications of each sub-contractor that will be transporting, storing, treating, and disposing of wastes



4. Disposal facility location and 24 hour point of contact
5. Establish EPA state hazardous waste and identification numbers if applicable
6. Names and qualifications (experience and training) of personnel who will be working on-site with hazardous wastes
7. List of waste handling equipment to be used in performing the work to include cleaning, volume reduction, if applicable, and transport equipment
8. Qualifications of laboratory to be utilized for TCLP sampling and analysis
9. Spill prevention, containment, and cleanup contingency measures
10. Work plan and schedule for waste containment, removal, treatment, and disposal

D. Medical Examinations

1. Before exposure to lead contaminated dust, provide workers with a comprehensive medical examination as required by 29 CFR 1910.1025 and 29 CFR 1926.62.
2. The examination shall not be required if adequate records show that employees have been examined as required by 29 CFR 1926.62 within the last year.
3. Medical examination shall include, at a minimum, approval to wear respiratory protection and biological monitoring.

E. Training

1. The Contractor shall ensure that workers are trained to perform lead paint disturbing activities and disposal operations prior to the start of work in accordance with 29 CFR 1926.62.

F. Respiratory Protection Program

1. The Contractor shall furnish each employee required to wear a negative pressure respirator with a respirator fit test at the time of initial fitting and at least once every six (6) months thereafter as required by 29 CFR 1926.62.
2. The Contractor shall establish a Respiratory Protection Program in accordance with ANSI Z88.2, 29 CFR 1910.134, and 29 CFR 1926.62.

## 1.6 SUBMITTALS

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

1. Copies of medical records for each employee to be used on the project, including results of biological monitoring and a notarized statement by the examining physician that such an examination took place.
2. Copies of workers' training certificates.
3. Submit record of successful respirator fit testing performed by a qualified individual within the previous six (6) months, for each employee to be used on this project with the employee's name and social security number with each record.
4. The name and address of Contractor's blood lead testing lab, OSHA-CDC listing, and Certification in the State of Connecticut.
5. The name and address of Contractor's personal air monitoring and waste disposal lead testing laboratory/ies.
6. Name, address, and ID number of the hazardous waste hauler, waste transfer route, and proposed disposal site.

B. The Contractor shall submit to the Owner the following submittals during the job:

1. Results from personal air samples.
2. Medicals, certificates, and fit test 24 hours in advance of any new employee starting on the project.

C. The Contractor shall submit to the Owner the following submittals upon completion of the work:

1. Copies of manifests and receipts acknowledging disposal of all hazardous waste material from the project showing delivery date, quantity, and appropriate signature of landfill's authorized representative.

## 1.7 PERSONAL PROTECTION

A. Exposure Assessment

1. The Contractor shall determine if any worker will be exposed to lead at or above the action level.
2. The exposure assessment shall identify the level of exposure a worker would be subjected to without respiratory protection.
3. The exposure assessment shall be achieved by obtaining personal monitoring samples representative of a full shift at least (8-hour TWA).
4. During the period of the exposure assessment, the Contractor shall institute the following procedures for protection of workers.
  - a. Protective clothing shall be utilized
  - b. Respiratory protection
  - c. Change areas shall be provided
  - d. Hand washing facilities and shower
  - e. Biological monitoring
  - f. Training of workers

B. Respiratory Protection

1. The Contractor shall furnish appropriate respirators approved by NIOSH/MSHA for use in atmospheres containing lead dust.
2. Respirators shall comply with the requirements of 29 CFR 1926.62.
3. Workers shall be instructed in all aspects of respiratory protection.
4. The Contractor shall have an adequate supply of HEPA filter elements and spare parts on site for all types of respirators in use.
5. The following minimum respirator protection for use during paint removal or demolition of components and surfaces with lead paint shall be the 1/2 mask air purifying respirator with high efficiency filters for exposures (not in excess of 500 ug/m<sup>3</sup> or 10 x PEL).

C. Protective Clothing

1. Personal protective clothing shall be provided for all workers, supervisors, and authorized visitors entering the work area.
2. Each worker shall be provided with a minimum of two (2) complete disposable coverall suits.
3. Removal workers shall not be limited to two (2) suits, and the Contractor shall supply additional suits as necessary.
4. Under no circumstances shall anyone entering the abatement area be allowed to re-use a contaminated disposable suit.

5. Disposable suits, such as TYVEK suits, and other personal protective equipment (PPE) shall be donned prior to entering the lead control area. A change room shall be provided for workers to put on suits and other personal protective equipment with separate areas to store their street clothes.
6. Eye protection for personnel engaged in lead operations shall be furnished when the use of a full-face respirator is not required.
7. Goggles with side shields shall be worn when working with power tools or a material that may splash or fragment, or if protective eye wear is specified on the Safety Data Sheet (SDS) for a particular product to be used on the project.

## 1.8 PERSONAL MONITORING

- A. General: The Contractor is required to perform the personal air sampling activities during lead paint disturbing work. The results of such sampling shall be posted, provided to individual workers and submitted to the Owner as described herein.
- B. Sampling: Samples shall be taken for the duration of the work shift or for eight hours, whichever is less. Personal samples need not be taken every day after the first day if working conditions remain unchanged, but must be taken every time there is a change in removal operations, either in terms of the location or the type of work. Sampling will be used to determine eight-hour Time-weighted averages (TWA). The Contractor is responsible for personal sampling as outlined in OSHA Standard 29 CFR 1926.62 and 29 CFR 1910.1025.
- C. Sampling Results: Air sampling results shall be reported to individual workers in written form no more than forty-eight (48) hours after the completion of a sampling cycle. The reporting document shall list each sample's result, sampling time and date, personnel monitored and their social security numbers, flow rate, sample duration, sample yield, cassette size, and analysts' name and company, and shall include an interpretation of the results. Air sample analysis results will be reported in micrograms/cubic meter ( $\mu\text{g}/\text{m}^3$ ).
- D. Testing Laboratory: The Contractor's testing lab shall be participating in AIHA's Environmental Lead Laboratory Accreditation Program (ELLAP). The Contractor shall submit to the Consultant for review and acceptance, the name and address of the laboratory, certification(s) of AIHA participation, a listing of relevant experience in air lead analysis, and presentation of a documented Quality Assurance and Quality Control Program.

## PART 2- PRODUCTS

### 2.1 GENERAL

- A. Any substitution in materials, equipment, or methods to those specified shall be approved by the Owner prior to use. Any requests for substitution shall be provided in writing to the Owner. The request shall clearly state the rationale for the substitution.
- B. Submit to the Owner product data of all materials and equipment and samples of all materials to be considered as an alternate.
- C. Product data shall consist of manufacturer; catalog sheets, brochures, diagrams, schedules, performance charts, illustrations, safety data sheets (SDS), and other standard descriptive data. Submittal data shall be clearly marked to identify pertinent materials, products or equipment and show performance characteristics and capacities.

- D. Samples shall be of sufficient size and quantity to clearly illustrate the functional characteristics of the product or material with integrally related parts and attachment devices.

## 2.2 MATERIALS AND PRODUCTS

- A. Deliver all materials in the original packages, containers, or bundles bearing the name of the manufacturer and the brand name and product technical description.
- B. Damaged or deteriorating materials shall not be used and shall be removed from the premises.
- C. The Contractor shall have available sufficient inventory or dated purchase orders for materials necessary for the job including protective clothing, respirators, filter cartridges, polyethylene sheeting of proper size and thickness, tape, and air filters.
- D. Materials:
  - 1. Polyethylene sheet in a roll size to minimize the frequency of joints shall be delivered to job site with factory label indicating 6 mil.
  - 2. Polyethylene disposable bags shall be six (6) mil. Tie wraps for bags shall be plastic, five (5) inches long (minimum), pointed and looped to secure filled plastic bags.
  - 3. Tape or adhesive spray will be capable of sealing joints in adjacent polyethylene sheets and for attachment of polyethylene sheet to finished or unfinished surfaces of dissimilar materials and capable of adhering under both dry and wet conditions, including use of amended water.
  - 4. Impermeable containers are to be used to receive and retain any lead containing or contaminated materials until disposal at an acceptable disposal site. (The containers shall be labeled in accordance with EPA and DOT standards.)
  - 5. HEPA filtered exhaust systems shall be used during powered dust generating abatement operations. The use of powered equipment without HEPA exhausts is prohibited.

## 2.3 TOOLS AND EQUIPMENT

- A. Provide suitable tools for all lead disturbing operations.
- B. The Contractor shall have available power cables or sources such as generators (where required).
- C. Vacuum units, of suitable size and capacities for the project, shall have HEPA filter(s) capable of trapping and retaining 99.97% of all mono-dispersed particles of 0.3 micrometers in diameter.

## PART 3 - EXECUTION

### 3.1 WORKER PROTECTION/TRAINING

- A. The Contractor shall provide appropriate training, respiratory and other personal protection, and biological monitoring for each worker and ensure proper usage during potential lead exposure and the initial exposure assessment.
- B. Workers who will perform procedures must have completed one of the following training courses:
  - 1. EPA Lead Abatement Supervisor (40 hours)
  - 2. EPA Lead Abatement Worker (32 hours)

3. HUD/EPA course "Work Smart, Work Wet, and Work Clean to Work Lead Safe" (8 hours)
4. HUD/NARI course "The Remodeler's and Renovator's Lead Based Paint Training Program" (8 hours).
5. HUD "Lead Safe Work Practices" (8 hours)

3.2 CONTRACTOR'S RESPONSIBILITIES

- A. The Contractor is responsible for establishing and maintaining controls referenced herein to prevent dispersal of lead contamination from the lead work area.
- B. The Contractor is also responsible for conducting work with applicable federal, state, and local regulations as referenced herein.

3.3 WORKER HYGIENE PRACTICES (REQUIRED DURING INITIAL EXPOSURE ASSESSMENT AND IF RESULTS OF AIR SAMPLING ARE ABOVE OSHA ACTION LEVEL)

- A. Work Area Entry: Workers shall don personal protective equipment prior to entering work area, including respiratory protection, disposable coveralls, gloves, headgear, and footwear.
- B. Work Area Departure: While leaving respirators on, workers shall remove all gross contamination, debris, and dust from disposable coveralls and proceed to change room and remove coveralls and footwear and place in hazardous waste disposal container.
- C. Hand washing Facilities: All workers must wash their hands and faces upon leaving the work area.
- D. Equipment: All equipment used by workers inside the work area shall be wet wiped or bagged for later decontamination before removal from the work area.
- E. Prohibited Activities: Under no circumstances shall workers eat, drink, smoke, chew gum, or tobacco, or remove their respirators in the work area.
- F. Shock Hazards: The Contractor is responsible for using safe procedures to avoid electrical hazards. All temporary electrical wiring will be protected by ground fault circuit interrupters (GFI).

3.4 LEAD WORK AREA (REQUIRED DURING INITIAL EXPOSURE ASSESSMENT AND IF RESULTS OF AIR SAMPLING ARE ABOVE OSHA ACTION LEVEL)

- A. The Contractor shall place warning signs at all entrances and exits from the work area. Signage shall be a minimum of 20" x 14" and shall state the following:

DANGER  
LEAD WORK AREA  
MAY DAMAGE FERTILITY OR THE UNBORN CHILD  
CAUSES DAMAGE TO THE CENTRAL NERVOUS SYSTEM  
DO NOT EAT, DRINK OR SMOKE IN THIS AREA

- B. The Contractor shall designate a change room as specified in this Section. The change room shall consist of two (2) layers of sheeting on the floor surface adjacent to the lead work area. The change room shall have separate storage facilities for street clothes to avoid cross contamination.

- C. The Contractor shall provide potable water for hand and face washing and provide a portable shower unit.
- D. The Contractor shall place six-mil polyethylene drop cloths on floor/ ground surfaces prior to beginning removal work to facilitate clean-up.

3.5 WORK AREA CLEAN UP

- A. The Contractor shall remove all loose chips and debris from floor surfaces and place in hazardous waste disposal bags.
- B. The Contractor shall HEPA vacuum adjacent surfaces to remove dust and debris.
- C. Polyethylene drop cloths shall be properly disposed of.

3.6 WASTE DISPOSAL

- A. The Contractor's contractual liability shall be the proper disposal of all non-hazardous and hazardous wastes generated at the site in accordance with all applicable federal, state, and local regulations as referenced herein. Metal lead based paint components may be segregated for recycling at an approved facility. TCLP sampling from the building waste should be performed to classify the proper disposal for painted building materials (normal construction debris versus regulated hazardous waste). The contractor will be responsible for all costs associated with lead/hazardous waste disposal should they, their haulers and/or the landfill of their choosing take samples and declare the waste as hazardous waste.

END OF SECTION 028313



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# LIMITED ASBESTOS-CONTAINING MATERIALS ROOF SURVEY REPORT

for

**Staples High School  
70 North Avenue  
Westport, Connecticut 06880**

*Prepared For:*

**William Silver, AIA  
Principal  
Silver/Petrucelli + Associates  
3190 Whitney Avenue  
Building 2  
Hamden, CT 06518-2340**

*Prepared By:*

**Langan CT, Inc.  
555 Long Wharf Drive  
New Haven, CT 06511**



**Matthew A. Myers  
Senior Project Manager**

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## **LANGAN**

**2 August 2021  
140238101**



## TABLE OF CONTENTS

	<b><u>Page No.</u></b>
<b>ACRONYMS</b> .....	<b>ii</b>
<b>1.0 INTRODUCTION</b> .....	<b>1</b>
<b>2.0 ASBESTOS-CONTAINING MATERIALS (ACM)</b> .....	<b>2</b>
<b>3.0 CONCLUSIONS AND RECOMMENDATIONS</b> .....	<b>7</b>
<b>4.0 LIMITATIONS</b> .....	<b>7</b>

## LIST OF TABLES

Table 1	Summary of Asbestos-Containing Materials
Table 2	Summary of Non-Asbestos-Containing Materials

## LIST OF APPENDICES

Appendix A	Asbestos Analytical Laboratory Results and Chain-of-Custody
Appendix B	Roof Drawings
Appendix C	Langan Certifications and Accreditations

## ACRONYMS

US EPA	United States Environmental Protection Agency
ASHERA	Asbestos Hazard Emergency Response Act
OSHA	Occupational Safety and Health Administration
PPE	Personal Protective Equipment
CFR	Code of Federal Regulation
NESHAP	National Standards for Hazardous Air Pollutants
HUD	Housing and Urban Development
CT DPH	Connecticut Department of Public Health
RCRA	Resource Conservation and Recovery Act
PLM	Polarized Light Microscopy
TEM	Transmission Electron Microscopy
ACM	Asbestos-Containing Materials
LBP	Lead-Based Paint
PCB	Polychlorinated Biphenyls (PCB)
SF	Square Feet
LF	Linear Feet
mg/cm <sup>2</sup>	Milligrams per square centimeter
XRF	X-ray Fluorescence
AAS	Atomic Absorption Spectrometry

## 1.0 INTRODUCTION

Langan CT, Inc. (Langan) prepared this Limited Asbestos-Containing Materials (ACM) Roof Survey Report on behalf of Silver/Petrucelli + Associates, to identify possible asbestos-containing roofing materials that may exist at the Staples High School at 70 North Avenue in Westport, Connecticut. The survey was limited to approximately 178,600 square feet of exterior roofing materials (see appendix B for roof locations – some roofing areas were not part of the project scope). Representative exterior roofing areas (not all the roofs were opened/sampled) and limited interior areas were included in this asbestos survey.

The objectives of this limited ACM Roof Survey were to identify the presence or absence of accessible asbestos-containing materials in roofing materials that can be identified and assessed in support of scheduled re-roofing activities.

### PROJECT INFORMATION

Client Name:	Silver/Petrucelli + Associates 3190 Whitney Avenue Building 2 Hamden, CT 06518	Property Visit Date:	22 July 2021
Professional's project #:	140238101	School Construction Date(s):	1950's and Several Additions  Existing Roofs Reported To Have Been Installed in 1997, 1998, 2004 and 2006
Consultant's Project Manager:	Matthew A. Myers	No. Buildings:	One
Phone No.:	203-562-5571	No. of Stories:	One to Three
Email:	<a href="mailto:mmyers@langan.com">mmyers@langan.com</a>	Roof Project Area:	Approximately 178,600 Square Feet
Property Address:	70 North Avenue		
Property Town, State:	Westport, Connecticut 06880	Property Use:	Public High School

The following sections summarize ACM findings for the limited exterior roofing and interior areas of the building surveyed.

## **2.0 ASBESTOS-CONTAINING MATERIALS (ACM)**

### **Terminology**

#### Suspect Asbestos-Containing Materials

Asbestos was used in certain types of construction and building materials. Until a material is examined by using polarized light microscopy (PLM) or a similar technique, the building material is considered as a suspect asbestos-containing material. A few examples of these materials include wall and ceiling plasters, sheetrock and taping compound flooring materials, ceiling panels, thermal system insulation, fireproofing insulation, roofing materials, adhesives, damp-proofing and waterproofing materials, caulking and glazing compounds, roofing, etc. Any suspect ACM and/or building material of unknown asbestos content should be assumed to be an asbestos containing material and handled and disposed of accordingly. Demolition, renovation, maintenance or daily activities should not disturb building materials that are found to contain asbestos, assumed to contain asbestos or that have not been tested for possible asbestos content.

#### Asbestos-Containing Material

A material with an asbestos concentration greater than 1% by weight is considered ACM by the United States Environmental Protection Agency (US EPA). Thus, a material which contains asbestos in concentrations greater than 1% by weight is considered "positive" while materials that do not contain asbestos or asbestos is detected in concentrations less than 1% by weight are considered "negative". However, for disposal purposes, materials that contain less than 1% asbestos may be required to be disposed of as an asbestos containing/contaminated material depending upon the hauler and landfills requirements.

### **Regulatory Guidelines and Requirements**

#### Federal

In accordance with the Clean Air Act (CAA), the U.S. Environmental Protection Agency (EPA) established National Emission Standards for hazardous Air Pollutants (NESHAP) to protect the public from exposure to airborne pollutants. Asbestos was one of the air pollutants, which was addressed under the NESHAP 40 CFR Part 61. The purpose of asbestos NESHAP regulations is to protect the public health by minimizing the release of asbestos when facilities, which contain ACM, are being renovated or demolished. EPA is responsible for enforcing regulations related to

asbestos during renovation and demolition activities, however, the CAA allows the EPA to delegate this authority to State and Local Agencies. Even after EPA delegates responsibility to a state or Local agency, EPA retains the authority to oversee agency performance and to enforce NESHAP regulations as appropriate. OSHA (Occupational Safety and Health Administration) considers any amount of asbestos to be regulated.

### State

Asbestos in Connecticut is regulated by the State of Connecticut Department of Public Health (CT DPH), under Standards for Asbestos Abatement – Section 19a-333a-1 through 16 of Regulations of Connecticut State Agencies (RCSA) and Licensing and Training Requirements for Persons Engaged in Asbestos Abatement and Asbestos Consulting Services – Section 20-440-1 through 9 and Section 20-441 of RCSA.

### **Limited Asbestos Survey**

During this limited survey, suspect ACM were separated into three US EPA categories. These categories are: thermal system insulation (TSI), surfacing materials and miscellaneous materials. TSI includes all materials used to prevent heat gain or loss or water condensation on mechanical systems. Typical examples of TSI are boiler, duct and tank insulation, pipe and pipe fitting insulation. Surfacing materials are sprayed, troweled or otherwise applied to an existing surface and common uses are fireproofing, decorative and acoustical plaster applications. Miscellaneous materials include all ACM not listed as TSI or surfacing and include: roofing materials, flooring materials, ceiling tiles, adhesives, caulking and glazing compounds, damp-proofing/tars/mastics, transite cement board, sink undercoating, sheetrock/taping compounds, cove base materials and other materials.

State of Connecticut DPH licensed asbestos inspectors Willie Thompson (#000673), Pavel Zayenchik (#000869), and Matthew Myers (#000041) performed the limited roofing and interior survey with a roofing contractor supplied by the Town of Westport. The work included making roof cuts, taking limited representative roofing samples and patching the roof cuts.

### **ACM Results Summary**

A total of 113 bulk samples were collected and 110 samples analyzed for possible asbestos content. Detailed bulk sampling results are included in Table 1 and 2 below. Analytical asbestos laboratory data can be found in Appendix A.

As required by the US EPA, samples were analyzed by individual layers if possible. Bulk samples of the suspect asbestos-containing materials (ACM) were analyzed using the Polarized Light Microscopy (PLM) analytical methodology in accordance with EPA Protocol 600/R-93/116. Select bulk sample materials, classified as Non-friable Organically Bound (NOB) (i.e. flooring materials, roofing materials, mastics), were additionally analyzed using PLM Point Count if they were found to contain low amounts of asbestos. The samples were analyzed by EMSL of Cinnaminson, New Jersey. EMSL is accredited by the National Voluntary Laboratory Program (NVLAP) and American Industrial Hygiene Association (AIHA).

Utilizing the US EPA protocols and criteria, the following materials were determined, assumed or confirmed **to be ACM**:

**Table 1 – Summary of Asbestos-Containing Materials**

<b>Material</b>	<b>Location</b>	<b>% Asbestos and Sample ID</b>	<b>Estimated Quantity of ACM</b>
Tar on Top of Two Old Metal Vents – Miscellaneous Material	Roof 9	ACM 10% Chrysotile 072206A	40 Square Feet
Chimney Flashing Tar Black (Older – Behind Newer Roofing Materials) – Miscellaneous Material	Multiple Chimneys	ACM 7% Chrysotile 072212A	80 Square Feet
Penetration (Vents, Exhausts, HVAC Components Contaminated) and Wall Flashing Materials (Older – Exposed and Behind Newer Roofing Materials) – Miscellaneous Materials (Probably Remaining Materials from Older Roofs)	Throughout	ACM 4% - 20% Chrysotile 072223B 072225A 072226 072227 072228	Unknown – Exposed and Hidden Behind Newer Roofing Materials Throughout

Utilizing the US EPA protocol and criteria, the following materials were determined to be **non-ACM**:

**Table 2 – Summary of Non-Asbestos-Containing Materials**

Material	Location	Sample ID
Plain and Hard Carlisle Roof Walk Mats – Miscellaneous Materials	Throughout Roofs	072201A,B 072202A,B
“Newer” Rain Gutter, Vent Pipe, Vent Exhaust, Chimney Copper Flashing, Metal Trim and Perimeter Metal Flashing Cover Caulking Compounds – Miscellaneous Materials	Throughout Roofs	072203A,B – 072205A,B 072210A,B 072211A,B 072213A,B – 072215A,B
Tar on Metal Siding – Miscellaneous Material	Roof 13	072207A,B
Paper behind Metal Siding – Miscellaneous Material	Upper Roof 16	072208A,B
Soft Concrete Wall – Miscellaneous Material	Roof 16	072209A,B
Roof Tar/Seam Sealant and Patch Sealant – Miscellaneous Materials	Throughout Roofs	072216A,B – 072218A,B
Duct Paper/Adhesive and Duct Tar/Seam Sealant – Miscellaneous Materials	Roofs 24 and 29 Areas	072219A,B 072220A,B
Rubber Roofing Adhesives (Fields and Penetration and Perimeter Flashing) – Miscellaneous Materials	Throughout Roofs	072221A,B 072222A,B 072224A-C
Perimeter Roof Flashing Tar – Miscellaneous Material	Roof 1	072232A,B

Material	Location	Sample ID
Roofing Field/Core Rubber/Adhesive on Concrete Deck, Tars on Metal and Concrete Decks, Fiberboard Black Coating Layers, Paper Layers and Adhesives on Foam Insulation, Tar/Paper Layers Between and Under Foam Insulation and Paper/White Material on Concrete Deck – Miscellaneous Materials	Throughout Roofs	072233A,B – 072244A,B
Soft Concrete Deck – Miscellaneous Material	Throughout Roofs	072245 – 072252
2'x2' and 2'x4' Ceiling Tiles – Miscellaneous Materials	Limited Interior Areas	072253A,B – 072255A,B
Gray and Tan Spray-Applied Fireproofing Insulation – Surfacing Materials	Limited Interior Areas	072256 – 072269

**DISCLAIMERS: Some materials may not have been surveyed due to accessibility and/or safety concerns.**

Inaccessible/Hidden Materials

Suspect asbestos-containing materials may exist behind exterior wall materials (metal, stone, other materials), copper flashing, exterior trim, soffits, and under other roofing materials. Only representative roofs were investigated based on the assumption that the remaining roofs are similar (based on drawing provided by the Town of Westport). Roof drain insulation was investigated in representative locations and it appeared to be fiberglass (asbestos record-keeping information stated asbestos roof drain insulation was previously removed). Langan was not able to make penetrations below the hard and soft concrete and metal roof decks and additional suspect asbestos containing materials could exist beneath. Representative ceiling tiles and spray-applied fireproofing insulation were sampled for possible asbestos content however fixed plaster and sheetrock/taping compound ceilings were not sampled due to the damage that could occur. Plaster and sheetrock/taping ceilings will need to be sampled for possible asbestos content if they are to be disturbed as part of the roof replacement project. Additional sampling/survey should be completed if interior and/or exterior building materials previously not sampled are to be impacted by re-roofing activities.



### **3.0 CONCLUSIONS AND RECOMMENDATIONS**

Langan provides the following conclusions and recommendations, based on the findings of this limited ACM Roof Survey:

Non-friable asbestos-containing tar/flashing materials were identified on the subject building roofs. These materials appear to be from “older” roofing that was installed prior to the roofing that currently exists. The older asbestos-containing tar/flashing materials were found on top of old mechanical exhaust units (roof 9), on chimneys, on materials penetrating the roofs (vents, exhausts, HVAC components contaminated) and walls throughout. Newer existing roofing materials were installed on top of asbestos-containing tar/flashing materials in most locations. It is not known by Langan if the asbestos-containing roofing materials will be impacted by the planned roofing replacement activities (they are older and remain from past roofing replacement projects). Prior to roof removal/replacement activities being performed, the identified ACM that will be disturbed/impacted/removed must be properly removed and disposed in accordance with applicable Federal, State and Local regulations by a State of Connecticut DPH licensed asbestos abatement contractor or a professional roofer with training that is in compliance with OSHA and CT DPH. A State of Connecticut licensed Asbestos Designer should create specifications in accordance with the Federal and State regulations. Additional sampling/destructive sampling/visual investigation may be required for materials that may be inaccessible or not investigated and have not been sampled to date.

Contractors completing demolition or renovation activities should be aware that OSHA has not established a level of lead in a material below which 29 CFR 1926.62 does not apply. All contractors working on the project are responsible for having adequate training (RRP or greater amount) and performing their own OSHA compliance requirements. Contractor shall comply with exposure assessment criteria, interim worker protection and other requirements of the regulation as necessary to protect workers and occupants/residents. All contractors must comply with all applicable State and Federal regulations, including but not limited to the lead OSHA regulations.

### **4.0 LIMITATIONS**

The conclusions and recommendations presented in this report are professional opinions based solely upon Langan’s visual observations, laboratory test data, and current regulatory requirements. These conclusions and recommendations are intended exclusively for the purpose stated herein, at the site indicated, and for the project indicated.

It is important to recognize that even the most comprehensive scope of services may fail to detect all hazardous building materials that may be associated with the property. Therefore, Langan cannot act as insurers and cannot “certify” that all hazardous building materials associated with the property have been identified, and no expressed or implied representation or warranty is included or intended in our report, except that our services were performed, within the limits prescribed by our client, with the customary thoroughness and competence of our profession.

Any suspect material that is not listed in this report must be assumed as a regulated and/or hazardous building material until confirmed otherwise via laboratory testing. Langan did not perform PCB sampling and analysis for sealant compounds, paint, roofing materials, etc. (age of roofing materials to be removed appears to be newer (installed after 1984) – typically not suspect). Lead-based paint, mold and universal waste surveys were not performed as part of the work.

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## **Appendix A**

### **Asbestos Analytical Laboratory Results and Chain-of-Custody**



# EMSL Analytical, Inc.

200 Route 130 North Cinnaminson, NJ 08077

Tel/Fax: (800) 220-3675 / (856) 786-5974

<http://www.EMSL.com> / [cinnasblab@EMSL.com](mailto:cinnasblab@EMSL.com)

EMSL Order: 042118470

Customer ID: LANG78

Customer PO:

Project ID:

Attention: Matthew Myers

Langan Engineering & Environ. Services

Long Wharf Maritime Center

555 Long Wharf Drive

New Haven, CT 06511

Project: 140238101

Phone: (203) 562-5771

Fax: (203) 789-6142

Received Date: 07/26/2021 8:50 AM

Analysis Date: 07/28/2021 - 07/31/2021

Collected Date: 07/22/2021

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

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
072201A 042118470-0001	Exterior Roof - Roof Walk Mats Plain and Rubber	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
072201B 042118470-0002	Exterior Roof - Roof Walk Mats Plain and Rubber	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
072202A 042118470-0003	Exterior Roof - Roof Walk Mats Carlisle	Black Fibrous Homogeneous	10% Synthetic	90% Non-fibrous (Other)	None Detected
072202B 042118470-0004	Exterior Roof - Roof Walk Mats Carlisle	Black Fibrous Homogeneous	25% Synthetic	75% Non-fibrous (Other)	None Detected
072203A 042118470-0005	Exterior Roof Roof 16 Top - Gutter Interior Caulk	Clear Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
072203B 042118470-0006	Exterior Roof Roof 16 Top - Gutter Interior Caulk	Clear Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
072204A 042118470-0007	Exterior Roof Roof 16 Top - Pipe Vent Caulk	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
072204B 042118470-0008	Exterior Roof Roof 7 - Pipe Vent Caulk	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
072205A 042118470-0009	Exterior Roof Roof 7 - Vent Exhaust Caulk	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
072205B 042118470-0010	Exterior Roof Roof 7 - Vent Exhaust Caulk	Gray Non-Fibrous Homogeneous	5% Cellulose	95% Non-fibrous (Other)	None Detected
072206A 042118470-0011	Exterior Roof Roof 9 - Tar on Top of Old Metal Vents	Black Fibrous Homogeneous		90% Non-fibrous (Other)	10% Chrysotile
072206B 042118470-0012	Exterior Roof Roof 9 - Tar on Top of Old Metal Vents				Positive Stop (Not Analyzed)
072207A 042118470-0013	Exterior Roof Roof 13 - Tar on Metal Siding	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
072207B 042118470-0014	Exterior Roof Roof 13 - Tar on Metal Siding	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
072208A 042118470-0015	Exterior Roof Roof 16 Upper - Paper behind Metal Siding	Brown/Gray Fibrous Homogeneous	95% Cellulose	5% Non-fibrous (Other)	None Detected
072208B 042118470-0016	Exterior Roof Roof 16 Upper - Paper behind Metal Siding	Brown/Gray Fibrous Homogeneous	95% Cellulose	5% Non-fibrous (Other)	None Detected

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<http://www.EMSL.com> / [cinnasblab@EMSL.com](mailto:cinnasblab@EMSL.com)

EMSL Order: 042118470

Customer ID: LANG78

Customer PO:

Project ID:

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

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
072209A 042118470-0017	Exterior Roof Roof 16 Upper - Soft Concrete Wall	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
072209B 042118470-0018	Exterior Roof Roof 16 Upper - Soft Concrete Wall	White Fibrous Homogeneous	5% Glass	95% Non-fibrous (Other)	None Detected
072210A 042118470-0019	Exterior Roof Roof 9 - Chimney Copper Flash Caulk	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
072210B 042118470-0020	Exterior Roof Roof 9 - Chimney Copper Flash Caulk	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
072211A 042118470-0021	Exterior Roof Roof 9 - Chimney Copper Flash Caulk	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
072211B 042118470-0022	Exterior Roof Roof 9 - Chimney Copper Flash Caulk	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
072212A 042118470-0023	Exterior Roof Roof 9 - Chimney Flash Tar Black	Black Fibrous Homogeneous		93% Non-fibrous (Other)	7% Chrysotile
072212B 042118470-0024	Exterior Roof Roof 9 - Chimney Flash Tar Black				Positive Stop (Not Analyzed)
072213A 042118470-0025	Exterior Roof Roof 18/19 - Caulking (Gray) on Metal Trim	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
072213B 042118470-0026	Exterior Roof Roof 18/19 - Caulking (Gray) on Metal Trim	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
072214A 042118470-0027	Exterior Roof Roof 19 - Caulking at Metal Trim	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
072214B 042118470-0028	Exterior Roof Roof 19 - Caulking at Metal Trim	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
072215A 042118470-0029	Exterior Roof Roof 27 - Caulking on Perimeter Metal Flashing	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
072215B 042118470-0030	Exterior Roof Roof 27 - Caulking on Perimeter Metal Flashing	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
072216A 042118470-0031	Exterior Roof Roof 21 - Tar/Seam Sealent - Roof Field	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
072216B 042118470-0032	Exterior Roof Roof 21 - Tar/Seam Sealent - Roof Field	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
072217A 042118470-0033	Exterior Roof Roof 5 - Tar/Seam Sealent - Roof Field	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
072217B 042118470-0034	Exterior Roof Roof 11/12 - Tar/Seam Sealant - Roof Field	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected

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<http://www.EMSL.com> / [cinnasblab@EMSL.com](mailto:cinnasblab@EMSL.com)

EMSL Order: 042118470

Customer ID: LANG78

Customer PO:

Project ID:

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

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
072218A 042118470-0035	Exterior Roof Roof 6/7 - Roof Patch Sealant	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
072218B 042118470-0036	Exterior Roof Roof 11/12 - Roof Patch Sealant	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
072219A 042118470-0037	Exterior Roof Roof 24 - Duct Paper/ Adhesive	Brown Fibrous Homogeneous	60% Cellulose	40% Non-fibrous (Other)	None Detected
072219B 042118470-0038	Exterior Roof Roof 29 - Duct Paper/ Adhesive	Brown Fibrous Homogeneous	45% Cellulose 10% Glass	45% Non-fibrous (Other)	None Detected
072220A 042118470-0039	Exterior Roof Roof 24 - Tar/Seam Sealant in Ducts	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
072220B 042118470-0040	Exterior Roof Roof 29 - Tar/Seam Sealant in Ducts	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
072221A 042118470-0041	Exterior Roof Roof 6 - Adhesive on Rubber Roofing	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
072221B 042118470-0042	Exterior Roof Roof 10 - Adhesive on Rubber Roofing	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
072222A 042118470-0043	Exterior Roof Roof 6 - Vent Paper Adhesive	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
072222B 042118470-0044	Exterior Roof Roof 6 - Vent Paper Adhesive	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
072223A 042118470-0045	Exterior Roof Roof 1 - Large Vent/UnitFlash Tar	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
072223B 042118470-0046	Exterior Roof Roof 13 - Large Vent/UnitFlash Tar	Black Fibrous Homogeneous		80% Non-fibrous (Other)	20% Chrysotile
072224A 042118470-0047	Exterior Roof Roof 9 - Large Vent/UnitFlash Tar	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
072224B 042118470-0048	Exterior Roof Roof 9 - Large Vent/UnitFlash Tar	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
072224C 042118470-0049	Exterior Roof Roof 12/13 - Large Vent/UnitFlash Tar	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
072225A 042118470-0050	Exterior Roof Roof 6 - Tar on Wall	Black Non-Fibrous Homogeneous		96% Non-fibrous (Other)	4% Chrysotile
072225B 042118470-0051	Exterior Roof Roof 6 - Tar on Wall				Positive Stop (Not Analyzed)
072226 042118470-0052	Exterior Roof Roof 5/6 - Tar on Wall Brick	Black Fibrous Homogeneous		90% Non-fibrous (Other)	10% Chrysotile
072227 042118470-0053	Exterior Roof Roof 9 - Tar on Wall Brick	Black Non-Fibrous Homogeneous		95% Non-fibrous (Other)	5% Chrysotile

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<http://www.EMSL.com> / [cinnasblab@EMSL.com](mailto:cinnasblab@EMSL.com)

EMSL Order: 042118470

Customer ID: LANG78

Customer PO:

Project ID:

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

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
072228 042118470-0054	Exterior Roof Roof 11/12 - Tar on Wall Brick	Black Fibrous Homogeneous		96% Non-fibrous (Other)	4% Chrysotile
072229 042118470-0055	Exterior Roof Roof 12/13 - Tar on Wall Brick	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
072230 042118470-0056	Exterior Roof Roof 27 - Tar on Wall Brick	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
072231 042118470-0057	Exterior Roof Roof 7 - Tar on Wall Brick	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
072232A 042118470-0058	Exterior Roof Roof 1 - Perimeter Flashing Tar	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
072232B 042118470-0059	Exterior Roof Roof 1 - Perimeter Flashing Tar	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
072233A 042118470-0060	Exterior Roof Roof 24 - Rubber /Adhesive on Concrete Deck	Gray/Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
072233B 042118470-0061	Exterior Roof Roof 24 - Rubber /Adhesive on Concrete Deck	Gray/Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
072234A 042118470-0062	Exterior Roof Roof 19 - Tar on Metal Deck	Black Fibrous Homogeneous	5% Cellulose	95% Non-fibrous (Other)	None Detected
072234B 042118470-0063	Exterior Roof Roof 19 - Tar on Metal Deck	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
072235A 042118470-0064	Exterior Roof Roof 29 - Tar on Concrete Deck	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
072235B 042118470-0065	Exterior Roof Roof 29 - Tar on Concrete Deck	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
072236A 042118470-0066	Exterior Roof Roof 7 - Fiberboard Black Coating	Brown/Black Fibrous Homogeneous	90% Cellulose	10% Non-fibrous (Other)	None Detected
072236B 042118470-0067	Exterior Roof Roof 19 - Fiberboard Black Coating	Brown/Black Fibrous Homogeneous	90% Cellulose	10% Non-fibrous (Other)	None Detected
072237A 042118470-0068	Exterior Roof Roof 19 - Paper Layer on Foam	Brown Fibrous Homogeneous	85% Cellulose	15% Non-fibrous (Other)	None Detected
072237B 042118470-0069	Exterior Roof Roof 1 - Paper Layer on Foam	Brown Fibrous Homogeneous	60% Cellulose 15% Glass	25% Non-fibrous (Other)	None Detected
072238A 042118470-0070	Exterior Roof Roof 9 - Paper Layer on Foam	Brown Fibrous Homogeneous	85% Cellulose	15% Non-fibrous (Other)	None Detected
072238B 042118470-0071	Exterior Roof Roof 9 - Paper Layer on Foam	Brown Fibrous Homogeneous	65% Cellulose 15% Glass	20% Non-fibrous (Other)	None Detected
072239A 042118470-0072	Exterior Roof Roof 16 - Paper Middle Layer on Foam	Brown Fibrous Homogeneous	80% Cellulose	20% Non-fibrous (Other)	None Detected

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200 Route 130 North Cinnaminson, NJ 08077

Tel/Fax: (800) 220-3675 / (856) 786-5974

<http://www.EMSL.com> / [cinnasblab@EMSL.com](mailto:cinnasblab@EMSL.com)

EMSL Order: 042118470

Customer ID: LANG78

Customer PO:

Project ID:

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

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
072239B 042118470-0073	Exterior Roof Roof 16 - Paper Middle Layer on Foam	Brown Fibrous Homogeneous	75% Cellulose 15% Glass	10% Non-fibrous (Other)	None Detected
072240A 042118470-0074	Exterior Roof Roof 16 - Paper Middle Layer on Foam Adhesive	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
072240B 042118470-0075	Exterior Roof Roof 16 - Paper Middle Layer on Foam Adhesive	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
072241A 042118470-0076	Exterior Roof Roof 29 - Tar Paper Layer between Foam Layer	Black Fibrous Homogeneous	60% Cellulose	40% Non-fibrous (Other)	None Detected
072241B 042118470-0077	Exterior Roof Roof 29 - Tar Paper Layer between Foam Layer	Black Fibrous Homogeneous	50% Cellulose 10% Glass	40% Non-fibrous (Other)	None Detected
072242A 042118470-0078	Exterior Roof Roof 7 - Tar Paper under Pink foam	Black Fibrous Homogeneous	15% Cellulose	85% Non-fibrous (Other)	None Detected
072242B 042118470-0079	Exterior Roof Roof 18 - Tar Paper under Pink foam	Black Fibrous Homogeneous	10% Cellulose	90% Non-fibrous (Other)	None Detected
072242C 042118470-0080	Exterior Roof Roof 23 - Tar Paper under Pink foam	Black/Yellow Fibrous Heterogeneous	10% Cellulose 10% Glass	80% Non-fibrous (Other)	None Detected
072243A 042118470-0081	Exterior Roof Roof 10 - Tar Paper Under Foam	Black Fibrous Homogeneous	15% Cellulose 5% Min. Wool	80% Non-fibrous (Other)	None Detected
072243B 042118470-0082	Exterior Roof Roof 12 - Tar Paper Under Foam	Black Fibrous Homogeneous	15% Cellulose 5% Min. Wool	80% Non-fibrous (Other)	None Detected
072243C 042118470-0083	Exterior Roof Roof 29 - Tar Paper Under Foam	Black Non-Fibrous Homogeneous	10% Cellulose 10% Glass	80% Non-fibrous (Other)	None Detected
072244A 042118470-0084	Exterior Roof Roof 16 Upper - Paper/White Fuze on	White Fibrous Homogeneous	90% Glass	10% Non-fibrous (Other)	None Detected
072244B 042118470-0085	Exterior Roof Roof 16 Upper - Paper/White Fuze on	White Fibrous Homogeneous	60% Glass	40% Non-fibrous (Other)	None Detected
072245 042118470-0086	Exterior Roof Roof 7 - Soft Concrete Deck	White Fibrous Homogeneous	10% Cellulose	90% Non-fibrous (Other)	None Detected
072246 042118470-0087	Exterior Roof Roof 9 - Soft Concrete Deck	White Fibrous Homogeneous	10% Cellulose	90% Non-fibrous (Other)	None Detected
072247 042118470-0088	Exterior Roof Roof 16 - Soft Concrete Deck	White Fibrous Homogeneous	10% Glass	90% Non-fibrous (Other)	None Detected
072248 042118470-0089	Exterior Roof Roof 10 - Soft Concrete Deck	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
072249 042118470-0090	Exterior Roof Roof 13 - Soft Concrete Deck	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
072250 042118470-0091	Exterior Roof Roof 23 - Soft Concrete Deck	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected

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<http://www.EMSL.com> / [cinnasblab@EMSL.com](mailto:cinnasblab@EMSL.com)

EMSL Order: 042118470

Customer ID: LANG78

Customer PO:

Project ID:

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

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
072251 042118470-0092	Exterior Roof Roof 27 - Soft Concrete Deck	White Non-Fibrous Homogeneous	3% Glass	97% Non-fibrous (Other)	None Detected
072252 042118470-0093	Exterior Roof Roof 29 - Soft Concrete Deck	White Non-Fibrous Homogeneous	3% Glass	97% Non-fibrous (Other)	None Detected
072253A 042118470-0094	Interior Library - 2x2 Plain Ceiling Tile	White Fibrous Homogeneous	40% Cellulose 40% Min. Wool	20% Non-fibrous (Other)	None Detected
072253B 042118470-0095	Interior Auditorium - 2x2 Plain Ceiling Tile	Gray/White Fibrous Homogeneous	60% Cellulose 30% Min. Wool	10% Non-fibrous (Other)	None Detected
072254A 042118470-0096	Interior 166 - 2x4 Ceiling Tile	Brown/Gray Fibrous Homogeneous	40% Cellulose 30% Min. Wool	30% Non-fibrous (Other)	None Detected
072254B 042118470-0097	Interior Corridor - 2x4 Ceiling Tile	Gray/White Fibrous Homogeneous	60% Cellulose 30% Min. Wool	10% Non-fibrous (Other)	None Detected
072255A 042118470-0098	Interior 186 - 2x4 Ceiling Tile	Gray/White Fibrous Homogeneous	40% Cellulose 40% Min. Wool	20% Non-fibrous (Other)	None Detected
072255B 042118470-0099	Interior Corridor - 2x4 Ceiling Tile	Gray/White Fibrous Homogeneous	60% Cellulose 30% Min. Wool	10% Non-fibrous (Other)	None Detected
072256 042118470-0100	Interior Deck 45 - Spray Fireproofing	Gray Fibrous Homogeneous	30% Cellulose 15% Glass	5% Vermiculite 50% Non-fibrous (Other)	None Detected
072257 042118470-0101	Interior Beam at Library - Spray Fireproofing	Gray Fibrous Homogeneous	30% Cellulose 15% Glass	5% Vermiculite 50% Non-fibrous (Other)	None Detected
072258 042118470-0102	Interior Deck at 550 - Spray Fireproofing	Gray Fibrous Homogeneous	30% Cellulose 15% Glass	5% Vermiculite 50% Non-fibrous (Other)	None Detected
072259 042118470-0103	Interior Deck at Cafeteria - Spray Fireproofing	Gray Fibrous Homogeneous	30% Cellulose 20% Glass	5% Vermiculite 45% Non-fibrous (Other)	None Detected
072260 042118470-0104	Interior Mechanical Room - Spray Fireproofing	Brown/Gray Fibrous Homogeneous	30% Cellulose 20% Glass	5% Vermiculite 45% Non-fibrous (Other)	None Detected
072261 042118470-0105	Interior at Beam 331 - Spray Fireproofing	Brown/Gray Fibrous Homogeneous	30% Cellulose 20% Glass	5% Vermiculite 45% Non-fibrous (Other)	None Detected
072262 042118470-0106	Interior Deck - Spray Fireproofing	Brown/Gray Fibrous Homogeneous	30% Cellulose 20% Glass	5% Vermiculite 45% Non-fibrous (Other)	None Detected
072263 042118470-0107	Interior Deck - Spray Fireproofing	Tan Fibrous Homogeneous	20% Cellulose 15% Glass	5% Vermiculite 60% Non-fibrous (Other)	None Detected
072264 042118470-0108	Interior Beam - Spray Fireproofing	Tan Fibrous Homogeneous	15% Cellulose 10% Glass	5% Vermiculite 70% Non-fibrous (Other)	None Detected
072265 042118470-0109	Interior Deck Corridor by Large Gym - Spray Fireproofing	Tan Fibrous Homogeneous	20% Cellulose 15% Glass	5% Vermiculite 60% Non-fibrous (Other)	None Detected
072266 042118470-0110	Interior Beam Old Gym - Spray Fireproofing	Tan Fibrous Homogeneous	15% Cellulose 10% Glass	5% Vermiculite 70% Non-fibrous (Other)	None Detected

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# EMSL Analytical, Inc.

200 Route 130 North Cinnaminson, NJ 08077

Tel/Fax: (800) 220-3675 / (856) 786-5974

<http://www.EMSL.com/cinnaslab@EMSL.com>

EMSL Order: 042118470

Customer ID: LANG78

Customer PO:

Project ID:

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

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
072267	Interior Deck Corridor	Tan	15% Cellulose	5% Vermiculite	None Detected
	Pool - Spray	Fibrous	10% Glass	70% Non-fibrous (Other)	
042118470-0111	Fireproofing	Homogeneous			
072268	Interior Beam Corridor	Brown/Tan	30% Cellulose	5% Vermiculite	None Detected
	Pool - Spray	Fibrous	20% Glass	45% Non-fibrous (Other)	
042118470-0112	Fireproofing	Homogeneous			
072269	Interior Ramp	Brown/Tan	30% Cellulose	5% Vermiculite	None Detected
	Corridor - Spray	Fibrous	20% Glass	45% Non-fibrous (Other)	
042118470-0113	Fireproofing	Homogeneous			

Analyst(s)

Andrew Borsos (13)

Amy Johnson (33)

Jaime Figueras (64)

Samantha Rundstrom, Laboratory Manager  
or Other Approved Signatory

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

Samples analyzed by EMSL Analytical, Inc. Cinnaminson, NJ NVLAP Lab Code 101048-0, AIHA-LAP, LLC-IHLAP Lab 100194, NJ DEP 03036, PA ID# 68-00367, LA #04127

Initial report from: 08/02/2021 08:45:39



EMSL ANALYTICAL, INC.  
LABORATORY • PRODUCTS • TRAINING

# Asbestos Bulk Building Material Chain of Custody

EMSL Order Number (Lab Use Only):

042118470

RECEIVED  
EMSL  
200 ROUTE 1 NORTH  
SPRINGMINGTON, NJ 07081  
2021 JUL 26 PM 9:38  
PHONE 908-230-3979  
FAX 908-230-3979

Company: Langan CT		EMSL-Bill to: <input type="checkbox"/> Same <input checked="" type="checkbox"/> Different	
Street: 555 Long Wharf Drive		If Bill to is Different note instructions in Comments** Langan InvoiceCapture@ConcurSolutions.com Third Party Billing requires written authorization from third party	
City: New Haven	State/Province: CT	Zip/Postal Code: 06511	Country: USA
Report To (Name): Matthew Myers		Telephone #: 203.562.5771	
Email Address: MMyers@Langan.com		Fax #: 203.789.6142	Purchase Order:
Project Name/Number: 140238101		Please Provide Results: <input type="checkbox"/> Fax <input checked="" type="checkbox"/> Email	
U.S. State Samples Taken: CT		CT Samples: <input type="checkbox"/> Commercial/Taxable <input checked="" type="checkbox"/> Residential/Tax Exempt	
Turnaround Time (TAT) Options: Please Check			
<input type="checkbox"/> 3 Hour	<input type="checkbox"/> 6 Hour	<input type="checkbox"/> 24 Hour	<input checked="" type="checkbox"/> 72 Hour
<input type="checkbox"/> 48 Hour	<input type="checkbox"/> 96 Hour	<input type="checkbox"/> 1 Week	<input type="checkbox"/> 2 Week
*For TEM Air 3 hr through 6 hr, please call ahead to schedule. *There is a premium charge for 3 Hour TEM AHERA or EPA Level II TAT. You will be asked to sign an authorization form for this service. Analysis completed in accordance with EMSL's Terms and Conditions located in the Analytical Price Guide.			
PLM - Bulk (reporting limit)		TEM - Bulk	
<input checked="" type="checkbox"/> PLM EPA 600/R-93/116 (<1%)		<input type="checkbox"/> TEM EPA NOB - EPA 600/R-93/116 Section 2.5.5.1	
<input type="checkbox"/> PLM EPA NOB (<1%)		<input type="checkbox"/> NY ELAP Method 198.4 (TEM)	
Point Count <input checked="" type="checkbox"/> 400 (<0.25%) <input type="checkbox"/> 1000 (<0.1%) If <3%		<input type="checkbox"/> Chatfield Protocol (semi-quantitative)	
Point Count w/Gravimetric <input type="checkbox"/> 400 (<0.25%) <input type="checkbox"/> 1000 (<0.1%)		<input type="checkbox"/> TEM % by Mass - EPA 600/R-93/116 Section 2.5.5.2	
<input type="checkbox"/> NIOSH 9002 (<1%)		<input type="checkbox"/> TEM Qualitative via Filtration Prep Technique	
<input type="checkbox"/> NY ELAP Method 198.1 (friable in NY)		<input type="checkbox"/> TEM Qualitative via Drop Mount Prep Technique	
<input type="checkbox"/> NY ELAP Method 198.6 NOB (non-friable-NY)		Other	
<input type="checkbox"/> OSHA ID-191 Modified		<input type="checkbox"/> Staples High School	
<input type="checkbox"/> Standard Addition Method		70 North Avenue, Westport	
<input checked="" type="checkbox"/> Check For Positive Stop - Clearly Identify Homogenous Group		Date Sampled: 7/22/2021	
Samplers Name: Willie Thompson		Samplers Signature: <i>Willie Thompson</i>	
Sample #	HA #	Sample Location	Material Description
072201A		Exterior Roof	Roof walk Mats - Plain Rubber
B			+
02A			Carlisle
B			+
03A		Roof 16 Top	Gutter Interior Caulk newer
B			+
04A		Roof 7	Pipe Vent Caulk newer gray
B			+
05A			Vent Exhaust Caulk
B			+
Client Sample # (s):		Total # of Samples: 113	
Relinquished (Client): <i>Willie Thompson</i>		Date: 7/23/2021	Time: 5:45
Received (Lab): <i>Calvin G</i>		Date: 7.26.21	Time: 8:50
Comments/Special Instructions:			





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# Asbestos Bulk Building Material Chain of Custody

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EMSL ANALYTICAL, INC.  
200 ROUTE 130 NORTH  
CINNAMINSON, NJ 08077  
PHONE: (800) 220-3675  
FAX: (856) 786-5974

2021 JUL 26 PM 9:38

Additional Pages of the Chain of Custody are only necessary if needed for additional sample information

Sample #	HA #	Sample Location	Material Description
072206A		Exterior Roof Roof 9	Tar on <sup>top of</sup> Old Metal Vents
B		↓	↓
07A		Roof 13	Tar on Metal Siding
B		↓	↓
08A		Roof 16 upper	Paper behind metal Siding
B		↓	↓
09A		↓	Soft concrete <del>and</del> wall
B		↓	↓
10A		Roof 9	Chimney Copper Flash Caulk <sup>newer</sup> Gray
B		↓	↓
11A		↓	Black old?
B		↓	↓
12A		↓	Chimney Flash Tar Black
B		↓	↓
13A		Roof 18/19	Caulking (Gray) on Metal Trim <sup>newer</sup>
B		↓	↓
14A		Roof 19	Caulking on Metal Trim <sup>newer</sup>
B		↓	↓
15A		Roof 27	Caulking on Perimeter Metal <sup>Flashy</sup> <sup>newer</sup>
B		↓	↓
16A		Roof 21	Tar / Seam Sealant - Roof Field
B		↓	↓
17A		Roof 5	↓
B		↓ 1/12	↓

\*Comments/Special Instructions:





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Additional Pages of the Chain of Custody are only necessary if needed for additional sample information

Sample #	HA #	Sample Location	Material Description
0722B1		Exterior Roof	Roof Patch Sealant
1 B			1
19A		Roof 24	Duct Paper / Adhesive
B		29	1
20A		24	Tar/Seam Sealant on Ducts
B		29	1
21A		6	Adhesive on Rubber Roofing
B		10	1
22A		6	vent pipe adhesive? or Flash
B		1	1
23A		1	Large Vent / Unit Flash Tar Under
B		13	1
24A		9	1
B		1	1
c		12/13	Wall
25A		6	tar on wall
B		1	1
26		5/6	Thick Tar on wall Brick Flashing
27		9	1
28		11/12	sticker 1 Concrete
29		12/13	Thinner 1
30		27	under metal siding
31		7	1
32A		Roof 1	Perimeter Flashing Tar
B		1	1

\*Comments/Special Instructions:





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# Asbestos Bulk Building Material Chain of Custody

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EMSL ANALYTICAL, INC.  
200 ROUTE 130 NORTH  
CINNAPRISON, NJ 08077  
PHONE: (800) 220-3675  
FAX: (856) 786-5974

2017 JUL 26 PM 9:38

Additional Pages of the Chain of Custody are only necessary if needed for additional sample information

Sample #	HA #	Sample Location		Material Description
072233A		Ext. Roof Field	Roof 24	Rubber / Adhesive on Concrete Deck
↓ B		↓	↓	↓
↓ 34A		↓	19	Tar on Metal Deck
↓ B		↓	↓	↓
↓ 35A		↓	29	Tar on Concrete Deck
↓ B		↓	↓	↓
↓ 36A		↓	7	Fiberboard Black Coating / Layer
↓ B		↓	19	↓
↓ 37A		↓	↓	Paper Layer on Foam
↓ B		↓	↓	↓
↓ 38A		↓	9	↓
↓ B		↓	↓	↓
↓ 39A		↓	16	Metallic Paper layer on Foam
↓ B		↓	↓	↓
↓ 40A		↓	↓	↓
↓ B		↓	↓	Adhesive ↓
↓ 41A		↓	29	Tar Paper Layer Between Foam Layers
↓ B		↓	↓	↓
↓ 42A		↓	7	Tar Paper under Pink Foam
↓ B		↓	18	↓
↓ C		↓	23	↓
↓ 43A		↓	10	Tar Paper under Foam
↓ B		↓	12	↓
↓ C		↓	29	↓

\*Comments/Special Instructions:





EMSL ANALYTICAL, INC.  
LABORATORY PRODUCTS TRAINING

# Asbestos Bulk Building Material

## Chain of Custody

EMSL Order Number (Lab Use Only):

042118470

EMSL ANALYTICAL, INC.  
200 ROUTE 130 NORTH  
CINNAMINSON, NJ 08077  
PHONE: (800) 220-3675  
FAX: (856) 786-5974

2021 JUL 26 PM 9:38

Additional Pages of the Chain of Custody are only necessary if needed for additional sample information

Sample #	HA #	Sample Location	Material Description
072244A		Exterior Rod Field	Paper/White Fuzer on soft concrete
B		↓	↓
45		↓	Soft concrete Deck
46		↓	↓
47		↓	↓
48		↓	↓
49		↓	↓
50		↓	↓
51		↓	↓
52		↓	↓
53A		Interior Library	2 x 2 Plain ceiling tile
B		↓	↓
54A		166 Auditorium	2x4 Ceiling tile
B		↓	↓
55A		186 Corridor/Star	↓
B		↓	↓
56A		Deck - 451 Corridor	Spray Fireproofing Grey
57A		Beam - 4 Library	↓
58		Deck - 550 Corridor	↓
59		Deck - 550 Corridor	↓
60		Deck - Mechanical Room	↓
61		Beam - 331 Corridor	↓
62		Deck	↓

\*Comments/Special Instructions:



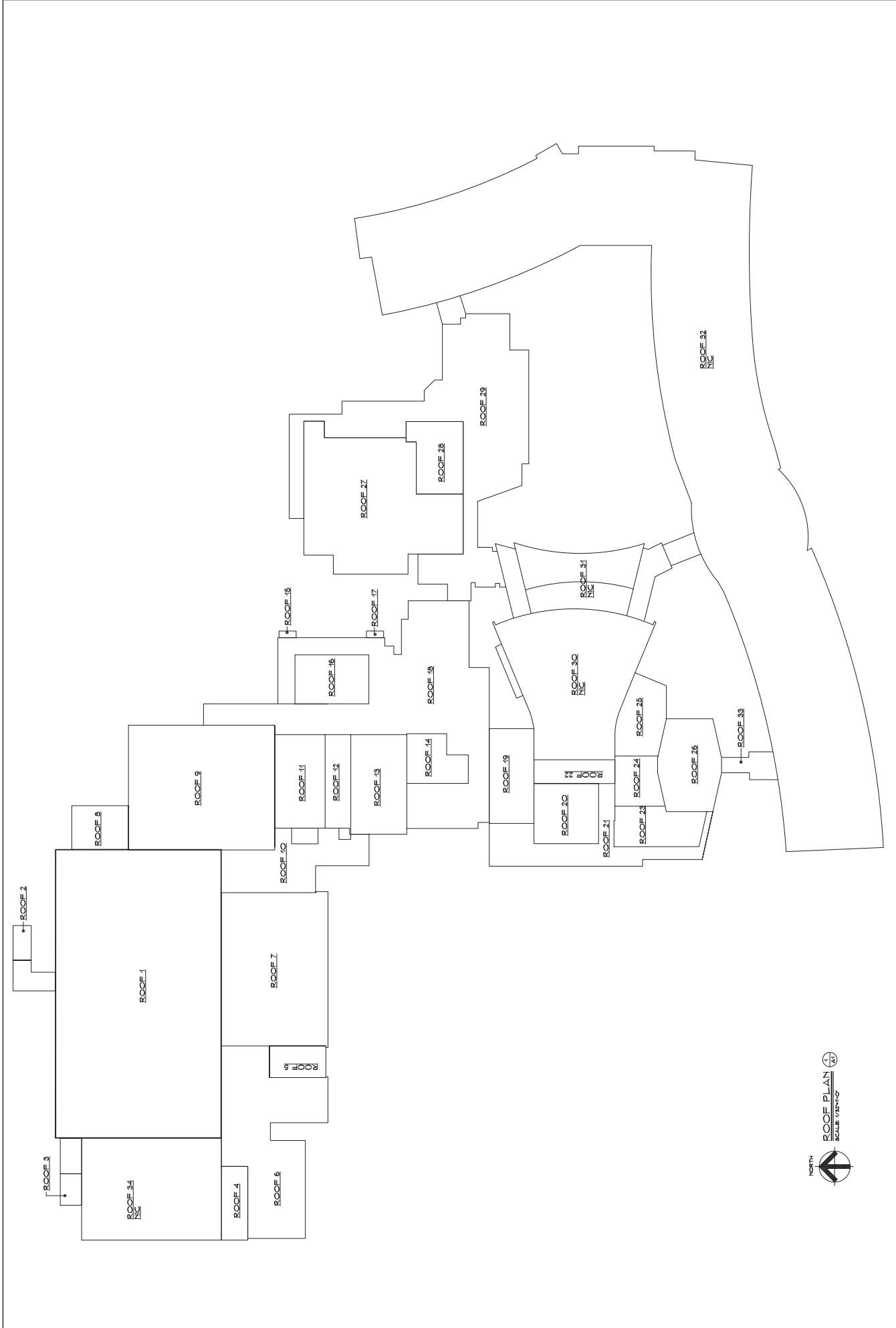
PHONE: (800) 220-7777  
FAX: (856) 786-7777  
2021 JUL 26 PM 9:38  
sample information

Page 6 Of 6



# **Appendix B**

## **Roof Drawings**



Project File:  
Westport Public Schools  
Staples High School Partial Roof Replacement  
70 North Avenue  
Westport, Connecticut 06880



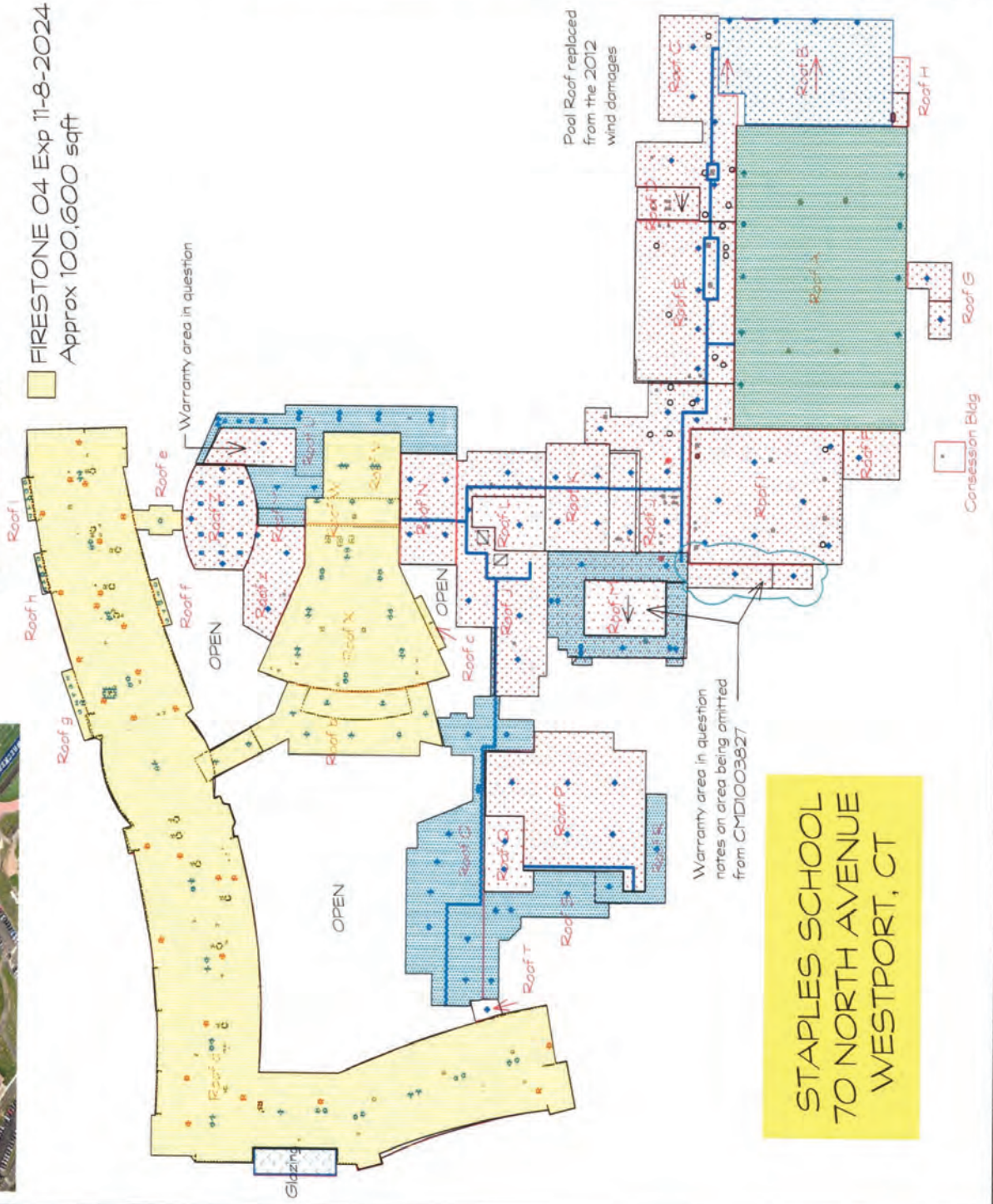
SILVER / PETRUCCELLI + ASSOCIATES  
Architects / Engineers / Interior Designers  
3190 Whitney Avenue, Hamden, CT 06518-2340  
One Post Hill Place, New London, CT 06320  
Tel. 203.230.9007 Fax. 203.230.8247  
all@petrucci.com

Overall Roof Plan  
STATE PROJECT # 219-0030 RR

Sheet:  
A1  
Date:  
SEPTEMBER 27, 2019  
Drawn:  
J. LINDLEY  
Checked:  
K. LINDLEY  
Project Number:  
10008



- CARLISLE CMD629N - 97 Expires 9-19-2013  
Approx 117,581 sqft
- CARLISLE CMD1003827 - 06 Expires 8-31-2026  
Approx 15,600 sqft
- CARLISLE AB#596N-98 - 98 Expires 9-22-2008  
Approx 36,560 sqft
- FIRESTONE 04 Exp 11-8-2024  
Approx 100,600 sqft



STAPLES SCHOOL  
70 NORTH AVENUE  
WESTPORT, CT

# Legend

- Control Joint
  - Expansion Joint
  - Roof Top Units
    - Roof Hatch
    - Unit on Sleepers
    - Skylight
    - Unit on Curb
  - Projections
    - Plumbing Stack
    - Pitch Pan
    - Hot Stack
    - Metal Sleeve Stack
  - Drainage
    - Drain (Existing)
    - Drain (New)
    - Souper
  - Miscellaneous
    - Gas Line
    - Walkway
    - Paver Walkway
    - Crickets
    - Roof Level Change
    - Core Test
  - Problem Indicators
    - Blister
    - Ponding
    - Vegetation
    - Flashing Problem / Roof Defect
- \* Note: -U indicates an unused item

Project Staples School, Westport

Customer Town of Westport

DWG. By Joseph Kiss

Date 10-11-16 Scale N.T.S

## **Appendix C**

### **Langan Certifications and Accreditations**

**STATE OF CONNECTICUT**  
**DEPARTMENT OF PUBLIC HEALTH**

PURSUANT TO THE PROVISIONS OF THE GENERAL STATUTES OF CONNECTICUT

THE INDIVIDUAL NAMED BELOW IS CERTIFIED  
BY THIS DEPARTMENT AS A

**ASBESTOS CONSULTANT-INSP/MGMT PLANNER**

MATTHEW A. MYERS

CERTIFICATE NO.

**000041**

CURRENT THROUGH

**04/30/22**

VALIDATION NO.

**03-888299**

SIGNATURE

*Reid S. Gifford*  
ACTING COMMISSIONER



# Q&T

Quality Environmental Solutions & Technologies, Inc.  
1376 Route 9, Wappingers Falls, NY 12590  
Phone (845) 298-6031 Fax (845) 298-6251

HEREBY CERTIFIES THAT

**MATTHEW MYERS**

HAS SUCCESSFULLY COMPLETED A TRAINING SEMINAR IN:

## ***NYS/EPA INSPECTOR REFRESHER***

MEETING THE REQUIREMENTS OF NYSDOH 10 NYCRR, PART 73 AND  
TSCA TITLE II AND HAS BEEN AWARDED THIS CERTIFICATE BY:



**PAUL A. RODRIGUEZ**  
TRAINING DIRECTOR

NOTE: Official record of successful completion is DOH 2832 Certificate of Completion of Asbestos Safety  
Training

NOTE: DOH 2832 - A \$20 fee shall be charged for replacement of Certificate of Completion DOH 2832

ON THIS DATE: 8/12/2020

CERTIFICATE NUMBER: 862435

EXPIRATION DATE: 8/12/2021



State of Connecticut

## Lookup Detail View

### Name

Name
PAVEL ZAYENCHIK

### License Information

lookup

License Type	License Number	Expiration Date	Granted Date	License Name	License Status		Licensure Actions or Pending Charges
Asbestos Consultant-Inspector	869	10/31/2021	02/03/2014	PAVEL ZAYENCHIK	ACTIVE	CURRENT	None

Generated on: 11/13/2020 5:33:52 PM



**New York State Department of Health Certificate of Asbestos Safety Training**  
This form is the official record of successful completion of a New York State accredited asbestos safety training course.

Certificate No. **866058**

I - To be completed by Trainee	
Name of Trainee (print) <u>David Zagorchnik</u>	NYS Depart. of Motor Vehicles ID (DMV ID) <sup>1</sup> <u>165 032 031</u>
Signature of Trainee	Telephone Number <u>917 589 8813</u>
Address <u>25-11 Union St #4H Flushing</u>	Date of Birth <sup>1</sup> <u>10/28/1973</u>
(Street or PO Box)	(City) <u>NY</u> (State) <u>11354</u> (Zip Code)
II - To be completed by Training Sponsor	
Provider <u>BSI Services and Solutions (NYC) Inc.</u> <u>141 West 38th Street, 3rd Floor</u>	Telephone Number <u>212 240 4323</u>
Address <u>New York, NY 10018</u> <u>(212) 290-6323</u>	Course <u>Online</u>
Zip Code	Location:

Course Title: Inspector ☐ Initial ☒ Refresher ☐ DOH Equivalency<sup>2</sup>

Training Language: ☒ English ☐ Other: Exam Grade/Date: 96/10/21/20

Dates of Training: From: 10/21/20 To: 10/21/20 Expires: 10/21/21

I certify that the asbestos safety training course given on the above date complied with both 10 NYCRR Part 73 and TSCA Title II, was consistent with the curriculum and instructors approved by the New York State Department of Health, and the trainee receiving this certificate completed the training course and successfully passed the examination.

Training Director<sup>2</sup>: David Zagorchnik (Print) [Signature] (Signature) **STUDENT**



1004781-0004794-00000001 of 00000001 of 00000001-001-aid00101-1484-04787

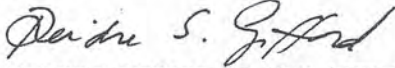
Dear WILLIE L. THOMPSON,

Attached you will find your validated certificate for the coming year. Should you have any questions about your certificate renewal, please do not hesitate to write or call:

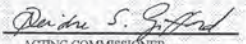
Department of Public Health  
P.O. Box 340308  
M.S.#12MQA  
Hartford, CT 06134-0308

(860) 509-7603  
oplcdph@ct.gov  
www.ct.gov/dph/license

Sincerely,



DEIDRE S. GIFFORD, MD, MPH, ACTING COMMISSIONER  
DEPARTMENT OF PUBLIC HEALTH

EMPLOYER'S COPY		
STATE OF CONNECTICUT DEPARTMENT OF PUBLIC HEALTH		
NAME		
WILLIE L. THOMPSON		
VALIDATION NO.	CERTIFICATE NO.	CURRENT THROUGH
03-849468	000673	08/31/21
PROFESSION		
ASBESTOS CONSULTANT-INSPECTOR		
SIGNATURE		
		 ACTING COMMISSIONER

# ATC GROUP SERVICES LLC

104 East 25th Street, New York, NY 10010  
(212) 353-8280

*This certifies that*

## Willie Thompson III

*has successfully completed the*

*4-hour EPA-AHERA/ASHARA Training, accredited under TSCA Title II 40 CFR 763,  
and the New York State Department of Health Approved Course and Examination for*

### Asbestos Site Inspector Refresher

*on*

January 11, 2021

**\*\* Please note that the official record of successful completion is the  
DOH 2832 Certificate of Asbestos Safety Training\*\***

**Course Location: Online Course**

**Examination Date: January 11, 2021**

**Certificate#: NYS - RHIIR - 22653**

**Expiration Date: January 11, 2022**

**Signed: \_\_\_\_\_**

**John P. Springston, CIH, CSP, FAIHA**



## SECTION 053100 - STEEL DECKING

## PART 1 - GENERAL

## 1.1 RELATED DOCUMENTS

- A. The General Documents, as listed on the Table of Contents, and applicable parts of Division 01 General Requirements shall be included in and made a part of this Section.

## 1.2 SUMMARY

## A. Section Includes:

- 1. Steel decking includes roof deck types. Provide all edge and end closures, deck support angles at columns, butt strips, ridge and valley plates, reinforcing angles, recessed sump pans, cell closures, composite finish strips and pour stops.

## B. Related Sections:

- 1. Section 012100 "Allowances" for work of this Section included in allowances.
- 2. Section 012200 "Unit Prices" for work of this Section included in unit prices.

## 1.3 QUALITY ASSURANCE

- A. Codes and Standards: Comply with provisions of the following codes and standards, except as otherwise shown or specified:

- 1. AISI "Specification for the Design of Cold-Formed Steel Structural Members".
- 2. AWS "Structural Welding Code".
- 3. SDI "Design Manual for Floor Decks and Roof Decks".

- B. Qualification of Field Welding: Qualify welding processes and welding operators in accordance with AWS "Standard Qualification Procedure".

- C. Completed decking in place is subject to inspection and testing. Expense of removing and replacing portions of decking for testing purposes will be borne by Owner if welds are found to be satisfactory. Remove work found to be defective and replace with new acceptable work.

## 1.4 SUBMITTALS

- A. Product Data: Submit manufacturer's specifications showing physical properties and installation instructions for each type of decking and accessories. Include manufacturer's certification as may be required to show compliance with these specifications.

## B. Shop Drawings:

- 1. Submit shop drawings of all members to be furnished. Detail drawings of the members and their connections shall follow standard practice as set forth in the AISC "Manual of Structural Steel Detailing" (Second Edition). In particular, welding shall be shown, using standard AWS welding symbols. Show on detail drawings the paint to be used.

2. Shop drawings will not be accepted for review by the Architect unless there is substantial evidence that the Contractor has reviewed the submittal for compliance with the contract documents and has addressed questions to be responded to by the Contractor. All coordination item with other trades and submittals are to be performed and the submittal marked accordingly before submission. Failure to provide the above will result in the submittal being returned and not reviewed.
3. Shop drawings will not be reviewed unless accompanied by erection drawings which locates and identifies the members. Copies or reproductions of contract drawings will not be accepted or reviewed as shop drawings.

## PART 2 - PRODUCTS

- 2.1 MATERIALS: Steel for Galvanized Metal Deck Units: ASTM A 653 coating class G-60, Minimum yield point,  $F_y = 33\text{ksi}$ .

- A. Roof Decking: To match existing but as a minimum:

1. 1½-inch-wide rib, galvanized steel deck with nesting flat side laps, formed from hot dipped galvanized steel sheets. Minimum section properties as follows:

Gage	Ip (in4)	In (in4)	Sp (in3)	Sn (in3)
20	0.22	0.24	0.25	0.26

- B. Miscellaneous Steel Shapes: ASTM A 36.
- C. Sheet Metal Accessories: ASTM A 526, commercial quality galvanized.
- D. Galvanizing Repair Paint: High zinc-dust content paint for repair of damaged galvanized surfaces complying with Military Specifications MIL-P-21035 (Ships).
- E. Galvanizing: ASTM A 653, G60.

## PART 3 - EXECUTION

### 3.1 INSPECTION

- A. Installer must examine areas and conditions under which metal decking is to be installed and notify Contractor in writing of conditions detrimental to proper and timely completion of work. Do not proceed with work until unsatisfactory conditions have been corrected in a manner acceptable to installer.

### 3.2 INSTALLATION

- A. General: Install deck units and accessories in accordance with manufacturer's recommendations and final shop drawings, and as specified herein.
- B. Do not use roof deck units for storage or working platforms until permanently secured.
- C. Shop drawings shall fully address all edge conditions and pour stops, including overhangs, as described in structural and architectural details.

- D. Fastening Deck Units: Welding of roof deck shall not be permitted.
  - 1. Roof decks (1½-inch-depth) shall be pneumatically fastened in place 12 inches o.c. using Hilti pneumatic fasteners, (or equal), with a 36/4 fastening pattern (unless otherwise indicated on the Drawings). Mechanically fasten side laps of adjacent deck units between supports, at intervals not exceeding 18 inches o.c., using plated self-tapping No. 10-14 screws, with a minimum of four (4) #10 plated self-tapping screws per span.
- E. Cutting and Fitting: Cut neatly and fit deck units and accessories around other work projecting through or adjacent to the decking, as shown.
- F. Reinforcement at Openings: Provide additional metal reinforcement and closure pieces as required for strength, continuity of decking, and to provide support for concrete and other work shown.
- G. Roof Sump Pans: Place over openings provided in roof decking and weld to top decking surface. Space welds not more than 12 inches o.c. with at least one (1) weld at each corner. Cut opening in roof sump bottom to accommodate drain size indicated.
- H. Touch-up Painting: After decking installation, wire brush, clean and paint scarred areas, rust spots on top and bottom surfaces of roof decking units and supporting steel members.
  - 1. Touch-up galvanized surfaces with galvanized repair paint applied in accordance with manufacturer's instructions.

END OF SECTION 053100



SECTION 055000 - METAL FABRICATIONS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:

- 1. Metal ladders.

1.3 ACTION SUBMITTALS

- A. Product Data: For the following:

- 1. Nonslip aggregates and nonslip-aggregate surface finishes.
  - 2. Fasteners.

- B. Shop Drawings: Show fabrication and installation details. Include plans, elevations, sections, and details of metal fabrications and their connection. Show anchorage and accessory items.

- C. Provide Shop Drawings for the following:

- 1. Metal ladders.

- D. Delegated-Design Submittal: For ladders, including analysis data signed and sealed by the qualified professional engineer responsible for their preparation.

1.4 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For professional engineer's experience with providing delegated-design engineering services of the kind indicated, including documentation that engineer is licensed in the jurisdiction in which Project is located.

- B. Welding certificates.

- C. Research Reports: For post-installed anchors.

1.5 QUALITY ASSURANCE

- A. Welding Qualifications: Qualify procedures and personnel in accordance with the following:

- 1. AWS D1.1, "Structural Welding Code - Steel."



## 1.6 FIELD CONDITIONS

- A. Field Measurements: Verify actual locations of walls, floor slabs, decks, and other construction contiguous with metal fabrications by field measurements before fabrication.

## PART 2 - PRODUCTS

### 2.1 PERFORMANCE REQUIREMENTS

- A. Delegated Design: Engage a qualified professional engineer, as defined in Section 014000 "Quality Requirements," to design ladders.
- B. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes acting on exterior metal fabrications by preventing buckling, opening of joints, overstressing of components, failure of connections, and other detrimental effects.
  - 1. Temperature Change: 120 deg F, ambient; 180 deg F, material surfaces.

### 2.2 METALS

- A. Metal Surfaces, General: Provide materials with smooth, flat surfaces unless otherwise indicated. For metal fabrications exposed to view in the completed Work, provide materials without seam marks, roller marks, rolled trade names, or blemishes.
- B. Steel Plates, Shapes, and Bars: ASTM A 36.
- C. Steel Tubing: ASTM A 500, cold-formed steel tubing.
- D. Steel Pipe: ASTM A 53, Standard Weight (Schedule 40) unless otherwise indicated.

### 2.3 FASTENERS

- A. General: Unless otherwise indicated, provide Type 304 stainless-steel fasteners for exterior use and zinc-plated fasteners with coating complying with ASTM B633 or ASTM F 1941, Class Fe/Zn 5, at exterior walls. Select fasteners for type, grade, and class required.
- B. Steel Bolts and Nuts: Regular hexagon-head bolts, ASTM A 307, Grade A; with hex nuts, ASTM A 563; and, where indicated, flat washers.
- C. Stainless-Steel Bolts and Nuts: Regular hexagon-head annealed stainless steel bolts, ASTM F 593; with hex nuts, ASTM F 594; and, where indicated, flat washers; Alloy Group 1.
- D. Anchor Bolts: ASTM F1554, Grade 36, of dimensions indicated; with nuts, ASTM A 563; and, where indicated, flat washers.
  - 1. Hot-dip galvanize or provide mechanically deposited, zinc coating where item being fastened is indicated to be galvanized.
- E. Anchors, General: Capable of sustaining, without failure, a load equal to six (6) times the load imposed when installed in unit masonry and four (4) times the load imposed when installed in

concrete, as determined by testing in accordance with ASTM E 488, conducted by a qualified independent testing agency.

F. Post-Installed Anchors: Torque-controlled expansion anchors.

1. Material for Exterior Locations and Where Stainless-Steel Is Indicated: Alloy Group 1 stainless-steel bolts, ASTM F 593, and nuts, ASTM F 594.

## 2.4 MISCELLANEOUS MATERIALS

A. Galvanizing Repair Paint: High-zinc-dust-content paint complying with SSPC-Paint 20 and compatible with paints specified to be used over it.

B. Bituminous Paint: Cold-applied asphalt emulsion complying with ASTM D 1187.

## 2.5 FABRICATION, GENERAL

A. Shop Assembly: Preassemble items in the shop to greatest extent possible. Disassemble units only as necessary for shipping and handling limitations. Use connections that maintain structural value of joined pieces. Clearly mark units for reassembly and coordinated installation.

B. Cut, drill, and punch metals cleanly and accurately. Remove burrs and ease edges to a radius of approximately 1/32-inch unless otherwise indicated. Remove sharp or rough areas on exposed surfaces.

C. Form bent-metal corners to smallest radius possible without causing grain separation or otherwise impairing work.

D. Form exposed work with accurate angles and surfaces and straight edges.

E. Weld corners and seams continuously to comply with the following:

1. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.
2. Obtain fusion without undercut or overlap.
3. Remove welding flux immediately.
4. At exposed connections, finish exposed welds and surfaces smooth and blended so no roughness shows after finishing and contour of welded surface matches that of adjacent surface.

F. Form exposed connections with hairline joints, flush and smooth, using concealed fasteners or welds where possible. Where exposed fasteners are required, use Phillips flat-head (countersunk) fasteners unless otherwise indicated. Locate joints where least conspicuous.

G. Fabricate seams and other connections that are exposed to weather in a manner to exclude water. Provide weep holes where water may accumulate.

H. Cut, reinforce, drill, and tap metal fabrications as indicated to receive finish hardware, screws, and similar items.

I. Provide for anchorage of type indicated, coordinate with supporting structure. Space anchoring devices to secure metal fabrications rigidly in place and to support indicated loads.

## 2.6 METAL LADDERS

### A. General:

1. Comply with ANSI A14.3.

### B. Steel Ladders:

1. Space siderails 18 inches apart unless otherwise indicated.
2. Siderails: Continuous, 1½-inch-diameter steel pipe.
3. Rungs: 1¼ inch-diameter steel bars.
4. Fit rungs in centerline of siderails; plug-weld and grind smooth on outer rail faces.
5. Provide nonslip surfaces on top of each rung, either by coating rung with aluminum-oxide granules set in epoxy-resin adhesive or by using a type of manufactured rung filled with aluminum-oxide grout.
6. Support each ladder at top and bottom and not more than 60 inches o.c. with welded or bolted steel brackets.
7. Galvanize ladders, including brackets.

## 2.7 GENERAL FINISH REQUIREMENTS

### A. Finish metal fabrications after assembly.

### B. Finish exposed surfaces to remove tool and die marks and stretch lines, and to blend into surrounding surface.

## 2.8 STEEL AND IRON FINISHES

### A. Galvanizing: Hot-dip galvanize items as indicated to comply with ASTM A 153 for steel and iron hardware and with ASTM A 123 for other steel and iron products.

1. Do not quench or apply post galvanizing treatments that might interfere with paint adhesion.

## PART 3 - EXECUTION

### 3.1 INSTALLATION, GENERAL

#### A. Cutting, Fitting, and Placement: Perform cutting, drilling, and fitting required for installing metal fabrications. Set metal fabrications accurately in location, alignment, and elevation; with edges and surfaces level, plumb, true, and free of rack; and measured from established lines and levels.

#### B. Fit exposed connections accurately together to form hairline joints. Weld connections that are not to be left as exposed joints but cannot be shop welded because of shipping size limitations. Do not weld, cut, or abrade surfaces of exterior units that have been hot-dip galvanized after fabrication and are for bolted or screwed field connections.

#### C. Field Welding: Comply with the following requirements:

1. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.
  2. Obtain fusion without undercut or overlap.
  3. Remove welding flux immediately.
  4. At exposed connections, finish exposed welds and surfaces smooth and blended so no roughness shows after finishing and contour of welded surface matches that of adjacent surface.
- D. Fastening to In-Place Construction: Provide anchorage devices and fasteners where metal fabrications are required to be fastened to in-place construction. Provide threaded fasteners for use with concrete and masonry inserts, toggle bolts, through bolts, lag screws, wood screws, and other connectors.
- 3.2 REPAIRS
- A. Galvanized Surfaces: Clean field welds, bolted connections, and abraded areas and repair galvanizing to comply with ASTM A 780.

END OF SECTION 055000



## SECTION 061000 - ROUGH CARPENTRY

## PART 1 - GENERAL

## 1.1 RELATED DOCUMENTS

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

## 1.2 SUMMARY

- A. Section Includes:

- 1. Wood blocking and nailers.

- B. Related Requirements:

- 1. Section 012200 "Unit Prices" for work of this Section included in unit prices.
  - 2. Section 061600 "Sheathing" for sheathing, subflooring, and underlayment.

## 1.3 DEFINITIONS

- A. Boards or Strips: Lumber of less than 2 inches nominal size in least dimension.
- B. Dimension Lumber: Lumber of 2 inches nominal or greater but less than 5 inches nominal in least dimension.
- C. Lumber grading agencies, and the abbreviations used to reference them, include the following:
  - 1. NeLMA: Northeastern Lumber Manufacturers' Association.
  - 2. NLGA: National Lumber Grades Authority.
  - 3. WCLIB: West Coast Lumber Inspection Bureau.
  - 4. WWPA: Western Wood Products Association.

## 1.4 ACTION SUBMITTALS

- A. Product Data: For each type of process and factory-fabricated product. Indicate component materials and dimensions and include construction and application details.
  - 1. Include data for wood-preservative treatment from chemical treatment manufacturer and certification by treating plant that treated materials comply with requirements. Indicate type of preservative used and net amount of preservative retained.
  - 2. Include copies of warranties from chemical treatment manufacturers for each type of treatment.

## 1.5 INFORMATIONAL SUBMITTALS

- A. Evaluation Reports: For the following, from ICC-ES:
  - 1. Wood-preservative-treated wood.

2. Power-driven fasteners.
3. Post-installed anchors.

#### 1.6 DELIVERY, STORAGE, AND HANDLING

- A. Stack wood products flat with spacers beneath and between each bundle to provide air circulation. Protect lumber from weather by covering with waterproof sheeting, securely anchored. Provide for air circulation around stacks and under coverings.

### PART 2 - PRODUCTS

#### 2.1 WOOD PRODUCTS, GENERAL

- A. Lumber: DOC PS 20 and applicable rules of grading agencies indicated. If no grading agency is indicated, provide lumber that complies with the applicable rules of any rules-writing agency certified by the ALSC Board of Review. Provide lumber graded by an agency certified by the ALSC Board of Review to inspect and grade lumber under the rules indicated.
  1. Factory mark each piece of lumber with grade stamp of grading agency.
- B. Maximum Moisture Content of Lumber: Fifteen percent (15%) unless otherwise indicated.

#### 2.2 WOOD-PRESERVATIVE-TREATED LUMBER

- A. Preservative Treatment by Pressure Process: AWWPA U1; Use Category UC2 for interior construction not in contact with the ground, Use Category UC3b for exterior construction not in contact with the ground, and Use Category UC4a for items in contact with the ground.
  1. Preservative Chemicals: Acceptable to authorities having jurisdiction and containing no arsenic or chromium.
- B. Kiln-dry lumber after treatment to a maximum moisture content of fifteen percent (15%). Do not use material that is warped or that does not comply with requirements for untreated material.
- C. Mark lumber with treatment quality mark of an inspection agency approved by the ALSC Board of Review.
- D. Application: Treat items indicated on Drawings, and the following:
  1. Wood cants, nailers, curbs, equipment support bases, blocking, stripping, and similar members in connection with roofing, flashing, vapor barriers, and waterproofing.
  2. Wood sills, sleepers, blocking, furring, stripping and similar concealed members in contact with masonry or concrete.

#### 2.3 MISCELLANEOUS LUMBER

- A. General: Provide miscellaneous lumber indicated and lumber for support or attachment of other construction, including the following:
  1. Blocking.
  2. Nailers.

- B. Dimension Lumber Items: Standard, Stud, or No. 3 grade lumber of any of the following species:
  - 1. Hem-fir (north); NLGA.
  - 2. Hem-fir; WCLIB or WWPA.
  - 3. Spruce-pine-fir (south); NeLMA, WCLIB, or WWPA.
- C. For blocking not used for attachment of other construction, Utility, Stud, or No. 3 grade lumber of any species may be used provided that it is cut and selected to eliminate defects that will interfere with its attachment and purpose.
- D. For blocking and nailers used for attachment of other construction, select and cut lumber to eliminate knots and other defects that will interfere with attachment of other work.

## 2.4 FASTENERS

- A. General: Fasteners shall be of size and type indicated and shall comply with requirements specified in this article for material and manufacture.
  - 1. Where rough carpentry is exposed to weather, in ground contact, pressure-preservative treated, or in area of high relative humidity, provide fasteners of Type 304 stainless-steel.
- B. Nails, Brads, and Staples: ASTM F 1667.
- C. Power-Driven Fasteners: Fastener systems with an evaluation report acceptable to authorities having jurisdiction, based on ICC-ES AC70.
- D. Post-Installed Anchors: Fastener systems with an evaluation report acceptable to authorities having jurisdiction, based on ICC-ES AC01 or ICC-ES AC193 as appropriate for the substrate.
  - 1. Material: Stainless-steel with bolts and nuts complying with ASTM F 593 and ASTM F 594, Alloy Group 1 or 2.

## PART 3 - EXECUTION

### 3.1 INSTALLATION, GENERAL

- A. Framing Standard: Comply with AF&PA's WCD 1, "Details for Conventional Wood Frame Construction," unless otherwise indicated.
- B. Set rough carpentry to required levels and lines, with members plumb, true to line, cut, and fitted. Fit rough carpentry accurately to other construction; scribe and cope as needed for accurate fit. Locate nailers, blocking, and similar supports to comply with requirements for attaching other construction.
- C. Do not splice structural members between supports unless otherwise indicated.
- D. Provide blocking and framing as indicated and as required to support facing materials, fixtures, specialty items, and trim.



- E. Sort and select lumber so that natural characteristics will not interfere with installation or with fastening other materials to lumber. Do not use materials with defects that interfere with function of member or pieces that are too small to use with minimum number of joints or optimum joint arrangement.
- F. Comply with AWP A M4 for applying field treatment to cut surfaces of preservative-treated lumber.
  - 1. Use copper naphthenate for items not continuously protected from liquid water.
- G. Securely attach rough carpentry work to substrate by anchoring and fastening as indicated, complying with the following:
  - 1. Table 2304.9.1, "Fastening Schedule," in ICC's International Building Code (IBC).
  - 2. ICC-ES evaluation report for fastener.
- H. Use steel common nails unless otherwise indicated. Select fasteners of size that will not fully penetrate members where opposite side will be exposed to view or will receive finish materials. Make tight connections between members. Install fasteners without splitting wood. Drive nails snug but do not countersink nail heads unless otherwise indicated.

### 3.2 WOOD BLOCKING AND NAILER INSTALLATION

- A. Install where indicated and where required for attaching other work. Form to shapes indicated and cut as required for true line and level of attached work. Coordinate locations with other work involved.
- B. Attach items to substrates to support applied loading. Recess bolts and nuts flush with surfaces unless otherwise indicated.

END OF SECTION 061000

## SECTION 061600 - SHEATHING

## PART 1 - GENERAL

## 1.1 RELATED DOCUMENTS

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

## 1.2 SUMMARY

- A. Section Includes:

- 1. Roof sheathing.

## 1.3 ACTION SUBMITTALS

- A. Product Data: For each type of process and factory-fabricated product. Indicate component materials and dimensions and include construction and application details.
  - 1. Include data for wood-preservative treatment from chemical treatment manufacturer and certification by treating plant that treated plywood complies with requirements. Indicate type of preservative used and net amount of preservative retained.
  - 2. Include data for fire-retardant treatment from chemical treatment manufacturer and certification by treating plant that treated plywood complies with requirements. Include physical properties of treated materials.
  - 3. For fire-retardant treatments, include physical properties of treated plywood both before and after exposure to elevated temperatures, based on testing by a qualified independent testing agency according to ASTM D 5516.

## 1.4 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For Installer.
- B. Evaluation Reports: For following products, from ICC-ES:
  - 1. Wood-preservative-treated plywood.
  - 2. Fire-retardant-treated plywood.

## 1.5 QUALITY ASSURANCE

- A. Testing Agency Qualifications:
  - 1. For testing agency providing classification marking for fire-retardant-treated material, an inspection agency acceptable to authorities having jurisdiction that periodically performs inspections to verify that the material bearing the classification marking is representative of the material tested.

## 1.6 DELIVERY, STORAGE, AND HANDLING

- A. Stack panels flat with spacers beneath and between each bundle to provide air circulation. Protect sheathing from weather by covering with waterproof sheeting, securely anchored. Provide for air circulation around stacks and under coverings.

## PART 2 - PRODUCTS

### 2.1 PERFORMANCE REQUIREMENTS

- A. Fire-Resistance Ratings: As tested according to ASTM E 119; testing by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.
  - 1. Fire-Resistance Ratings: Indicated by design designations from UL's "Fire Resistance Directory" or from the listings of another qualified testing agency.

### 2.2 WOOD PANEL PRODUCTS

- A. Thickness: As needed to comply with requirements specified, but not less than thickness indicated.
- B. Factory mark panels to indicate compliance with applicable standard.

### 2.3 PRESERVATIVE-TREATED PLYWOOD

- A. Preservative Treatment by Pressure Process: AWP A U1; Use Category UC2 for interior construction not in contact with ground, Use Category UC3b for exterior construction not in contact with ground, and Use Category UC4a for items in contact with ground.
  - 1. Preservative Chemicals: Acceptable to authorities having jurisdiction and containing no arsenic or chromium.
- B. Mark plywood with appropriate classification marking of an inspection agency acceptable to authorities having jurisdiction.
- C. Application: Treat items indicated on Drawings and plywood in contact with masonry or concrete or used with roofing, flashing, vapor barriers, and waterproofing.

### 2.4 FIRE-RETARDANT-TREATED PLYWOOD

- A. General: Where fire-retardant-treated materials are indicated, use materials complying with requirements in this article that are acceptable to authorities having jurisdiction and with fire-test-response characteristics specified as determined by testing identical products per test method indicated by a qualified testing agency.
- B. Fire-Retardant-Treated Plywood by Pressure Process: Products with a flame-spread index of 25 or less when tested according to ASTM E 84, and with no evidence of significant progressive combustion when the test is extended an additional 20 minutes, and with the flame front not extending more than 10.5 feet beyond the centerline of the burners at any time during the test.
  - 1. Use treatment that does not promote corrosion of metal fasteners.

2. Treated materials shall comply with requirements specified above for fire-retardant-treated plywood by pressure process after being subjected to accelerated weathering according to ASTM D 2898. Use for exterior locations and where indicated.
  3. Design Value Adjustment Factors: Treated lumber plywood shall be tested according to ASTM D 5516 and design value adjustment factors shall be calculated according to ASTM D 6305. Span ratings after treatment shall be not less than span ratings specified. For roof sheathing and where high-temperature fire-retardant treatment is indicated, span ratings for temperatures up to 170 deg F (76 deg C) shall be not less than span ratings specified.
- C. Kiln-dry material after treatment to maximum moisture content of fifteen percent (15%). Do not use material that is warped or does not comply with requirements for untreated material.
- D. Identify fire-retardant-treated plywood with appropriate classification marking of qualified testing agency.
- E. Application: Treat all plywood unless otherwise indicated.

## 2.5 ROOF SHEATHING

- A. Plywood Roof Sheathing: DOC PS 1, Exposure 1 sheathing.
1. Nominal Thickness: To match existing, but minimum 5/8-inch unless otherwise indicated.

## 2.6 FASTENERS

- A. General: Provide fasteners of size and type indicated that comply with requirements specified in this article for material and manufacture.
1. For roof sheathing, provide fasteners of Type 304 stainless-steel.
- B. Nails, Brads, and Staples: ASTM F 1667.
- C. Power-Driven Fasteners: Fastener systems with an evaluation report acceptable to authorities having jurisdiction, based on ICC-ES AC70.
- D. Screws for Fastening Sheathing to Wood Framing: ASTM C 1002.

## 2.7 MISCELLANEOUS MATERIALS

- A. Adhesives for Field Gluing Panels to Wood Framing: Formulation complying with ASTM D 3498 that is approved for use with type of construction panel indicated by manufacturers of both adhesives and panels.
1. Adhesives shall have a VOC content of 70 g/L or less.

## PART 3 - EXECUTION

## 3.1 INSTALLATION, GENERAL

- A. Do not use materials with defects that impair quality of sheathing or pieces that are too small to use with minimum number of joints or optimum joint arrangement. Arrange joints so that pieces do not span between fewer than three support members.
- B. Cut panels at penetrations, edges, and other obstructions of work; fit tightly against abutting construction unless otherwise indicated.
- C. Securely attach to substrate by fastening as indicated, complying with the following:
  - 1. Table 2304.9.1, "Fastening Schedule," in the ICC's International Building Code.
  - 2. ICC-ES evaluation report for fastener.
- D. Use common wire nails unless otherwise indicated. Select fasteners of size that will not fully penetrate members where opposite side will be exposed to view or will receive finish materials. Make tight connections. Install fasteners without splitting wood.
- E. Coordinate roof sheathing installation with flashing and joint-sealant installation so these materials are installed in sequence and manner that prevent exterior moisture from passing through completed assembly.
- F. Do not bridge building expansion joints; cut and space edges of panels to match spacing of structural support elements.
- G. Coordinate sheathing installation with installation of materials installed over sheathing so sheathing is not exposed to precipitation or left exposed at end of the workday when rain is forecast.

## 3.2 WOOD STRUCTURAL PANEL INSTALLATION

- A. General: Comply with applicable recommendations in APA Form No. E30, "Engineered Wood Construction Guide," for types of structural-use panels and applications indicated.
- B. Fastening Methods: Fasten panels as indicated below:
  - 1. Roof Sheathing:
    - a. Glue and screw to wood framing.
    - b. Space panels 1/8-inch apart at edges and ends.

END OF SECTION 061600

SECTION 070150.19 - PREPARATION FOR REROOFING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section Includes:

- 1. Full tear-off of roof system at areas indicated on Drawings.
- 2. Removal of flashings and counterflashings.

B. Related Requirements:

- 1. Section 011000 "Summary of Work" for use of the premises and phasing requirements.
- 2. Section 015000 "Temporary Facilities and Controls" for temporary construction and environmental-protection measures for reroofing preparation.

1.3 DEFINITIONS

- A. Roofing Terminology: Definitions in ASTM D 1079 and glossary of NRCA's "The NRCA Roofing and Waterproofing Manual" apply to work of this Section.
- B. Full Roof Tear-Off: Removal of existing roofing system down to existing roof deck.

1.4 PREINSTALLATION MEETINGS

- A. Preliminary Roofing Conference: Before starting removal work, conduct conference at Project site.
  - 1. Meet with Owner; Architect; Owner's insurer if applicable; testing and inspecting agency representative; roofing system manufacturer's representative; roofing Installer, including project manager, superintendent, and foreman; and installers whose work interfaces with or affects reroofing, including installers of roof deck, roof accessories, and roof-mounted equipment.
  - 2. Review methods and procedures related to roofing tear-off, including, but not limited to, the following:
    - a. Reroofing preparation, including roofing system manufacturer's written instructions.
    - b. Temporary protection requirements for existing roofing system components that are to remain.
    - c. Existing roof drains and roof drainage during each stage of reroofing, and roof-drain plugging and plug removal.
    - d. Construction schedule and availability of materials, Installer's personnel, equipment, and facilities needed to avoid delays.

- e. Existing roof deck conditions requiring notification of Architect.
    - f. Existing roof deck removal procedures and Owner notifications.
    - g. Condition and acceptance of existing roof deck and base flashing substrate for reuse.
    - h. Structural loading limitations of roof deck during reroofing.
    - i. Base flashings, special roofing details, drainage, penetrations, equipment curbs, and condition of other construction that affect reroofing.
    - j. HVAC shutdown and sealing of air intakes.
    - k. Shutdown of fire-suppression, -protection, and -alarm and -detection systems.
    - l. Asbestos removal and discovery of asbestos-containing materials.
    - m. Governing regulations and requirements for insurance and certificates if applicable.
    - n. Existing conditions that may require notification of Architect before proceeding.
  - B. Comply with additional requirements in Section 013100 "Project Management and Coordination".
- 1.5 ACTION SUBMITTALS
- A. Product Data: For each type of product.
- 1.6 INFORMATIONAL SUBMITTALS
- A. Qualification Data: For Installer.
    - 1. Include certificate that Installer is licensed to perform asbestos abatement.
  - B. Field Test Reports:
    - 1. Fastener pull-out test report.
  - C. Photographs: Show existing conditions of adjoining construction and site improvements, including exterior and interior finish surfaces, that might be misconstrued as having been damaged by reroofing operations.
    - 1. Submit before Work begins.
  - D. Landfill Records: Indicate receipt and acceptance of demolished roofing materials and hazardous wastes, such as asbestos-containing materials, by a landfill facility licensed to accept them.
- 1.7 QUALITY ASSURANCE
- A. Installer Qualifications: Licensed to perform asbestos abatement in the state or jurisdiction where Project is located.
  - B. Regulatory Requirements:
    - 1. Comply with governing EPA notification regulations before beginning roofing removal.
    - 2. Comply with hauling and disposal regulations of authorities having jurisdiction.

1.8 FIELD CONDITIONS

- A. Existing Roofing System: EPDM.
- B. Owner will occupy portions of building adjacent to reroofing area.
  - 1. Conduct reroofing so Owner's operations are not disrupted.
  - 2. Provide Owner with not less than 72 hours' notice of activities that may affect Owner's operations.
  - 3. Coordinate work activities daily with Owner so Owner has adequate advance notice to place protective dust and water-leakage covers over sensitive equipment and furnishings, shut down HVAC and fire-alarm or -detection equipment if needed, and evacuate occupants from below work area.
  - 4. Before working over structurally impaired areas of deck, notify Owner to evacuate occupants from below affected area.
    - a. Verify that occupants below work area have been evacuated before proceeding with work over impaired deck area.
- C. Protect building to be reroofed, adjacent buildings, walkways, site improvements, exterior plantings, and landscaping from damage or soiling from reroofing operations.
- D. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities.
- E. Conditions existing at time of inspection for bidding are maintained by Owner as far as practical.
- F. Weather Limitations: Proceed with reroofing preparation only when existing and forecasted weather conditions permit Work to proceed without water entering existing roofing system or building.
  - 1. Remove only as much roofing in one (1) day as can be made watertight in the same day.
- G. Hazardous Materials: A report on the presence of hazardous materials is part of the contract documents. Examine report to become aware of locations where hazardous materials are present.
  - 1. Hazardous material remediation is specified elsewhere in the Contract Documents.
  - 2. Do not disturb hazardous materials or items suspected of containing hazardous materials except according to procedures specified elsewhere in the Contract Documents.
  - 3. Coordinate reroofing preparation with hazardous material remediation to prevent water from entering existing roofing system or building.

PART 2 - PRODUCTS

2.1 REPLACEMENT MATERIALS

- A. Steel deck is specified in Section 053100 "Steel Decking."
- B. Wood blocking, curbs, and nailers are specified in Section 061000 "Rough Carpentry."



2.2 AUXILIARY REROOFING MATERIALS

- A. General: Use auxiliary reroofing preparation materials recommended by roofing system manufacturer for intended use and compatible with components of existing and new roofing system.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Seal or isolate windows that may be exposed to airborne substances created in removal of existing materials.
- B. Shut off rooftop utilities and service piping before beginning the Work.
- C. Test existing roof drains to verify that they are not blocked or restricted.
  - 1. Immediately notify Architect of any blockages or restrictions.
- D. Coordinate with Owner to shut down air-intake equipment in the vicinity of the Work.
  - 1. Cover air-intake louvers before proceeding with reroofing work that could affect indoor air quality or activate smoke detectors in the ductwork.
- E. During removal operations, have sufficient and suitable materials on-site to facilitate rapid installation of temporary protection in the event of unexpected rain.
- F. Maintain roof drains in functioning condition to ensure roof drainage at end of each workday.
  - 1. Prevent debris from entering or blocking roof drains and conductors.
    - a. Use roof-drain plugs specifically designed for this purpose.
    - b. Remove roof-drain plugs at end of each workday, when no work is taking place, or when rain is forecast.
  - 2. If roof drains are temporarily blocked or unserviceable due to roofing system removal or partial installation of new roofing system, provide alternative drainage method to remove water and eliminate ponding.
    - a. Do not permit water to enter into or under existing roofing system components that are to remain.

3.2 ROOF TEAR-OFF

- A. Notify Owner each day of extent of roof tear-off proposed for that day and obtain authorization to proceed.
- B. Lower removed roofing materials to ground and onto lower roof levels, using dust-tight chutes or other acceptable means of removing materials from roof areas.

- C. Full Roof Tear-Off: Where indicated on Drawings, remove existing roofing and other roofing system components down to the existing roof deck.
  - 1. Remove substrate board, vapor retarder, underlayment, roof insulation and cover board.
  - 2. Remove base flashings and counter flashings.
  - 3. Remove perimeter edge flashing and gravel stops.
  - 4. Remove copings.
  - 5. Remove expansion-joint covers.
  - 6. Remove flashings at pipes, curbs, mechanical equipment, and other penetrations.
  - 7. Remove roof drains indicated on Drawings to be removed.
  - 8. Remove wood blocking, curbs, and nailers.
  - 9. Bitumen and felts that are firmly bonded to concrete decks are permitted to remain if felts are dry.
    - a. Remove unadhered bitumen, unadhered felts, and wet felts.
  - 10. Remove excess asphalt from steel deck.
    - a. A maximum of 15 lb/100 sq. ft. of asphalt is permitted to remain on steel decks.
  - 11. Remove fasteners from deck.

### 3.3 DECK PREPARATION

- A. Inspect deck after tear-off of roofing system.
- B. If broken or loose fasteners that secure deck panels to one another or to structure are observed, or if deck appears or feels inadequately attached, immediately notify Architect.
  - 1. Do not proceed with installation until directed by Architect.
- C. If deck surface is unsuitable for receiving new roofing or if structural integrity of deck is suspect, immediately notify Architect.
  - 1. Do not proceed with installation until directed by Architect.
- D. Provide additional deck securement as recommended by manufacturer.
- E. Replace decking as directed by Architect. Deck replacement will be paid for by adjusting the Contract Sum according to unit prices included in the Contract Documents.

### 3.4 BASE FLASHING REMOVAL

- A. Remove existing base flashings.
  - 1. Clean substrates of contaminants, such as asphalt, sheet materials, dirt, and debris.
- B. Do not damage metal counterflashings that are to remain.
  - 1. Replace metal counterflashings damaged during removal with counterflashings specified in Section 076200 "Sheet Metal Flashing and Trim."

- C. Remove existing parapet sheathing and replace with new parapet sheathing to comply with Section 061600 "Sheathing."
  - 1. If parapet framing, wood blocking, curbs, or nailers have deteriorated, immediately notify Architect.
- D. When directed by Architect, replace wood blocking, curbs, and nailers to comply with Section 061000 "Rough Carpentry."

### 3.5 FASTENER PULL-OUT TESTING

- A. Retain independent testing and inspecting agency to conduct fastener pull-out tests according to Chapter 16 of the International Building Code and submit test report to Architect and roofing manufacturer before installing new roofing system.
  - 1. Obtain Architect's and roofing manufacturer's approval to proceed with specified fastening pattern.
    - a. Architect and roofing manufacturer may furnish revised fastening pattern commensurate with pull-out test results.

### 3.6 DISPOSAL

- A. Collect demolished materials and place in containers.
  - 1. Promptly dispose of demolished materials.
  - 2. Do not allow demolished materials to accumulate on-site.
  - 3. Storage or sale of demolished items or materials on-site is not permitted.
- B. Transport and legally dispose of demolished materials off Owner's property.

END OF SECTION 070150.19

SECTION 075323 - ETHYLENE-PROPYLENE-DIENE-MONOMER (EPDM) ROOFING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section Includes:

1. Adhered ethylene-propylene-diene-monomer (EPDM) roofing system.
2. Roof insulation.
3. Walkways.

B. Related Requirements:

1. Section 012300 "Alternates" for work of this Section included in alternates.
2. Section 061000 "Rough Carpentry" for wood nailers, curbs, and blocking.
3. Section 076200 "Sheet Metal Flashing and Trim" for metal roof flashings and counterflashings.
4. Section 077100 "Roof Specialties" for manufactured copings and roof edge flashings.
5. Section 079200 "Joint Sealants" for joint sealants, joint fillers, and joint preparation.
6. Section 221423 "Storm Drainage Piping Specialties" for roof drains.

1.3 DEFINITIONS

- A. Roofing Terminology: Definitions in ASTM D 1079 and glossary of NRCA's "The NRCA Roofing and Waterproofing Manual" apply to work of this Section.

1.4 PREINSTALLATION MEETINGS

- A. Preliminary Roofing Conference: **Refer to Section 070150.19 "Preparation for Reroofing" for additional items.**

1.5 ACTION SUBMITTALS

- A. Product Data: For each type of product.

- B. Shop Drawings: Include roof plans, sections, details, and attachments to other work, including the following:

1. Layout and thickness of insulation.
2. Base flashings and membrane terminations.
3. Flashing details at penetrations.
4. Roof plan showing orientation of steel roof deck and orientation of roof membrane and fastening spacings and patterns for mechanically fastened roofing system.
5. Insulation fastening patterns for corner, perimeter, and field-of-roof locations.

C. Samples: For the following products:

1. Roof membrane and flashings of color required.
2. Walkway pads or rolls, of color required.

1.6 INFORMATIONAL SUBMITTALS

A. Qualification Data: For Installer and manufacturer.

B. Manufacturer Certificates:

1. Performance Requirement Certificate: Signed by roof membrane manufacturer, certifying that roofing system complies with requirements specified in "Performance Requirements" Article.
  - a. Submit evidence of complying with performance requirements.
2. Special Warranty Certificate: Signed by roof membrane manufacturer, certifying that all materials supplied under this Section are acceptable for special warranty.

C. Product Test Reports: For components of roofing membrane and insulation, for tests performed by a qualified testing agency, indicating compliance with specified requirements.

D. Evaluation Reports: For components of roofing system, from ICC-ES.

1. Field Test Reports:
2. Fastener-pullout test results and manufacturer's revised requirements for fastener patterns.

E. Field quality-control reports.

F. Sample Warranties: For manufacturer's special warranties.

1.7 CLOSEOUT SUBMITTALS

A. Maintenance Data: For roofing system to include in maintenance manuals.

1.8 QUALITY ASSURANCE

A. Manufacturer Qualifications: A qualified manufacturer that is UL listed for roofing system identical to that used for this Project.

B. Installer Qualifications: A qualified firm that is approved, authorized, or licensed by roofing system manufacturer to install manufacturer's product and that is eligible to receive manufacturer's special warranty.

1.9 DELIVERY, STORAGE, AND HANDLING

A. Deliver roofing materials to Project site in original containers with seals unbroken and labeled with manufacturer's name, product brand name and type, date of manufacture, approval or listing agency markings, and directions for storing and mixing with other components.

- B. Store liquid materials in their original undamaged containers in a clean, dry, protected location and within the temperature range required by roofing system manufacturer. Protect stored liquid material from direct sunlight.
  - 1. Discard and legally dispose of liquid material that cannot be applied within its stated shelf life.
- C. Protect roof insulation materials from physical damage and from deterioration by sunlight, moisture, soiling, and other sources. Store in a dry location. Comply with insulation manufacturer's written instructions for handling, storing, and protecting during installation.
- D. Handle and store roofing materials, and place equipment in a manner to avoid permanent deflection of deck.

#### 1.10 FIELD CONDITIONS

- A. Weather Limitations: Proceed with installation only when existing and forecasted weather conditions permit roofing system to be installed according to manufacturer's written instructions and warranty requirements.

#### 1.11 WARRANTY

- A. Special Warranty: Manufacturer agrees to repair or replace components of roofing system that fail in materials or workmanship within specified warranty period.
  - 1. Special warranty includes membrane roofing, base flashings, roof insulation, fasteners, cover boards, metal flashing, roofing accessories, and other components of roofing system, which shall be no-dollar-limit, non-prorated.
  - 2. Warranty Period: Thirty (30) years from date of Substantial Completion.

### PART 2 - PRODUCTS

#### 2.1 MANUFACTURERS

- A. Source Limitations: Obtain components including roof insulation, metal flashing and fasteners for roofing system from same manufacturer as membrane roofing or manufacturer approved by membrane roofing manufacturer.

#### 2.2 PERFORMANCE REQUIREMENTS

- A. General Performance: Installed roofing system and base flashings shall withstand specified uplift pressures, thermally induced movement, and exposure to weather without failure due to defective manufacture, fabrication, installation, or other defects in construction. Roofing and flashings shall remain watertight.
  - 1. Accelerated Weathering: Roof membrane shall withstand 2000 hours of exposure when tested according to ASTM G 152, ASTM G 154, or ASTM G 155.
  - 2. Impact Resistance: Roof membrane shall resist impact damage when tested according to ASTM D 3746, ASTM D 4272, or the Resistance to Foot Traffic Test in FM Approvals 4470.

- B. Material Compatibility: Roofing materials shall be compatible with one another and adjacent materials under conditions of service and application required, as demonstrated by roof membrane manufacturer based on testing and field experience.
- C. Roofing System Design: Tested by a qualified testing agency to resist the uplift requirements as indicated on the Drawings.
- D. Exterior Fire-Test Exposure: ASTM E 108 or UL 790, Class A; for application and roof slopes indicated; testing by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.
- E. Fire-Resistance Ratings: Comply with fire-resistance-rated assembly designs indicated. Identify products with appropriate markings of applicable testing agency.

## 2.3 ETHYLENE-PROPYLENE-DIENE-TERPOLYMER (EPDM) ROOFING

- A. EPDM: ASTM D 4637, Type I, non-reinforced, EPDM sheet.
  - 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
    - a. Firestone Building Products
    - b. Johns Manville
    - c. Carlisle Syntec Incorporated
    - d. Substitutions: Under provisions of Section 012500 "Substitution Procedures".
  - 2. Thickness: 90 mils, nominal.
  - 3. Exposed Face Color: Black.

## 2.4 AUXILIARY ROOFING MATERIALS

- A. General: Auxiliary materials recommended by roofing system manufacturer for intended use and compatible with other roofing components.
  - 1. Liquid-type auxiliary materials shall comply with VOC limits of authorities having jurisdiction.
  - 2. Adhesives and sealants that are not on the exterior side of weather barrier shall comply with the following limits for VOC content:
    - a. Plastic Foam Adhesives: 50 g/L.
    - b. Multipurpose Construction Adhesives: 70 g/L.
    - c. Fiberglass Adhesives: 80 g/L.
    - d. Single-Ply Roof Membrane Adhesives: 250 g/L.
    - e. Single-Ply Roof Membrane Sealants: 450 g/L.
    - f. Nonmembrane Roof Sealants: 300 g/L.
    - g. Sealant Primers for Nonporous Substrates: 250 g/L.
    - h. Sealant Primers for Porous Substrates: 775 g/L.
    - i. Other Adhesives and Sealants: 250 g/L.
- B. Sheet Flashing: 90-mil-thick EPDM, partially cured or cured according to application.

- C. Base Sheet: ASTM D 4601, Type II; fiber glass-reinforced asphalt-coated lightweight base sheet.
- D. Prefabricated Pipe Flashings: As recommended by roof membrane manufacturer.
- E. Bonding Adhesive: Manufacturer's standard, water-based or low-VOC solvent based.
- F. Seaming Material: Manufacturer's standard, synthetic-rubber polymer primer and 6-inch-wide minimum, butyl splice tape with release film.
- G. Lap Sealant: Manufacturer's standard, single-component sealant, colored to match membrane roofing.
- H. Water Cutoff Mastic: Manufacturer's standard butyl mastic sealant.
- I. Metal Termination Bars: Manufacturer's standard, predrilled stainless-steel or aluminum bars, approximately 1-by-1/8-inch-thick; with anchors.
- J. Fasteners: Factory-coated steel fasteners and metal or plastic plates complying with corrosion-resistance provisions in FM Approvals 4470, designed for fastening components to substrate, and acceptable to roofing system manufacturer.
- K. Miscellaneous Accessories: Provide pourable sealers, preformed cone and vent sheet flashings, molded pipe boot flashings, preformed inside and outside corner sheet flashings, reinforced EPDM securement strips, T-joint covers, in-seam sealants, termination reglets, cover strips, and other accessories.
- L. Penetration Flashing: Two-part, liquid-applied flashing material that cures to a durable, elastomeric film. Flashing system consists of primer, flashing cement, and polyester scrim.
  - 1. Basis of Design:
    - a. Johns Manville; **PermaFlash System**
  - 2. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
    - a. Firestone Building Products
    - b. Substitutions: Under provisions of Section 012500 "Substitution Procedures".
  - 3. System must be compatible with roofing membrane system and be part of the warranty.

## 2.5 ROOF INSULATION

- A. General: Preformed roof insulation boards manufactured or approved by EPDM roof membrane manufacturer, selected from manufacturer's standard sizes suitable for application, of thicknesses indicated.
- B. Polyisocyanurate Board Insulation: ASTM C 1289, Type II, Class 1, Grade 3, glass-fiber mat facer on both major surfaces.



1. Compressive Strength: 25 psi.
- C. Tapered Insulation: Provide factory-tapered insulation boards.
1. Material: Match roof insulation.
  2. Minimum Thickness: ¼-inch.
  3. Slope: As indicated on the Drawings.
- D. Provide preformed saddles, crickets, tapered edge strips, and other insulation shapes where indicated for sloping to drain. Fabricate to slopes indicated.

## 2.6 INSULATION ACCESSORIES

- A. General: Roof insulation accessories recommended by insulation manufacturer for intended use and compatibility with roofing.
- B. Fasteners: Factory-coated steel fasteners and metal or plastic plates complying with corrosion-resistance provisions in FM Global 4470, designed for fastening roof insulation and cover boards to substrate, and acceptable to roofing system manufacturer.
- C. Insulation Adhesive: Insulation manufacturer's recommended adhesive formulated to attach roof insulation to substrate or to another insulation layer as follows:
1. Full-spread, spray-applied, low-rise, two-component urethane adhesive.
- D. Insulation Adhesive (at Metal Decks Exposed from Below): Two-component, polyurethane construction grade, low-rise expanding.
1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
    - a. OMG, Inc.; **OlyBond 500 Spot Shot**
    - b. Substitutions: Under provisions of Section 012500 "Substitution Procedures".
- E. Cover Board: ASTM C 1289, Type II, Class 4, Grade 2, polyisocyanurate board substrate with glass-fiber mat facer on both major surfaces, with minimum compressive strength of 80 psi.

## 2.7 WALKWAYS

- A. Flexible Walkways: Factory-formed, nonporous, heavy-duty, slip-resisting, surface-textured walkway pads, approximately 3/16-inch-thick and acceptable to roofing system manufacturer.
1. Size: Approximately 36 by 60 inches.
  2. Color: Contrasting with membrane.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements and other conditions affecting performance of the Work:
  - 1. Verify that roof openings and penetrations are in place, curbs are set and braced, and roof-drain bodies are securely clamped in place.
  - 2. Verify that wood blocking, curbs, and nailers are securely anchored to roof deck at penetrations and terminations and that nailers match thicknesses of insulation. Verify that surface plane flatness and fastening of steel roof deck complies with requirements in Section 053100 "Steel Decking."
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 PREPARATION

- A. Clean substrate of dust, debris, moisture, and other substances detrimental to roofing system installation according to roofing system manufacturer's written instructions. Remove sharp projections.
- B. Prevent materials from entering and clogging roof drains and conductors and from spilling or migrating onto surfaces of other construction. Remove roof-drain plugs when no work is taking place or when rain is forecast.
- C. Perform fastener-pullout tests according to roof system manufacturer's written instructions.
  - 1. Submit test result within 24 hours of performing tests.
    - a. Include manufacturer's requirements for any revision to previously submitted fastener patterns required to achieve specified wind uplift requirements.

### 3.3 ROOFING INSTALLATION, GENERAL

- A. Install roofing system according to roofing system manufacturer's written instructions.
- B. Complete terminations and base flashings and provide temporary seals to prevent water from entering completed sections of roofing system at end of workday or when rain is forecast. Remove and discard temporary seals before beginning work on adjoining roofing.

### 3.4 INSULATION INSTALLATION

- A. Coordinate installing roofing system components so insulation is not exposed to precipitation or left exposed at the end of the workday.
- B. Comply with roofing system and insulation manufacturer's written instructions for installing roof insulation.
- C. Install insulation under area of roofing to achieve required thickness. Where overall insulation thickness is 2.7 inches or greater, install two (2) or more layers with joints of each succeeding layer staggered from joints of previous layer a minimum of 6 inches in each direction.

- D. At internal roof drains, slope insulation to create a square drain sump with each side equal to the diameter of the drain bowl plus 24 inches.
  - 1. Trim insulation so that water flow is unrestricted.
- E. Install insulation with long joints of insulation in a continuous straight line with end joints staggered between rows, abutting edges and ends between boards. Fill gaps exceeding ¼-inch with insulation.
  - 1. Cut and fit insulation within ¼-inch of nailers, projections, and penetrations.
- F. Adhered Insulation (Concrete Decks and Metal Decks Exposed from Below): Install each layer of insulation with joints of each layer offset not less than 12 inches from previous layer of insulation. Adhere to substrate as follows:
  - 1. Set each layer of insulation in a uniform coverage of full-spread insulation adhesive, firmly pressing and maintaining insulation in place.
- G. Mechanically Fastened and Adhered Insulation (Metal Decks): Install first layer of insulation to deck using mechanical fasteners specifically designed and sized for fastening specified board-type roof insulation to deck type.
  - 1. Fasten first layer of insulation to resist uplift pressure at corners, perimeter, and field of roof.
  - 2. Set each subsequent layer of insulation in a uniform coverage of full-spread insulation adhesive, firmly pressing and maintaining insulation in place.
- H. Install cover boards over insulation with long joints in continuous straight lines with end joints staggered between rows. Offset joints of insulation below a minimum of 6 inches in each direction. Loosely butt cover boards together and adhere to insulation.

### 3.5 ADHERED MEMBRANE ROOFING INSTALLATION

- A. Adhere roof membrane over area to receive roofing according to roofing system manufacturer's written instructions.
- B. Unroll membrane roofing and allow to relax before installing.
- C. Start installation of roofing in presence of roofing system manufacturer's technical personnel.
- D. Accurately align roof membrane and maintain uniform side and end laps of minimum dimensions required by manufacturer. Stagger end laps.
- E. Bonding Adhesive: Apply to substrate and underside of roof membrane at rate required by manufacturer and allow to partially dry before installing roof membrane. Do not apply to splice area of roof membrane.
- F. In addition to adhering, mechanically fasten roof membrane securely at terminations, penetrations, and perimeters.
- G. Apply roof membrane with side laps shingled with slope of roof deck where possible.

- H. Adhesive Seam Installation: Clean both faces of splice areas, apply splicing cement.
  - 1. Firmly roll side and end laps of overlapping roof membrane to ensure a watertight seam installation.
  - 2. Apply lap sealant and seal exposed edges of roofing terminations.
  - 3. After completion of seams, strip in with 6-inch composite EPDM seam tape centered over seam. Clean seam with splice primer prior to installing stripping.
- I. Tape Seam Installation: Clean and prime both faces of splice areas, apply splice tape.
  - 1. Firmly roll side and end laps of overlapping roof membrane to ensure a watertight seam installation.
  - 2. Apply lap sealant and seal exposed edges of roofing terminations.
  - 3. After completion of seams, strip in with 6-inch composite EPDM seam tape centered over seam. Clean seam with splice primer prior to installing stripping.
- J. Repair tears, voids, and lapped seams in roofing that do not comply with requirements.
- K. Spread sealant or mastic bed over deck-drain flange at roof drains, and securely seal roof membrane roofing in place with clamping ring.

### 3.6 FLASHING INSTALLATION

- A. Install sheet flashings and preformed flashing accessories and adhere to substrates according to roofing system manufacturer's written instructions.
  - 1. All flashing to be 8 inches minimum including all penetrations.
- B. Apply bonding adhesive to substrate and underside of sheet flashing at required rate and allow to partially dry. Do not apply to seam area of flashing.
- C. Flash penetrations and field-formed inside and outside corners with cured or uncured sheet flashing.
- D. Clean splice areas, apply splicing cement, and firmly roll side and end laps of overlapping sheets to ensure a watertight seam installation. Apply lap sealant and seal exposed edges of sheet flashing terminations.
- E. Terminate and seal top of sheet flashings and mechanically anchor to substrate through termination bars, where indicated.

### 3.7 WALKWAY INSTALLATION

- A. Flexible Walkways: Install walkway products in locations indicated. Provide 6-inch clearance between adjoining pads. Adhere walkway products to substrate with compatible adhesive according to roofing system manufacturer's written instructions.

### 3.8 FIELD QUALITY CONTROL

- A. Testing Agency: Engage a qualified testing agency to inspect substrate conditions, surface preparation, membrane application, flashings, protection, and drainage components, and to furnish reports to Architect.

- B. Final Roof Inspection: Arrange for roofing system manufacturer's technical personnel to inspect roofing installation on completion.
- C. Repair or remove and replace components of roofing system where inspections indicate that they do not comply with specified requirements.
- D. Additional testing and inspecting, at Contractor's expense, will be performed to determine if replaced or additional work complies with specified requirements.

3.9 PROTECTING AND CLEANING

- A. Protect roofing system from damage and wear during remainder of construction period. When remaining construction does not affect or endanger roofing system, inspect roofing for deterioration and damage, describing its nature and extent in a written report, with copies to Architect and Owner.
- B. Correct deficiencies in or remove roofing system that does not comply with requirements, repair substrates, and repair or reinstall roofing system to a condition free of damage and deterioration at time of Substantial Completion and according to warranty requirements.
- C. Clean overspray and spillage from adjacent construction using cleaning agents and procedures recommended by manufacturer of affected construction.

END OF SECTION 075323

SECTION 076200 - SHEET METAL FLASHING AND TRIM

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section Includes:

1. Formed roof-drainage sheet metal fabrications.
2. Formed low-slope roof sheet metal fabrications.
3. Formed steep-slope roof sheet metal fabrications.

B. Related Requirements:

1. Section 061000 "Rough Carpentry" for wood nailers, curbs, and blocking.
2. Section 077200 "Roof Accessories" for equipment supports, roof hatches, vents, and other manufactured roof accessory units.

1.3 COORDINATION

- A. Coordinate sheet metal flashing and trim layout and seams with sizes and locations of penetrations to be flashed, and joints and seams in adjacent materials.
- B. Coordinate sheet metal flashing and trim installation with adjoining roofing and wall materials, joints, and seams to provide leak-proof, secure, and noncorrosive installation.

1.4 ACTION SUBMITTALS

A. Product Data: For each type of product.

1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for each manufactured product and accessory.

B. Shop Drawings: For sheet metal flashing and trim.

1. Include plans, elevations, sections, and attachment details.
2. Detail fabrication and installation layouts, expansion-joint locations, and keyed details. Distinguish between shop- and field-assembled work.
3. Include identification of material, thickness, weight, and finish for each item and location in Project.
4. Include details for forming, including profiles, shapes, seams, and dimensions.
5. Include details for joining, supporting, and securing, including layout and spacing of fasteners, cleats, clips, and other attachments. Include pattern of seams.
6. Include details of termination points and assemblies.

7. Include details of expansion joints and expansion-joint covers, including showing direction of expansion and contraction from fixed points.
8. Include details of roof-penetration flashing.
9. Include details of special conditions.
10. Include details of connections to adjoining work.
11. Detail formed flashing and trim at scale of not less than 3 inches per 12 inches (1:5).

C. Samples: For each type of sheet metal and accessory indicated with factory-applied finishes.

#### 1.5 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For fabricator.
- B. Product Test Reports: For each product, for tests performed by a qualified testing agency.
- C. Sample Warranty: For special warranty.

#### 1.6 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For sheet metal flashing and trim, and its accessories, to include in maintenance manuals.

#### 1.7 QUALITY ASSURANCE

- A. Fabricator Qualifications: Employs skilled workers who custom fabricate sheet metal flashing and trim similar to that required for this Project and whose products have a record of successful in-service performance.

#### 1.8 DELIVERY, STORAGE, AND HANDLING

- A. Do not store sheet metal flashing and trim materials in contact with other materials that might cause staining, denting, or other surface damage. Store sheet metal flashing and trim materials away from uncured concrete and masonry.
- B. Protect strippable protective covering on sheet metal flashing and trim from exposure to sunlight and high humidity, except to extent necessary for period of sheet metal flashing and trim installation.

#### 1.9 WARRANTY

- A. Special Warranty on Finishes: Manufacturer agrees to repair finish or replace sheet metal flashing and trim that shows evidence of deterioration of factory-applied finishes within specified warranty period.
  1. Exposed Panel Finish: Deterioration includes, but is not limited to, the following:
    - a. Color fading more than 5 Hunter units when tested according to ASTM D 2244.
    - b. Chalking in excess of a No. 8 rating when tested according to ASTM D 4214.
    - c. Cracking, checking, peeling, or failure of paint to adhere to bare metal.
  2. Finish Warranty Period: Twenty (20) years from date of Substantial Completion.

## PART 2 - PRODUCTS

### 2.1 PERFORMANCE REQUIREMENTS

- A. General: Sheet metal flashing and trim assemblies shall withstand wind loads, structural movement, thermally induced movement, and exposure to weather without failure due to defective manufacture, fabrication, installation, or other defects in construction. Completed sheet metal flashing and trim shall not rattle, leak, or loosen, and shall remain watertight.
- B. Sheet Metal Standard for Flashing and Trim: Comply with NRCA's "The NRCA Roofing Manual" and SMACNA's "Architectural Sheet Metal Manual" requirements for dimensions and profiles shown unless more stringent requirements are indicated.
- C. Wind Design Standard: Manufacture and install roof edge flashings tested according to Chapter 16 of the International Building Code and capable of resisting the following design pressure:
  - 1. Design Pressure: As indicated on Drawings.
- D. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes to prevent buckling, opening of joints, overstressing of components, failure of joint sealants, failure of connections, and other detrimental effects. Base calculations on surface temperatures of materials due to both solar heat gain and nighttime-sky heat loss.
  - 1. Temperature Change: 120 deg F (67 deg C), ambient; 180 deg F (100 deg C), material surfaces.

### 2.2 SHEET METALS

- A. General: Protect mechanical and other finishes on exposed surfaces from damage by applying strippable, temporary protective film before shipping.
- B. Aluminum Sheet: ASTM B 209, alloy as standard with manufacturer for finish required, with temper as required to suit forming operations and performance required; with smooth, flat surface.
  - 1. Exposed Coil-Coated Finish:
    - a. Two-Coat Fluoropolymer: AAMA 620. Fluoropolymer finish containing not less than seventy percent (70%) PVDF resin by weight in color coat. Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.
  - 2. Color: As selected by Architect and Owner from manufacturer's full range, to match existing.

### 2.3 UNDERLAYMENT MATERIALS

- A. Felt: ASTM D 226, Type II (No. 30), asphalt-saturated organic felt; nonperforated.
- B. Slip Sheet: Rosin-sized building paper, 3 lb./100 sq. ft. minimum.



## 2.4 MISCELLANEOUS MATERIALS

- A. General: Provide materials and types of fasteners, protective coatings, sealants, and other miscellaneous items as required for complete sheet metal flashing and trim installation and as recommended by manufacturer of primary sheet metal unless otherwise indicated.
- B. Fasteners: Wood screws, annular threaded nails, self-tapping screws, self-locking rivets and bolts, and other suitable fasteners designed to withstand design loads and recommended by manufacturer of primary sheet metal.
  - 1. General: Blind fasteners or self-drilling screws, gasketed, with hex-washer head.
    - a. Exposed Fasteners: Heads matching color of sheet metal using plastic caps or factory-applied coating. Provide metal-backed EPDM or PVC sealing washers under heads of exposed fasteners bearing on weather side of metal.
    - b. Blind Fasteners: High-strength aluminum or stainless-steel rivets suitable for metal being fastened.
    - c. Spikes and Ferrules: Same material as gutter; with spike with ferrule matching internal gutter width.
  - 2. Fasteners for Aluminum Sheet: Aluminum or Series 300 stainless-steel.
- C. Sealant Tape: Pressure-sensitive, one hundred percent (100%) solids, polyisobutylene compound sealant tape with release-paper backing. Provide permanently elastic, non-sag, nontoxic, non-staining tape ½-inch-wide and 1/8-inch-thick.
- D. Elastomeric Sealant: ASTM C 920, elastomeric polysulfide polymer sealant; of type, grade, class, and use classifications required to seal joints in sheet metal flashing and trim and remain watertight.
- E. Butyl Sealant: ASTM C 1311, single-component, solvent-release butyl rubber sealant; polyisobutylene plasticized; heavy bodied for hooked-type expansion joints with limited movement.
- F. Bituminous Coating: Cold-applied asphalt emulsion according to ASTM D 1187.
- G. Asphalt Roofing Cement: ASTM D 4586, asbestos free, of consistency required for application.

## 2.5 FABRICATION, GENERAL

- A. General: Custom fabricate sheet metal flashing and trim to comply with details shown and recommendations in cited sheet metal standard that apply to design, dimensions, geometry, metal thickness, and other characteristics of item required. Fabricate sheet metal flashing and trim in shop to greatest extent possible.
  - 1. Fabricate sheet metal flashing and trim in thickness or weight needed to comply with performance requirements, but not less than that specified for each application and metal.
  - 2. Obtain field measurements for accurate fit before shop fabrication.
  - 3. Form sheet metal flashing and trim to fit substrates without excessive oil canning, buckling, and tool marks; true to line, levels, and slopes; and with exposed edges folded back to form hems.

4. Conceal fasteners and expansion provisions where possible. Do not use exposed fasteners on faces exposed to view.
- B. Fabrication Tolerances: Fabricate sheet metal flashing and trim that is capable of installation to a tolerance of ¼-inch in 20 feet on slope and location lines indicated on Drawings and within 1/8-inch offset of adjoining faces and of alignment of matching profiles.
- C. Expansion Provisions: Form metal for thermal expansion of exposed flashing and trim.
  1. Form expansion joints of intermeshing hooked flanges, not less than 1-inch-deep, filled with butyl sealant concealed within joints.
  2. Use lapped expansion joints only where indicated on Drawings.
- D. Sealant Joints: Where movable, nonexpansion-type joints are required, form metal to provide for proper installation of elastomeric sealant according to cited sheet metal standard.
- E. Fabricate cleats and attachment devices from same material as accessory being anchored or from compatible, noncorrosive metal.
- F. Fabricate cleats and attachment devices of sizes as recommended by cited sheet metal standard for application, but not less than thickness of metal being secured.
- G. Seams: Fabricate nonmoving seams with flat-lock seams. Form seams and seal with elastomeric sealant unless otherwise recommended by sealant manufacturer for intended use.
- H. Do not use graphite pencils to mark metal surfaces.

## 2.6 ROOF-DRAINAGE SHEET METAL FABRICATIONS

- A. Hanging Gutters: Fabricate to cross section required, complete with end pieces, outlet tubes, and other accessories as required. Fabricate in minimum 96-inch-long sections. Furnish flat-stock gutter brackets and twisted gutter spacers and straps fabricated from same metal as gutters, of size recommended by cited sheet metal standard but with thickness not less than twice the gutter thickness. Fabricate expansion joints, expansion-joint covers, and gutter accessories from same metal as gutters.
  1. Gutter Profile: As indicated on Drawings.
  2. Expansion Joints: Lap type.
  3. Fabricate from the following materials:
    - a. Aluminum: 0.050-inch-thick.
- B. Downspouts: Fabricate downspouts in rectangular profile and dimensions to match existing, complete with mitered elbows. Furnish with metal hangers from same material as downspouts and anchors. Shop fabricate elbows.
  1. Fabricate from the following materials:
    - a. Aluminum: 0.040-inch-thick.

- C. Collection Boxes: Fabricate conductor heads with flanged back and stiffened top edge and of dimensions and shape required, complete with outlet tubes, exterior flange trim, and built-in overflows. Fabricate from the following materials:

1. Aluminum: 0.032-inch-thick.

- D. Parapet Scuppers: Fabricate scuppers to dimensions required, with closure flange trim to exterior, 4-inch-wide wall flanges to interior, and base extending 4 inches beyond cant or tapered strip into field of roof. Fabricate from the following materials:

1. Aluminum: 0.032-inch-thick.

## 2.7 LOW-SLOPE ROOF SHEET METAL FABRICATIONS

- A. Roof Caps, Fasciae, and Other Exposed Flashings: Fabricate in minimum 96-inch-long, but not exceeding 12-foot-long sections. Furnish with 6-inch-wide, joint cover plates.

1. Joint Style: Overlapped, 4 inches wide.

2. Fabricate from the following materials:

a. Aluminum: 0.050-inch-thick.

- B. Base Flashing: Fabricate from the following materials:

1. Aluminum: 0.040-inch-thick.

- C. Counterflashing: Shop fabricate interior and exterior corners. Fabricate from the following materials:

1. Aluminum: 0.032-inch-thick.

- D. Reglets: Units of type, material, and profile required, formed to provide secure interlocking of separate reglet and counterflashing pieces, and compatible with flashing indicated with factory-mitered and -welded corners and junctions.

1. Aluminum: 0.024-inch-thick.

2. Masonry Type: Provide with offset top flange for embedment in masonry mortar joint.

3. Accessories:

a. Counterflashing Wind-Restraint Clips: Provide clips to be installed before counterflashing to prevent wind uplift of counterflashing's lower edge.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances, substrate, and other conditions affecting performance of the Work.

1. Verify compliance with requirements for installation tolerances of substrates.

2. Verify that substrate is sound, dry, smooth, clean, sloped for drainage, and securely anchored.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 UNDERLAYMENT INSTALLATION

- A. Felt Underlayment: Install felt underlayment, wrinkle free, using adhesive to minimize use of mechanical fasteners under sheet metal flashing and trim. Apply in shingle fashion to shed water, with lapped joints of not less than 2 inches.
- B. Apply slip sheet, wrinkle free, directly on substrate before installing sheet metal flashing and trim.

### 3.3 INSTALLATION, GENERAL

- A. General: Anchor sheet metal flashing and trim and other components of the Work securely in place, with provisions for thermal and structural movement. Use fasteners, protective coatings, separators, sealants, and other miscellaneous items as required to complete sheet metal flashing and trim system.
  1. Install sheet metal flashing and trim true to line, levels, and slopes. Provide uniform, neat seams with minimum exposure of solder, welds, and sealant.
  2. Install sheet metal flashing and trim to fit substrates and to result in watertight performance. Verify shapes and dimensions of surfaces to be covered before fabricating sheet metal.
  3. Space cleats not more than 12 inches apart. Attach each cleat with at least two (2) fasteners. Bend tabs over fasteners.
  4. Install exposed sheet metal flashing and trim with limited oil canning, and free of buckling and tool marks.
  5. Torch cutting of sheet metal flashing and trim is not permitted.
  6. Do not use graphite pencils to mark metal surfaces.
- B. Metal Protection: Where dissimilar metals contact each other, or where metal contacts pressure-treated wood or other corrosive substrates, protect against galvanic action or corrosion by painting contact surfaces with bituminous coating or by other permanent separation as recommended by sheet metal manufacturer or cited sheet metal standard.
  1. Coat concealed side of sheet metal flashing and trim with bituminous coating where flashing and trim contact wood, ferrous metal, or cementitious construction.
  2. Underlayment: Where installing sheet metal flashing and trim directly on cementitious or wood substrates, install underlayment and cover with slip sheet.
- C. Expansion Provisions: Provide for thermal expansion of exposed flashing and trim. Space movement joints at maximum of 10 feet with no joints within 24 inches of corner or intersection.
  1. Form expansion joints of intermeshing hooked flanges, not less than 1-inch-deep, filled with sealant concealed within joints.
  2. Use lapped expansion joints only where indicated on Drawings.

- D. Fasteners: Use fastener sizes that penetrate wood blocking or sheathing not less than 1¼ inches for nails and not less than ¾ inch for wood screws.
- E. Conceal fasteners and expansion provisions where possible in exposed work and locate to minimize possibility of leakage. Cover and seal fasteners and anchors as required for a tight installation.
- F. Seal joints as required for watertight construction.
  - 1. Use sealant-filled joints unless otherwise indicated. Embed hooked flanges of joint members not less than 1-inch into sealant. Form joints to completely conceal sealant. When ambient temperature at time of installation is between 40 and 70 deg F (4 and 21 deg C), set joint members for fifty percent (50%) movement each way. Adjust setting proportionately for installation at higher ambient temperatures. Do not install sealant-type joints at temperatures below 40 deg F (4 deg C).
  - 2. Prepare joints and apply sealants to comply with requirements in Section 079200 "Joint Sealants."
- G. Rivets: Rivet joints in uncoated aluminum and zinc where indicated and where necessary for strength.

### 3.4 ROOF-DRAINAGE SYSTEM INSTALLATION

- A. General: Install sheet metal roof-drainage items to produce complete roof-drainage system according to cited sheet metal standard unless otherwise indicated. Coordinate installation of roof perimeter flashing with installation of roof-drainage system.
- B. Hanging Gutters: Join sections with soldered joints. Provide for thermal expansion. Attach gutters at eave or fascia to firmly anchor them in position. Provide end closures and seal watertight with sealant. Slope to downspouts.
  - 1. Fasten gutter spacers to front and back of gutter.
  - 2. Anchor and loosely lock back edge of gutter to continuous eave or apron flashing.
  - 3. Anchor gutter with gutter brackets spaced not more than 24 inches apart to roof deck, unless otherwise indicated, and loosely lock to front gutter bead.
  - 4. Install gutter with expansion joints at locations not exceeding 50 feet apart. Install expansion-joint caps.
- C. Downspouts: Join sections with 1½ inch telescoping joints.
  - 1. Provide hangers with fasteners designed to hold downspouts securely to walls. Locate hangers at existing locations minimum, but at top and bottom and at approximately 60 inches o.c.
  - 2. Provide elbows at base of exposed downspout onto concrete splash blocks to direct water away from building. Comply with requirements in Section 077200 "Roof Accessories" for concrete splash blocks.
- D. Collection Boxes: Anchor securely to wall, with elevation of conductor head rim at minimum of 1-inch below scupper discharge.

- E. Parapet Scuppers: Continuously support scupper, set to correct elevation, and seal flanges to interior wall face, over cants or tapered edge strips, and under roofing membrane.
  - 1. Anchor scupper closure trim flange to exterior wall and seal with elastomeric sealant to scupper.

### 3.5 ROOF FLASHING INSTALLATION

- A. General: Install sheet metal flashing and trim to comply with performance requirements and cited sheet metal standard. Provide concealed fasteners where possible, and set units true to line, levels, and slopes. Install work with laps, joints, and seams that are permanently watertight and weather resistant.
- B. Cap, Fasciae, and Other Exposed Flashings: Anchor to resist uplift and outward forces according to recommendations in cited sheet metal standard unless otherwise indicated. Interlock bottom edge of roof edge flashing with continuous cleat anchored to substrate at staggered 3-inch centers.
- C. Pipe or Post Counterflashing: Install counterflashing umbrella with close-fitting collar with top edge flared for elastomeric sealant, extending minimum of 4 inches over base flashing. Install stainless-steel draw band and tighten.
- D. Counterflashing: Coordinate installation of counterflashing with installation of base flashing. Insert counterflashing in reglets or receivers and fit tightly to base flashing. Extend counterflashing 4 inches over base flashing. Lap counterflashing joints minimum of 4 inches and bed in sealant. Secure in waterproof manner by means of interlocking folded seam or blind rivets and sealant unless otherwise indicated.
- E. Counterflashing: End counterflashing at termination bars as indicated on Drawings. Seal termination bar with sealant as specified in Section 079200 "Sealants".
- F. Roof-Penetration Flashing: Coordinate installation of roof-penetration flashing with installation of roofing and other items penetrating roof. Seal with elastomeric sealant and clamp flashing to pipes that penetrate roof.

### 3.6 ERECTION TOLERANCES

- A. Installation Tolerances: Shim and align sheet metal flashing and trim within installed tolerance of 1/4-inch in 20 feet on slope and location lines indicated on Drawings and within 1/8-inch offset of adjoining faces and of alignment of matching profiles.

### 3.7 CLEANING AND PROTECTION

- A. Clean exposed metal surfaces of substances that interfere with uniform oxidation and weathering.
- B. Clean off excess sealants.
- C. Remove temporary protective coverings and strippable films as sheet metal flashing and trim are installed unless otherwise indicated in manufacturer's written installation instructions. On completion of sheet metal flashing and trim installation, remove unused materials and clean

finished surfaces as recommended by sheet metal flashing and trim manufacturer. Maintain sheet metal flashing and trim in clean condition during construction.

- D. Replace sheet metal flashing and trim that have been damaged or that have deteriorated beyond successful repair by finish touchup or similar minor repair procedures.

END OF SECTION 076200

SECTION 077100 - ROOF SPECIALTIES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section Includes:

- 1. Roof-edge specialties.

B. Related Requirements:

- 1. Section 061000 "Rough Carpentry" for wood nailers, curbs, and blocking.
- 2. Section 076200 "Sheet Metal Flashing and Trim" for custom- and site-fabricated sheet metal flashing and trim.
- 3. Section 077200 "Roof Accessories" for set-on-type curbs, equipment supports, vents, and other manufactured roof accessory units.
- 4. Section 079200 "Joint Sealants" for field-applied sealants between roof specialties and adjacent materials.

C. Preinstallation Conference: Conduct conference at Project site.

- 1. Meet with Owner, Architect, Owner's insurer if applicable, roofing-system testing and inspecting agency representative, roofing Installer, roofing-system manufacturer's representative, Installer, structural-support Installer, and installers whose work interfaces with or affects roof specialties, including installers of roofing materials and accessories.
- 2. Examine substrate conditions for compliance with requirements, including flatness and attachment to structural members.
- 3. Review special roof details, roof drainage, and condition of other construction that will affect roof specialties.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product.

- 1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes.

B. Shop Drawings: For roof specialties.

- 1. Include plans, elevations, expansion-joint locations, keyed details, and attachments to other work. Distinguish between plant- and field-assembled work.
- 2. Include details for expansion and contraction; locations of expansion joints, including direction of expansion and contraction.



3. Indicate profile and pattern of seams and layout of fasteners, cleats, clips, and other attachments.
4. Detail termination points and assemblies, including fixed points.
5. Include details of special conditions.

C. Samples: For each type of roof specialty and for each color and texture specified.

#### 1.4 INFORMATIONAL SUBMITTALS

A. Qualification Data: For manufacturer.

B. Product Test Reports: For roof-edge flashings, for tests performed by a qualified testing agency.

C. Sample Warranty: For manufacturer's special warranty.

#### 1.5 CLOSEOUT SUBMITTALS

A. Maintenance Data: For roofing specialties to include in maintenance manuals.

#### 1.6 QUALITY ASSURANCE

A. Manufacturer Qualifications: A qualified manufacturer offering products meeting requirements that are tested to specified design pressure.

B. Source Limitations: Obtain roof specialties approved by manufacturer providing roofing-system warranty specified in Section 075323 "Ethylene-Propylene-Diene-Monomer (EPDM) Roofing".

#### 1.7 DELIVERY, STORAGE, AND HANDLING

A. Do not store roof specialties in contact with other materials that might cause staining, denting, or other surface damage. Store roof specialties away from uncured concrete and masonry.

B. Protect strippable protective covering on roof specialties from exposure to sunlight and high humidity, except to extent necessary for the period of roof-specialty installation.

#### 1.8 FIELD CONDITIONS

A. Field Measurements: Verify profiles and tolerances of roof-specialty substrates by field measurements before fabrication and indicate measurements on Shop Drawings.

B. Coordination: Coordinate roof specialties with flashing, trim, and construction of parapets, roof deck, roof and wall panels, and other adjoining work to provide a leakproof, secure, and noncorrosive installation.

#### 1.9 WARRANTY

A. Roofing-System Warranty: Roof specialties are included in warranty provisions in Section 075323 "Ethylene-Propylene-Diene-Monomer (EPDM) Roofing" .

B. Special Warranty on Painted Finishes: Manufacturer agrees to repair finish or replace roof specialties that show evidence of deterioration of factory-applied finishes within specified warranty period.

1. Fluoropolymer Finish: Deterioration includes, but is not limited to, the following:
  - a. Color fading more than 5 Hunter units when tested according to ASTM D 2244.
  - b. Chalking in excess of a No. 8 rating when tested according to ASTM D 4214.
  - c. Cracking, checking, peeling, or failure of paint to adhere to bare metal.
2. Finish Warranty Period: Twenty (20) years from date of Substantial Completion.

## PART 2 - PRODUCTS

### 2.1 PERFORMANCE REQUIREMENTS

- A. General Performance: Roof specialties shall withstand exposure to weather and resist thermally induced movement without failure, rattling, leaking, or fastener disengagement due to defective manufacture, fabrication, installation, or other defects in construction.
- B. Wind Design Standard: Manufacture and install copings and roof-edge specialties tested according to Chapter 16 of the International Building Code and capable of resisting the following design pressures:
  1. Design Pressure: As indicated on Drawings.
- C. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes to prevent buckling, opening of joints, hole elongation, overstressing of components, failure of joint sealants, failure of connections, and other detrimental effects. Provide clips that resist rotation and avoid shear stress as a result of thermal movements. Base calculations on surface temperatures of materials due to both solar heat gain and nighttime-sky heat loss.
  1. Temperature Change (Range): 120 deg F (67 deg C), ambient; 180 deg F (100 deg C), material surfaces.

### 2.2 ROOF-EDGE SPECIALTIES

- A. Roof-Edge Fascia: Manufactured, two-piece, roof-edge fascia consisting of snap-on metal fascia cover in section lengths not exceeding 12 feet and a continuous metal receiver with integral drip-edge cleat to engage fascia cover and secure single-ply roof membrane. Provide matching corner units.
  1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
    - a. Firestone Building Products
    - b. Johns Manville
    - c. Perimeter Systems; a division of Southern Aluminum Finishing Company, Inc.
    - d. Substitutions: Under provisions of Section 012500 "Substitution Procedures".
  2. Formed Aluminum Sheet Fascia Covers: Aluminum sheet, minimum 0.050-inch-thick but thickness as required to meet performance requirements.
    - a. Surface: Smooth, flat finish.

- b. Finish: Two-coat fluoropolymer.
  - c. Color: As selected by Architect and Owner from manufacturer's full range, to match existing.
- 3. Corners: Factory mitered and continuously welded.
- 4. Splice Plates: Concealed, of same material, finish, and shape as fascia cover.
- 5. Receiver: Manufacturer's standard material and thickness.
- B. Metal Copings: Manufactured coping system consisting of metal coping cap in section lengths not exceeding 12 feet, concealed anchorage; with corner units, end cap units, and concealed splice plates with finish matching coping caps.
  - 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
    - a. Firestone Building Products
    - b. Johns Manville
    - c. Perimeter Systems; a division of Southern Aluminum Finishing Company, Inc.
    - d. Substitutions: Under provisions of Section 012500 "Substitution Procedures".
  - 2. Formed Aluminum Sheet Coping Caps: Aluminum sheet, 0.050-inch-thick.
    - a. Surface: Smooth, flat finish.
    - b. Finish: Two-coat fluoropolymer.
    - c. Color: As selected by Architect and Owner from manufacturer's full range, to match existing.

## 2.3 MATERIALS

- A. Aluminum Sheet: ASTM B 209 alloy as standard with manufacturer for finish required, with temper to suit forming operations and performance required.

## 2.4 UNDERLAYMENT MATERIALS

- A. Felt: ASTM D 226, Type II (No. 30), asphalt-saturated organic felt, non-perforated.
- B. Slip Sheet: Rosin-sized building paper, 3-lb./100 sq. ft. minimum.

## 2.5 MISCELLANEOUS MATERIALS

- A. Fasteners: Manufacturer's recommended fasteners, suitable for application and designed to meet performance requirements. Furnish the following unless otherwise indicated:
  - 1. Exposed Penetrating Fasteners: Gasketed screws with hex washer heads matching color of sheet metal.
  - 2. Fasteners for Aluminum: Aluminum or Series 300 stainless-steel.
- B. Elastomeric Sealant: ASTM C 920, elastomeric polyurethane polymer sealant of type, grade, class, and use classifications required by roofing-specialty manufacturer for each application.

- C. Butyl Sealant: ASTM C 1311, single-component, solvent-release butyl rubber sealant; polyisobutylene plasticized; heavy bodied for hooked-type joints with limited movement.
- D. Bituminous Coating: Cold-applied asphalt emulsion complying with ASTM D 1187.
- E. Asphalt Roofing Cement: ASTM D 4586, asbestos free, of consistency required for application.

## 2.6 FINISHES

- A. Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.
- B. Protect mechanical and painted finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.
- C. Appearance of Finished Work: Noticeable variations in same piece are unacceptable. Variations in appearance of adjoining components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.
- D. Coil-Coated Aluminum Sheet Finishes:
  - 1. High-Performance Organic Finish: Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.
    - a. Two-Coat Fluoropolymer: AAMA 2605. Fluoropolymer finish containing not less than seventy percent (70%) PVDF resin by weight in color coat. Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.
    - b. Concealed Surface Finish: Apply pretreatment and manufacturer's standard acrylic or polyester backer finish consisting of prime coat and wash coat with a minimum total dry film thickness of 0.5 mil.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, to verify actual locations, dimensions, and other conditions affecting performance of the Work.
- B. Examine walls, roof edges, and parapets for suitable conditions for roof specialties.
- C. Verify that substrate is sound, dry, smooth, clean, sloped for drainage where applicable, and securely anchored.
- D. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 UNDERLAYMENT INSTALLATION

- A. Felt Underlayment: Install with adhesive for temporary anchorage to minimize use of mechanical fasteners under roof specialties. Apply in shingle fashion to shed water, with lapped joints of not less than 2 inches.

- B. Slip Sheet: Install with tape or adhesive for temporary anchorage to minimize use of mechanical fasteners under roof specialties. Apply in shingle fashion to shed water, with lapped joints of not less than 2 inches.

### 3.3 INSTALLATION, GENERAL

- A. General: Install roof specialties according to manufacturer's written instructions. Anchor roof specialties securely in place, with provisions for thermal and structural movement. Use fasteners, protective coatings, separators, underlayments, sealants, and other miscellaneous items as required to complete roof-specialty systems.
  - 1. Install roof specialties level, plumb, true to line and elevation; with limited oil-canning and without warping, jogs in alignment, buckling, or tool marks.
  - 2. Provide uniform, neat seams with minimum exposure of sealant.
  - 3. Install roof specialties to fit substrates and to result in weathertight performance. Verify shapes and dimensions of surfaces to be covered before manufacture.
  - 4. Torch cutting of roof specialties is not permitted.
  - 5. Do not use graphite pencils to mark metal surfaces.
- B. Metal Protection: Protect metals against galvanic action by separating dissimilar metals from contact with each other or with corrosive substrates by painting contact surfaces with bituminous coating or by other permanent separation as recommended by manufacturer.
  - 1. Coat concealed side of uncoated aluminum roof specialties with bituminous coating where in contact with wood, ferrous metal, or cementitious construction.
  - 2. Bed flanges in thick coat of asphalt roofing cement where required by manufacturers of roof specialties for waterproof performance.
- C. Expansion Provisions: Allow for thermal expansion of exposed roof specialties.
  - 1. Space movement joints at a maximum of 12 feet with no joints within 18 inches of corners or intersections unless otherwise indicated on Drawings.
  - 2. When ambient temperature at time of installation is between 40 and 70 deg F (4 and 21 deg C), set joint members for fifty percent (50%) movement each way. Adjust setting proportionately for installation at higher ambient temperatures.
- D. Fastener Sizes: Use fasteners of sizes that penetrate wood blocking or sheathing not less than 1¼ inches for nails and not less than ¾ inch for wood screws.
- E. Seal concealed joints with butyl sealant as required by roofing-specialty manufacturer.
- F. Seal joints as required for weathertight construction. Place sealant to be completely concealed in joint. Do not install sealants at temperatures below 40 deg F (4 deg C).

### 3.4 ROOF-EDGE SPECIALTIES INSTALLATION

- A. Install cleats, cants, and other anchoring and attachment accessories and devices with concealed fasteners.
- B. Anchor roof edgings with manufacturer's required devices, fasteners, and fastener spacing to meet performance requirements.

- C. Anchor copings with manufacturer's required devices, fasteners, and fastener spacing to meet performance requirements.
  - 1. Interlock face and back leg drip edges of snap-on coping cap into cleated anchor plates anchored to substrate at manufacturer's required spacing that meets performance requirements.

### 3.5 CLEANING AND PROTECTION

- A. Clean off excess sealants.
- B. Remove temporary protective coverings and strippable films as roof specialties are installed. On completion of installation, clean finished surfaces, including removing unused fasteners, metal filings, pop rivet stems, and pieces of flashing. Maintain roof specialties in a clean condition during construction.
- C. Replace roof specialties that have been damaged or that cannot be successfully repaired by finish touchup or similar minor repair procedures.

END OF SECTION 077100



SECTION 077129 - MANUFACTURED ROOF EXPANSION JOINTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:

- 1. Compressible tube type roof expansion joints.

- B. Related Requirements:

- 1. Section 061000 "Rough Carpentry" for wooden curbs or cants for mounting roof expansion joints.
  - 2. Section 076200 "Sheet Metal Flashing and Trim" for shop- and field-fabricated sheet metal expansion-joint systems, flashing, and other sheet metal items.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.

- B. Shop Drawings: For roof expansion joints.

- 1. Include plans, elevations, sections, and attachment details.
  - 2. Include details of splices, intersections, transitions, fittings, method of field assembly, and location and size of each field splice.
  - 3. Provide isometric drawings of intersections, terminations, and changes in joint direction or planes, depicting how components interconnect with each other and adjacent construction to allow movement and achieve waterproof continuity.

- C. Samples: For each exposed product and for each color specified, 6 inches in size.

1.4 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For Installer.

- B. Product Test Reports: For each fire-barrier provided as part of a roof-expansion-joint assembly, for tests performed by a qualified testing agency.

- C. Sample Warranties: For special warranties.

1.5 QUALITY ASSURANCE

- A. Installer Qualifications: Installer of roofing membrane.



1.6 WARRANTY

- A. Special Warranty: Manufacturer and Installer agree to repair or replace roof expansion joints and components that leak, deteriorate beyond normal weathering, or otherwise fail in materials or workmanship within specified warranty period.

1. Warranty Period: Two (2) years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. General: Roof expansion joints shall withstand exposure to weather, remain watertight, and resist the movements indicated without failure, rattling, leaking, or fastener disengagement due to defective manufacture, fabrication, installation, or other defects in construction.
- B. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes to prevent buckling, opening of joints, hole elongation, overstressing of components, failure of joint seals, failure of connections, and other detrimental effects.
1. Temperature Change: 120 deg F (67 deg C), ambient; 180 deg F (100 deg C), material surfaces.
- C. Fire-Test-Response Characteristics: Provide fire-barrier assemblies with fire-test-response characteristics as determined by testing identical products, per test method indicated, by UL or another testing agency acceptable to authorities having jurisdiction. Assemblies shall be capable of anticipated movement while maintaining fire rating. Fire-barrier products shall bear classification marking of qualified testing agency.

2.2 COMPRESSIBLE TUBE-TYPE ROOF EXPANSION JOINTS

- A. Source Limitations: Obtain roof expansion joints approved by roofing manufacturer and that are part of roofing membrane warranty.
- B. Compressible Tube Roof Expansion Joint: Preformed, compressible, resilient, non-staining, non-waxing, non-extruding strips of closed-cell polyethylene foam, nonabsorbent to liquid water and gas, non-outgassing in unruptured state and of size, shape, and density to control sealant depth and otherwise contribute to producing optimum sealant performance.
1. Fire Barrier: Manufacturer's standard fire-resistive joint system with ratings determined per ASTM E 119 to resist spread of fire and to accommodate building thermal movements without impairing its ability to resist the passage of fire and hot gases.
- a. Fire-Resistance Rating: Not less than 2-hour.

2.3 MATERIALS

- A. Adhesives: As recommended by roof-expansion-joint manufacturer and with a VOC content of 70 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
- B. Mineral-Fiber Blanket: ASTM C 665.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, to verify actual locations, dimensions, and other conditions affecting performance of the Work.
- B. Examine roof-joint openings, inside surfaces of parapets, and expansion-control joint systems that interface with roof expansion joints, for suitable conditions where roof expansion joints will be installed.
- C. Verify that substrate is sound, dry, smooth, clean, sloped for drainage, and securely anchored.
- D. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

- A. General: Comply with manufacturer's written instructions for handling and installing roof expansion joints.
  - 1. Anchor roof expansion joints securely in place, with provisions for required movement. Use fasteners, protective coatings, sealants, and miscellaneous items as required to complete roof expansion joints.
  - 2. Install roof expansion joints true to line and elevation; with limited oil-canning and without warping, jogs in alignment, buckling, or tool marks.
  - 3. Provide for linear thermal expansion of roof expansion joint materials.
  - 4. Provide uniform profile of roof expansion joint throughout its length; do not stretch or squeeze membranes.
  - 5. Provide uniform, neat seams.
  - 6. Install roof expansion joints to fit substrates and to result in watertight performance.
  - 7. Torch cutting of roof expansion joints is not permitted.
- B. Splices: Splice roof expansion joints with materials provided by roof-expansion-joint manufacturer for this purpose, to provide continuous, uninterrupted, and waterproof joints.
- C. Fire Barrier: Install fire barrier where indicated to provide continuous, uninterrupted fire resistance throughout length of roof expansion joint, including transitions and end joints.

3.3 PROTECTION

- A. Protect roof expansion joints from foot traffic, displacement, or other damage.
- B. Remove and replace roof expansion joints and components that become damaged by moisture or otherwise.

END OF SECTION 077129



## SECTION 077200 - ROOF ACCESSORIES

## PART 1 - GENERAL

## 1.1 RELATED DOCUMENTS

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

## 1.2 SUMMARY

## A. Section Includes:

1. Roof hatches.
2. Roof curbs.
3. Pipe supports.
4. Preformed flashing sleeves.

## B. Related Sections:

1. Section 055000 "Metal Fabrications" for metal vertical ladders, ships' ladders, and stairs for access to roof hatches.
2. Section 076200 "Sheet Metal Flashing and Trim" for shop- and field-formed metal flashing, roof-drainage systems, roof expansion-joint covers, and miscellaneous sheet metal trim and accessories.
3. Section 077100 "Roof Specialties" for manufactured fasciae and roof edge flashings.
4. Section 077129 "Manufactured Roof Expansion Joints" for manufactured roof expansion-joint covers.

## 1.3 COORDINATION

- A. Coordinate layout and installation of roof accessories with roofing membrane and base flashing and interfacing and adjoining construction to provide a leakproof, weathertight, secure, and noncorrosive installation.
- B. Coordinate dimensions with rough-in information or Shop Drawings of equipment to be supported.

## 1.4 ACTION SUBMITTALS

## A. Product Data: For each type of roof accessory.

1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes.

## B. Shop Drawings: For roof accessories.

1. Include plans, elevations, keyed details, and attachments to other work. Indicate dimensions, loadings, and special conditions. Distinguish between plant- and field-assembled work.

- C. Samples: For each exposed product and for each color and texture specified, prepared on Samples of size to adequately show color.

#### 1.5 INFORMATIONAL SUBMITTALS

- A. Coordination Drawings: Roof plans, drawn to scale, and coordinating penetrations and roof-mounted items. Show the following:
  - 1. Size and location of roof accessories specified in this Section.
  - 2. Method of attaching roof accessories to roof or building structure.
  - 3. Other roof-mounted items including mechanical and electrical equipment, ductwork, piping, and conduit.
  - 4. Required clearances.
- B. Sample Warranties: For manufacturer's special warranties.

#### 1.6 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: For roof accessories to include in operation and maintenance manuals.

#### 1.7 WARRANTY

- A. Special Warranty: Manufacturer agrees to repair or replace roof hatch that fails in materials or workmanship within specified warranty period.
  - 1. Warranty Period: Five (5) years from date of Substantial Completion.
- B. Special Warranty on Painted Finishes: Manufacturer's standard form in which manufacturer agrees to repair finishes or replace roof accessories that show evidence of deterioration of factory-applied finishes within specified warranty period.
  - 1. Finish Warranty Period: Five (5) years from date of Substantial Completion.

### PART 2 - PRODUCTS

#### 2.1 PERFORMANCE REQUIREMENTS

- A. General Performance: Roof accessories shall withstand exposure to weather and resist thermally induced movement without failure, rattling, leaking, or fastener disengagement due to defective manufacture, fabrication, installation, or other defects in construction.

#### 2.2 ROOF HATCHES

- A. Roof Hatches: Metal roof-hatch units with thermally broken lids and insulated single-walled curbs, welded corner joints, continuous lid-to-curb counterflashing and weathertight perimeter gasketing, and integrally formed deck-mounting flange at perimeter bottom.
  - 1. Basis-of-Design:
    - a. Bilco Company (The); **Type F-50TB**

2. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
  - a. Milcor Inc.; Commercial Products Group of Hart & Cooley, Inc.
  - b. Precision Ladders, LLC
  - c. Substitutions: Under provisions of Section 012500 "Substitution Procedures".
- B. Type and Size: Single- leaf lid, sized to match existing.
- C. Loads: Minimum 40-lbf/sq. ft. external live load and 20-lbf/sq. ft. internal uplift load.
- D. Hatch Material: Aluminum sheet.
  1. Thickness: 0.090-inch.
  2. Finish: Mill.
- E. Construction:
  1. Insulation: 3-inch-thick, polyisocyanurate board.
    - a. R-Value: 20.3 according to ASTM C 1363.
  2. Hatch Lid: Opaque, insulated, and double walled, with manufacturer's standard metal liner of same material and finish as outer metal lid.
  3. Fabricate curbs to minimum height of 12 inches above roofing surface unless otherwise indicated.
- F. Hardware: Spring operators, hold-open arm, galvanized steel spring latch with turn handles, stainless-steel butt- or pintle-type hinge system, and padlock hasps inside and outside.
- G. Safety Railing System: Roof-hatch manufacturer's standard system including rails, clamps, fasteners, safety barrier at railing opening, and accessories required for a complete installation; attached to roof hatch and complying with 29 CFR 1910.23 requirements and authorities having jurisdiction.
  1. Height: 42 inches above finished roof deck.
  2. Posts and Rails: Galvanized-steel pipe, 1¼ inches in diameter or galvanized-steel tube, 1-5/8 inches in diameter.
  3. Flat Bar: Galvanized steel, 2 inches high by 3/8-inch-thick.
  4. Maximum Opening Size: System constructed to prevent passage of a sphere 21 inches in diameter.
  5. Self-Latching Gate: Fabricated of same materials and rail spacing as safety railing system. Provide manufacturer's standard hinges and self-latching mechanism.
  6. Post and Rail Tops and Ends: Weather resistant, closed or plugged with prefabricated end fittings.
  7. Provide weep holes or another means to drain entrapped water in hollow sections of handrail and railing members.
  8. Fabricate joints exposed to weather to be watertight.
  9. Fasteners: Manufacturer's standard, finished to match railing system.
  10. Finish: Manufacturer's standard baked enamel or powder coat.

- a. Color: As selected by Architect and Owner from manufacturer's full range.
- H. Ladder-Assist Post: Roof-hatch manufacturer's standard device for attachment to roof-access ladder.
  - 1. Operation: Post locks in place on full extension; release mechanism returns post to closed position.
  - 2. Height: 42 inches above finished roof deck.
  - 3. Material: Hot-dip galvanized steel tube.
  - 4. Post: 1-5/8-inch-diameter pipe.
  - 5. Finish: Manufacturer's standard baked enamel or powder coat.
  - a. Color: As selected by Architect and Owner from manufacturer's full range.

## 2.3 ROOF CURBS

- A. Roof Curbs: Internally reinforced roof-curb units capable of supporting superimposed live and dead loads, including equipment loads and other construction indicated on Drawings, bearing continuously on roof structure, and capable of meeting performance requirements; with welded or mechanically fastened and sealed corner joints, straight sides, and integrally formed deck-mounting flange at perimeter bottom.
  - 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
    - a. Marley Engineered Products
    - b. Roof Products and Systems (RPS); a division of Hart & Cooley, Inc.
    - c. Thybar Corporation
    - d. Substitutions: Under provisions of Section 012500 "Substitution Procedures".
- B. Size: As required by mechanical equipment or to match existing.
- C. Supported Load Capacity: As required by mechanical equipment or to match existing.
- D. Material: Aluminum sheet, minimum 0.090-inch-thick.
  - 1. Finish: Mill.
- E. Construction:
  - 1. Curb Profile: Profile as indicated on Drawings compatible with roofing system.
  - 2. On ribbed or fluted metal roofs, form deck-mounting flange at perimeter bottom to conform to roof profile.
  - 3. Fabricate curbs to minimum height of 12 inches above roofing surface unless otherwise indicated.
  - 4. Top Surface: Level top of curb, with roof slope accommodated by sloping deck-mounting flange.
  - 5. Sloping Roofs: Where roof slope exceeds 1:48, fabricate curb with perimeter curb height tapered to accommodate roof slope so that top surface of perimeter curb is level. Equip unit with water diverter or cricket on side that obstructs water flow.

6. Insulation: Factory insulated with 1½-inch-thick glass-fiber board insulation.
7. Liner: Same material as curb, of manufacturer's standard thickness and finish.
8. Nailer: Factory-installed wood nailer along top flange of curb, continuous around curb perimeter.
9. Wind Restraint Straps and Base Flange Attachment: Provide wind restraint straps, welded strap connectors, and base flange attachment to roof structure at perimeter of curb, of size and spacing required to meet wind uplift requirements.
10. Metal Counterflashing: Manufacturer's standard, removable, fabricated of same metal and finish as curb.

## 2.4 PIPE AND DUCT SUPPORTS

- A. Rubber Pipe Support Curbs: Provide manufacturer's standard low-profile rubber pipe support curbs.
  1. Basis-of-Design Product:
    - a. Advanced Support Products; **EcoCurb REC 9S**
  2. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
    - a. MIFAB, Inc.
    - b. Rugger Triangle Co. (The)
    - c. Substitutions: Under provisions of Section 012500 "Substitution Procedures".

## 2.5 PREFORMED FLASHING SLEEVES

- A. Vent Stack Flashing: Metal flashing sleeve, uninsulated, with integral deck flange.
  1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
    - a. Custom Solution Roof and Metal Products
    - b. Milcor Inc.; Commercial Products Group of Hart & Cooley, Inc.
    - c. Thaler Metal USA Inc.
    - d. Substitutions: Under provisions of Section 012500 "Substitution Procedures".
  2. Metal: Aluminum sheet, 0.063-inch-thick.
  3. Height: 19 inches.
  4. Diameter: As required.
  5. Finish: Manufacturer's standard.

## 2.6 METAL MATERIALS

- A. Aluminum Sheet: ASTM B 209, manufacturer's standard alloy for finish required, with temper to suit forming operations and performance required.
  1. Mill Finish: As manufactured.



- B. Aluminum Extrusions and Tubes: ASTM B 221, manufacturer's standard alloy and temper for type of use, finished to match assembly where used; otherwise mill finished.
- C. Galvanized-Steel Tube: ASTM A 500, round tube, hot-dip galvanized according to ASTM A 123.
- D. Steel Pipe: ASTM A 53, galvanized.

## 2.7 MISCELLANEOUS MATERIALS

- A. General: Provide materials and types of fasteners, protective coatings, sealants, and other miscellaneous items required by manufacturer for a complete installation.
- B. Glass-Fiber Board Insulation: ASTM C 726, nominal density of 3 lb./cu. ft., thermal resistivity of 4.3 deg F x h x sq. ft./Btu x in. at 75 deg F (29.8 K x m/W at 24 deg C), thickness as indicated.
- C. Polyisocyanurate Board Insulation: ASTM C 1289, thickness and thermal resistivity as indicated.
- D. Wood Nailers: Softwood lumber, pressure treated with waterborne preservatives for aboveground use, acceptable to authorities having jurisdiction, containing no arsenic or chromium, and complying with AWPA C2; not less than 1½ inches thick.
- E. Bituminous Coating: Cold-applied asphalt emulsion complying with ASTM D 1187.
- F. Underlayment:
  - 1. Felt: ASTM D 226, Type II (No. 30), asphalt-saturated organic felt, non-perforated.
  - 2. Polyethylene Sheet: 6-mil-thick polyethylene sheet complying with ASTM D 4397.
  - 3. Slip Sheet: Building paper, 3-lb/100 sq. ft. minimum, rosin sized.
- G. Fasteners: Roof accessory manufacturer's recommended fasteners suitable for application and metals being fastened. Match finish of exposed fasteners with finish of material being fastened. Provide non-removable fastener heads to exterior exposed fasteners. Furnish the following unless otherwise indicated:
  - 1. Fasteners for Aluminum Sheet: Aluminum or Series 300 stainless-steel.
- H. Gaskets: Manufacturer's standard tubular or fingered design of neoprene, EPDM, PVC, or silicone or a flat design of foam rubber, sponge neoprene, or cork.
- I. Elastomeric Sealant: ASTM C 920, elastomeric polymer sealant as recommended by roof accessory manufacturer for installation indicated; low modulus; of type, grade, class, and use classifications required to seal joints and remain watertight.
- J. Butyl Sealant: ASTM C 1311, single-component, solvent-release butyl rubber sealant; polyisobutylene plasticized; heavy bodied for expansion joints with limited movement.
- K. Asphalt Roofing Cement: ASTM D 4586, asbestos free, of consistency required for application.

- L. Concrete Splash Blocks: 2-foot-long x 1-foot-wide flared concrete splash block pitched to drain away from the building, with side walls and textured finish.

## 2.8 GENERAL FINISH REQUIREMENTS

- A. Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.
- B. Appearance of Finished Work: Noticeable variations in same piece are not acceptable. Variations in appearance of adjoining components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.
- C. Baked-Enamel or Powder-Coat Finish: After cleaning and pretreating, apply manufacturer's standard two-coat, baked-on finish consisting of prime coat and thermosetting topcoat to a minimum dry film thickness of 2 mils.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, to verify actual locations, dimensions, and other conditions affecting performance of the Work.
- B. Verify that substrate is sound, dry, smooth, clean, sloped for drainage, and securely anchored.
- C. Verify dimensions of roof openings for roof accessories.
- D. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 INSTALLATION

- A. General: Install roof accessories according to manufacturer's written instructions.
  - 1. Install roof accessories level, plumb, true to line and elevation, and without warping, jogs in alignment, excessive oil canning, buckling, or tool marks.
  - 2. Anchor roof accessories securely in place so they are capable of resisting indicated loads.
  - 3. Use fasteners, separators, sealants, and other miscellaneous items as required to complete installation of roof accessories and fit them to substrates.
  - 4. Install roof accessories to resist exposure to weather without failing, rattling, leaking, or loosening of fasteners and seals.
- B. Metal Protection: Protect metals against galvanic action by separating dissimilar metals from contact with each other or with corrosive substrates by painting contact surfaces with bituminous coating or by other permanent separation as recommended by manufacturer.
  - 1. Coat concealed side of uncoated aluminum roof accessories with bituminous coating where in contact with wood, ferrous metal, or cementitious construction.
  - 2. Underlayment: Where installing roof accessories directly on cementitious or wood substrates, install a course of felt underlayment and cover with a slip sheet, or install a course of polyethylene sheet.

3. Bed flanges in thick coat of asphalt roofing cement where required by manufacturers of roof accessories for waterproof performance.

C. Roof-Hatch Accessories Installation:

1. Install roof hatch so top surface of hatch curb is level.
2. Verify that roof hatch operates properly. Clean, lubricate, and adjust operating mechanism and hardware.
3. Attach safety railing system to roof-hatch curb.
4. Attach ladder-assist post according to manufacturer's written instructions.

D. Roof Curb Installation: Install each roof curb so top surface is level.

E. Preformed Flashing-Sleeve Installation: Secure flashing sleeve to roof membrane according to flashing-sleeve manufacturer's written instructions.

F. Seal joints with elastomeric or butyl sealant as required by roof accessory manufacturer.

3.3 REPAIR AND CLEANING

- A. Galvanized Surfaces: Clean field welds, bolted connections, and abraded areas and repair galvanizing according to ASTM A 780.
- B. Clean exposed surfaces according to manufacturer's written instructions.
- C. Clean off excess sealants.
- D. Replace roof accessories that have been damaged or that cannot be successfully repaired by finish touchup or similar minor repair procedures.

END OF SECTION 077200

SECTION 078413 - PENETRATION FIRESTOPPING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:
  - 1. Fireproof firestopping and firesafing materials and accessories.

1.3 PERFORMANCE REQUIREMENTS

- A. Fireproofing Materials: ASTM E 119 and ASTM E 814 to achieve a fire rating as noted on Drawings.
- B. Surface Burning: ASTM E 84 with a flame spread/fuel contributed/smoke developed rating of 5/0/0.

1.4 SUBMITTALS

- A. Product Data: For each type of product indicated provide characteristics, performance, and limitation criteria.
- B. Manufacturer's Installation Instructions: Indicate preparation and installation instructions.
- C. Manufacturer's Certificate: Certify that products meet or exceed specified requirements.

1.5 QUALIFICATIONS

- A. Manufacturer: Company specializing in manufacturing the products specified in this Section with minimum three (3) years documented experience.
- B. Applicator: Company specializing in performing the work of this Section with minimum five (5) years documented experience.

1.6 REGULATORY REQUIREMENTS

- A. Conform to applicable State Building code for fire resistance ratings and surface burning characteristics.
- B. UL Classifications for these systems shall be (all two (2) hours or more):
  - 1. Duct Penetrations: C-AJ-7027
  - 2. Pipe Penetrations: C-AJ-1079
  - 3. Cable Penetrations: C-AJ-1079

4. Conduit Penetrations: C-AJ-1079

1.7 ENVIRONMENTAL REQUIREMENTS

- A. Do not apply materials when temperature of substrate material and ambient air is below 60 degrees F.
- B. Maintain this minimum temperature before, during and for three (3) days after installation of materials.
- C. Provide ventilation in areas to receive solvent cured materials.

1.8 SEQUENCING

- A. Sequence Work to permit firestopping materials to be installed after adjacent and surrounding work is complete.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Thermal Ceramics; **Firemaster Putty, Bulk and Blankets**
- B. Tremco Incorporated; **Fyre-shield and Cerablanket FS Hilti, Inc.**
- C. United States Gypsum; **Thermafiber Safing Insulation and FIRECODE compound**
- D. Substitutions: Under provisions of Section 012500 "Substitution Procedures".

2.2 MATERIALS

- A. Firestopping Material: Single component silicone elastomeric compounds; conforming to the following:
  - 1. Elongation & Shrinkage: Five percent (5%).
  - 2. Tensile Strength: 300 psi.
  - 3. Density: 8 lb/cu ft.
  - 4. Surface Durability: 35 (Shore Hardness).
  - 5. Durability and Longevity: Permanent.
  - 6. Side Effects during Installation: Non-toxic.
  - 7. Long Term Side Effects: None.
- B. Primer: Type recommended by firestopping manufacturer for specific substrate surfaces.
- C. Firesafing Blankets: ASTM C 665; 4 psf nominal density firesafing insulation.
- D. Putty Pads: UL CLIV; acoustic, intumescent pad; 3.2mm thickness.

2.3 ACCESSORIES

- A. Dam Material: Mineral fiber matting, permanent.

- B. Retainers: Stainless clips to support mineral fiber matting

## 2.4 FINISHES

- A. Color: Dark gray or manufacturer's standard color.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine substrates and conditions, with Installer present, for compliance with requirements for opening configurations, penetrating items, substrates, and other conditions affecting performance of the Work.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 PREPARATION

- A. Surface Cleaning: Clean out openings immediately before installing penetration firestopping to comply with manufacturer's written instructions and with the following requirements:
  - 1. Remove from surfaces of opening substrates and from penetrating items foreign materials that could interfere with adhesion of penetration firestopping.
  - 2. Clean opening substrates and penetrating items to produce clean, sound surfaces capable of developing optimum bond with penetration firestopping. Remove loose particles remaining from cleaning operation.
  - 3. Remove laitance and form-release agents from concrete.
- B. Install backing materials to arrest liquid material leakage.

### 3.3 INSTALLATION

- A. General: Install penetration firestopping to comply with manufacturer's written installation instructions and published drawings for products and applications indicated.
- B. Apply firestopping material to all wall and floor penetrations through rated assemblies. These penetrations include electrical conduit and raceways, plumbing and heating system penetrations, ducts, and other system chases.
- C. Apply primer and materials in accordance with manufacturer's instructions.
- D. Apply firestopping material in sufficient thickness to achieve rating to a density of fifty percent (50%) to uniform density and texture.
- E. Install material at walls or partition openings which contain penetrating sleeves, piping, ductwork, conduit, and other items requiring firestopping.
- F. Remove dam material after firestopping material has cured.

3.4 CLEANING AND PROTECTION

- A. Clean off excess materials adjacent to openings as the Work progresses by methods and with cleaning materials that are approved in writing by penetration firestopping manufacturers and that do not damage materials in which openings occur.
- B. Provide final protection and maintain conditions during and after installation that ensure that penetration firestopping is without damage or deterioration at time of Substantial Completion. If, despite such protection, damage or deterioration occurs, immediately cut out and remove damaged or deteriorated penetration firestopping and install new materials to produce systems complying with specified requirements.

3.5 SCHEDULE

- A. See Construction Documents for rating information and construction details and conditions.
- B. Firesafe all penetrations through new and existing masonry and gypsum board construction in the project work areas, equal to the 1- or 2-hour rating of the appropriate spaces.

END OF SECTION 078413

SECTION 079200 - JOINT SEALANTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:
  - 1. Silicone joint sealants.
  - 2. Latex joint sealants.

1.3 ACTION SUBMITTALS

- A. Product Data: For each joint-sealant product indicated.
- B. Samples: Manufacturer's color charts consisting of strips of cured sealants showing the full range of colors available for each product exposed to view.
- C. Joint-Sealant Schedule: Include the following information:
  - 1. Joint-sealant application, joint location, and designation.
  - 2. Joint-sealant manufacturer and product name.
  - 3. Joint-sealant formulation.
  - 4. Joint-sealant color.

1.4 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For qualified Installer.
- B. Product Certificates: For each kind of joint sealant and accessory, from manufacturer.
- C. Product Test Reports: Based on evaluation of comprehensive tests performed by a qualified testing agency, indicating that sealants comply with requirements.
- D. Warranties: Sample of special warranties.

1.5 QUALITY ASSURANCE

- A. Installer Qualifications: Manufacturer's authorized representative who is trained and approved for installation of units required for this Project.
- B. Source Limitations: Obtain each kind of joint sealant from single source from single manufacturer.
- C. Product Testing: Test joint sealants using a qualified testing agency.



1. Testing Agency Qualifications: An independent testing agency qualified according to ASTM C 1021 to conduct the testing indicated.

## 1.6 PROJECT CONDITIONS

- A. Do not proceed with installation of joint sealants under the following conditions:

1. When ambient and substrate temperature conditions are outside limits permitted by joint-sealant manufacturer or are below 40 deg F (5 deg C).
2. When joint substrates are wet.
3. Where joint widths are less than those allowed by joint-sealant manufacturer for applications indicated.
4. Where contaminants capable of interfering with adhesion have not yet been removed from joint substrates.

## 1.7 WARRANTY

- A. Special Installer's Warranty: Manufacturer's standard form in which Installer agrees to repair or replace joint sealants that do not comply with performance and other requirements specified in this Section within specified warranty period.

1. Warranty Period: Two (2) years from date of Substantial Completion.

- B. Special warranties specified in this article exclude deterioration or failure of joint sealants from the following:

1. Movement of the structure caused by structural settlement or errors attributable to design or construction resulting in stresses on the sealant exceeding sealant manufacturer's written specifications for sealant elongation and compression.
2. Disintegration of joint substrates from natural causes exceeding design specifications.
3. Mechanical damage caused by individuals, tools, or other outside agents.
4. Changes in sealant appearance caused by accumulation of dirt or other atmospheric contaminants.

## PART 2 - PRODUCTS

### 2.1 MATERIALS, GENERAL

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

- B. VOC Content of Interior Sealants: Sealants and sealant primers used inside the weatherproofing system shall comply with the following:

1. Architectural sealants shall have a VOC content of 250 g/L or less.

- C. Liquid-Applied Joint Sealants: Comply with ASTM C 920 and other requirements indicated for each liquid-applied joint sealant specified, including those referencing ASTM C 920 classifications for type, grade, class, and uses related to exposure and joint substrates.

- D. Stain-Test-Response Characteristics: Where sealants are specified to be non-staining to porous substrates, provide products that have undergone testing according to ASTM C 1248 and have not stained porous joint substrates indicated for Project.
- E. Colors of Exposed Joint Sealants: As selected by Architect and Owner from manufacturer's full range, to match adjacent where required.

## 2.2 SILICONE JOINT SEALANTS

- A. Silicone, Non-Staining: Non-Staining, single-component, non-sag, plus fifty percent (+50%) and minus fifty percent (-50%) movement capability, non-traffic-use, neutral-curing silicone joint sealant; ASTM C 920, Type S, Grade NS, Class 50, Use NT.
  - 1. Products:
    - a. Dow Corning Corporation
    - b. Master Bond, Inc.
    - c. Pecora Corporation
    - d. Tremco Incorporated
    - e. Substitutions: Under provisions of Section 012500 "Substitution Procedures".

## 2.3 LATEX JOINT SEALANTS

- A. Latex Joint Sealant: Acrylic latex or siliconized acrylic latex, ASTM C 834, Type OP, Grade NF.
  - 1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
    - a. BASF Building Systems; **Sonolac**
    - b. Bostik, Inc.; **Chem-Calk 600**
    - c. Pecora Corporation; **AC-20+**
    - d. Tremco Incorporated; **Tremflex 834**
    - e. Substitutions: Under provisions of Section 012500 "Substitution Procedures".

## 2.4 JOINT SEALANT BACKING

- A. General: Provide sealant backings of material that are non-staining; are compatible with joint substrates, sealants, primers, and other joint fillers; and are approved for applications indicated by sealant manufacturer based on field experience and laboratory testing.
- B. Cylindrical Sealant Backings: ASTM C 1330, Type B (bi-cellular material with a surface skin), and of size and density to control sealant depth and otherwise contribute to producing optimum sealant performance.
- C. Bond-Breaker Tape: Polyethylene tape or other plastic tape recommended by sealant manufacturer for preventing sealant from adhering to rigid, inflexible joint-filler materials or joint surfaces at back of joint. Provide self-adhesive tape where applicable.

## 2.5 MISCELLANEOUS MATERIALS

- A. Primer: Material recommended by joint-sealant manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from preconstruction joint-sealant-substrate tests and field tests.
- B. Cleaners for Nonporous Surfaces: Chemical cleaners acceptable to manufacturers of sealants and sealant backing materials, free of oily residues or other substances capable of staining or harming joint substrates and adjacent nonporous surfaces in any way, and formulated to promote optimum adhesion of sealants to joint substrates.
- C. Masking Tape: Non-staining, nonabsorbent material compatible with joint sealants and surfaces adjacent to joints.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine joints indicated to receive joint sealants, with Installer present, for compliance with requirements for joint configuration, installation tolerances, and other conditions affecting joint-sealant performance.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 PREPARATION

- A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants to comply with joint-sealant manufacturer's written instructions and the following requirements:
  - 1. Remove all foreign material from joint substrates that could interfere with adhesion of joint sealant, including dust, paints (except for permanent, protective coatings tested and approved for sealant adhesion and compatibility by sealant manufacturer), old joint sealants, oil, grease, waterproofing, water repellents, water, surface dirt, and frost.
  - 2. Clean porous joint substrate surfaces by brushing, grinding, mechanical abrading, or a combination of these methods to produce a clean, sound substrate capable of developing optimum bond with joint sealants. Remove loose particles remaining after cleaning operations above by vacuuming or blowing out joints with oil-free compressed air. Porous joint substrates include the following:
    - a. Concrete.
    - b. Masonry.
  - 3. Remove laitance and form-release agents from concrete.
  - 4. Clean nonporous joint substrate surfaces with chemical cleaners or other means that do not stain, harm substrates, or leave residues capable of interfering with adhesion of joint sealants. Nonporous joint substrates include the following:
    - a. Metal.
    - b. Glass.
    - c. Porcelain enamel.

- d. Glazed surfaces of ceramic tile.
- B. Joint Priming: Prime joint substrates where recommended by joint-sealant manufacturer or prior experience. Apply primer to comply with joint-sealant manufacturer's written instructions. Confine primers to areas of joint-sealant bond; do not allow spillage or migration onto adjoining surfaces.
- C. Masking Tape: Use masking tape where required to prevent contact of sealant or primer with adjoining surfaces that otherwise would be permanently stained or damaged by such contact or by cleaning methods required to remove sealant smears. Remove tape immediately after tooling without disturbing joint seal.

### 3.3 INSTALLATION OF JOINT SEALANTS

- A. General: Comply with joint-sealant manufacturer's written installation instructions for products and applications indicated, unless more stringent requirements apply.
- B. Sealant Installation Standard: Comply with recommendations in ASTM C 1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.
- C. Install sealant backings of kind indicated to support sealants during application and at position required to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.
  - 1. Do not leave gaps between ends of sealant backings.
  - 2. Do not stretch, twist, puncture, or tear sealant backings.
  - 3. Remove absorbent sealant backings that have become wet before sealant application and replace them with dry materials.
- D. Install bond-breaker tape behind sealants where sealant backings are not used between sealants and backs of joints.
- E. Install sealants using proven techniques that comply with the following and at the same time backings are installed:
  - 1. Place sealants so they directly contact and fully wet joint substrates.
  - 2. Completely fill recesses in each joint configuration.
  - 3. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.
- F. Tooling of Non-Sag Sealants: Immediately after sealant application and before skinning or curing begins, tool sealants according to requirements specified in subparagraphs below to form smooth, uniform beads of configuration indicated; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint.
  - 1. Remove excess sealant from surfaces adjacent to joints.
  - 2. Use tooling agents that are approved in writing by sealant manufacturer and that do not discolor sealants or adjacent surfaces.
  - 3. Provide concave joint profile per Figure 8A in ASTM C 1193, unless otherwise indicated.
  - 4. Provide flush joint profile where indicated per Figure 8B in ASTM C 1193.

5. Provide recessed joint configuration of recess depth and at locations indicated per Figure 8C in ASTM C 1193.

- a. Use masking tape to protect surfaces adjacent to recessed tooled joints.

### 3.4 CLEANING

- A. Clean off excess sealant or sealant smears adjacent to joints as the Work progresses by methods and with cleaning materials approved in writing by manufacturers of joint sealants and of products in which joints occur.

### 3.5 PROTECTION

- A. Protect joint sealants during and after curing period from contact with contaminating substances and from damage resulting from construction operations or other causes so sealants are without deterioration or damage at time of Substantial Completion. If, despite such protection, damage or deterioration occurs, cut out and remove damaged or deteriorated joint sealants immediately so installations with repaired areas are indistinguishable from original work.

### 3.6 JOINT-SEALANT SCHEDULE

- A. Joint-Sealant Application: Exterior joints in vertical surfaces and horizontal non-traffic surfaces.

1. Joint Locations:

- a. Joints between metal panels.
    - b. Joints between different materials listed above.
    - c. Other joints as indicated.

2. Joint Sealant: Silicone, non-staining, S, NS, 50, NT.

- B. Joint-Sealant Application: Interior joints in vertical surfaces and horizontal non-traffic surfaces.

1. Joint Locations:

- a. Perimeter joints of exterior openings where indicated.
    - b. Other joints as indicated.

2. Joint Sealant: Latex.

END OF SECTION 079200

SECTION 086200 - UNIT SKYLIGHTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:
  - 1. Self-flashing unit skylights with integral curbs.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of unit skylight.
  - 1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for unit skylights.
- B. Shop Drawings: For unit skylight work.
  - 1. Include plans, elevations, sections, details, and connections to supporting structure and other adjoining work.
- C. Aluminum Finish Samples: For each type of exposed finish required, in a representative section of each unit skylight in manufacturer's standard size.
- D. Glazing Samples: For each color and finish of glazing indicated, 12 inches square and of same thickness indicated for the final Work.

1.4 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For qualified Installer and manufacturer.
- B. Product Test Reports: For each type and size of unit skylight, for tests performed within the last four (4) years by a qualified testing agency. Test results based on testing of smaller unit skylights than specified will not be accepted.
- C. Sample Warranty: For special warranty.

1.5 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For unit skylights to include in maintenance manuals.

## 1.6 QUALITY ASSURANCE

- A. Manufacturer Qualifications: A manufacturer capable of fabricating unit skylights that meet or exceed performance requirements indicated and of documenting this performance by inclusion in lists and by labels, test reports, and calculations.
- B. Installer Qualifications: An installer acceptable to unit skylight manufacturer for installation of units required for this Project.

## 1.7 DELIVERY, HANDLING, STORAGE

- A. Deliver products in manufacturer's original containers dry, undamaged, seals and labels intact.
- B. Store and protect products in accordance with manufacturer's recommendations.

## 1.8 WARRANTY

- A. Special Warranty: Manufacturer agrees to repair or replace components of unit skylights that fail in materials or workmanship within specified warranty period.
  - 1. Failures include, but are not limited to, the following:
    - a. Uncontrolled water leakage.
    - b. Deterioration of metals, metal finishes, and other materials beyond normal weathering.
    - c. Breakage of polycarbonate glazing.
  - 2. Warranty Period: Fifteen (15) years on skylight assembly and ten (10) years on acrylic coloring from date of Substantial Completion.

# PART 2 - PRODUCTS

## 2.1 MANUFACTURERS

- A. Basis-of-Design Product:
  - 1. Wasco Products, Inc., a VELUX Group company; **Model CPC2**
- B. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
  - 1. Kingspan Light + Air LLC
  - 2. Substitutions: Under provisions of Section 012500 "Substitution Procedures".

## 2.2 PERFORMANCE REQUIREMENTS

- A. Unit Skylight Standard: Comply with AAMA 101/I.S.2/NAFS for definitions and minimum standards of performance, materials, components, accessories, and fabrication unless more stringent requirements are indicated.

- B. General: Provide unit skylights capable of withstanding loads indicated without failure. Failure includes the following:
  - 1. Thermal stresses transferred to the building structure.
  - 2. Framing members transferring stresses, including those caused by thermal and structural movement, to glazing.
  - 3. Noise or vibration created by thermal and structural movement and wind.
  - 4. Loosening or weakening of fasteners, attachments, and other components.
  - 5. Sealant failure.
- C. System to provide for expansion and contraction within system components caused by a cycling temperature range of 170 degrees F without causing detrimental effects to system or components.
- D. Design and size members to withstand dead loads and live loads caused by snow, hail and pressure or suction of wind acting vertically as calculated in accordance with Chapter 16 of the State of Connecticut Building Code. The domes shall be designed to withstand loads required by OSHA 1910.23(a)(4). Plastic skylights must meet the requirements of AAMA 101/I.S.2/NAFS, which requires glazing thickness adequate to withstand a positive and negative test pressure as calculated in accordance with Section 2405.5.1 of the State of Connecticut Building Code.
- E. Skylight glazing shall be of such construction and mounting that they are capable of withstanding a load of at least 200 pounds applied perpendicularly at any single area on the skylight as required by OSHA 1910.23(e)(8).
- F. Thermal transmittance (U-factor) shall be 1.30 and solar heat gain coefficient (SHGC) shall be 0.62 in accordance with Table 502.3 of the 2006 International Energy Conservation Code.

## 2.3 UNIT SKYLIGHTS

- A. General: Provide factory-assembled unit skylights that include glazing, extruded-aluminum glazing retainers, gaskets, and inner frames and that are capable of withstanding performance requirements indicated.
- B. Unit Shape and Size: To match existing.
- C. Extruded aluminum alloy 6063-T5 with minimum effective thickness of 0.090-inch. Mitered and welded corner assembly in mill finish.
- D. Polycarbonate Glazing: Thermoformable, extruded monolithic sheets, UV resistant, burglar-resistance rated according to UL 972, and with average impact strength of 12 to 16 ft-lb/in. of width when tested according to ASTM D 256, Test Method A (Izod).
  - 1. Double-Glazing Profile:
    - a. Inner/Outer Glazing: Colorless, transparent polycarbonate.
  - 2. Self-Ignition Temperature: 650 deg F (343 deg C) or more for plastic sheets in thickness indicated when tested according to ASTM D 1929.



3. Smoke-Production Characteristics: Smoke-developed index of 450 or less when tested according to ASTM E 84, and smoke density of 75 or less when tested according to ASTM D 2843
  4. Burning Characteristics: Tested according to ASTM D 635. Class CC1, burning extent of 1-inch or less for nominal thickness of 0.060-inch or thickness indicated for use.
- E. Glazing Gaskets: Manufacturer's standard.
- F. Integral Curb: Extruded-aluminum, self-flashing type.
1. Extruded-Aluminum Shapes: ASTM B 221, alloy and temper to suit structural and finish requirements but with not less than the strength and durability of Alloy 6063-T52.
  2. Height: 8 inches or as required to meet minimum heights on Drawings.
  3. Construction: Double wall.
  4. Insulation: Manufacturer's standard rigid or semi-rigid type.
- G. Condensation Control: Fabricate unit skylights with integral internal gutters and non-clogging weeps to collect and drain condensation to the exterior.
- H. Thermal Break: Fabricate unit skylights with glass fiber reinforced polymer thermal barrier separating exterior and interior metal framing.
- J. Interior Protective Screen: Welded steel wire mesh, 4-inch-by-4-inch spacing minimum, wire diameter 0.188-inch minimum hot dipped galvanized finish on carbon steel, or unfinished stainless-steel in integral frame.

## 2.4 ACCESSORY MATERIALS

- A. Fasteners: Same metal as metal being fastened, nonmagnetic stainless steel, or other noncorrosive metal as recommended by manufacturer. Finish exposed fasteners to match material being fastened.
1. Where removal of exterior exposed fasteners might allow access to building, provide non-removable fastener heads.
- B. Bituminous Coating: Cold-applied asphalt mastic, asbestos-free, compounded for 15-mil dry film thickness per coat.

## 2.5 ALUMINUM FINISHES

- A. Mill Finish: Manufacturer's standard.

# PART 3 - EXECUTION

## 3.1 EXAMINATION

- A. Examine openings, substrates, structural support, anchorage, and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 PREPARATION

- A. Where aluminum surfaces of unit skylights will contact another metal or corrosive substrates, such as preservative-treated wood, apply bituminous coating on concealed metal surfaces or provide other approved permanent separation recommended in writing by unit skylight manufacturer.

### 3.3 INSTALLATION

- A. Coordinate installation of unit skylight with installation of substrates, vapor retarders, roof insulation, roofing membrane, and flashing as required to ensure that each element of the Work performs properly and that combined elements are waterproof and weathertight.
- B. Comply with recommendations in AAMA 1607 and with manufacturer's written instructions for installing unit skylights.
- C. Install unit skylights level, plumb, and true to line, without distortion.
- D. Anchor unit skylights securely to supporting substrates.

### 3.4 CLEANING

- A. Clean exposed unit skylight surfaces according to manufacturer's written instructions. Touch up damaged metal coatings and finishes.
- B. Remove excess sealants, glazing materials, dirt, and other substances.
- C. Remove and replace glazing that has been broken, chipped, cracked, abraded, or damaged during construction period.
- D. Protect unit skylight surfaces from contact with contaminating substances resulting from construction operations.

END OF SECTION 086200



SECTION 220719 - PLUMBING PIPING INSULATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes insulating the following plumbing piping services:

- 1. Roof drains and rainwater leaders.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated. Include thermal conductivity, water-vapor permeance thickness, and jackets.
- B. Shop Drawings: Include plans, elevations, sections, details, and attachments to other work.
  - 1. Detail application of protective shields, saddles, and inserts at hangers for each type of insulation and hanger.
  - 2. Detail insulation application at pipe expansion joints for each type of insulation.
  - 3. Detail insulation application at elbows, fittings, flanges, valves, and specialties for each type of insulation.
  - 4. Detail removable insulation at piping specialties, equipment connections, and access panels.
- C. Samples: For each type of insulation and jacket indicated. Identify each Sample, describing product and intended use. Sample sizes are as follows:
  - 1. Preformed Pipe Insulation Materials: 12 inches long by NPS 2.
  - 2. Jacket Materials for Pipe: 12 inches long by NPS 2.
  - 3. Sheet Jacket Materials: 12 inches square.
  - 4. Manufacturer's Color Charts: For products where color is specified, show the full range of colors available for each type of finish material.

1.4 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For qualified Installer.
- B. Material Test Reports: From a qualified testing agency acceptable to authorities having jurisdiction indicating, interpreting, and certifying test results for compliance of insulation materials, sealers, attachments, cements, and jackets, with requirements indicated. Include dates of tests and test methods employed.

### 1.5 QUALITY ASSURANCE

- A. Installer Qualifications: Skilled mechanics who have successfully completed an apprenticeship program or another craft training program certified by the Department of Labor, Bureau of Apprenticeship and Training.
- B. Surface-Burning Characteristics: For insulation and related materials, as determined by testing identical products according to ASTM E 84 by a testing agency acceptable to authorities having jurisdiction. Factory label insulation and jacket materials and adhesive, mastic, tapes, and cement material containers, with appropriate markings of applicable testing agency.
  - 1. Insulation Installed Indoors: Flame-spread index of 25 or less, and smoke-developed index of 50 or less.
  - 2. Insulation Installed Outdoors: Flame-spread index of 75 or less, and smoke-developed index of 150 or less.
- C. Comply with the following applicable standards and other requirements specified for miscellaneous components:
  - 1. Supply and Drain Protective Shielding Guards: ICC A117.1.

### 1.6 DELIVERY, STORAGE, AND HANDLING

- A. Packaging: Insulation material containers shall be marked by manufacturer with appropriate ASTM standard designation, type and grade, and maximum use temperature.

### 1.7 COORDINATION

- A. Coordinate sizes and locations of supports, hangers, and insulation shields specified in Section 220529 "Hangers and Supports for Plumbing Piping and Equipment."
- B. Coordinate clearance requirements with piping Installer for piping insulation application. Before preparing piping Shop Drawings, establish and maintain clearance requirements for installation of insulation and finishes and for space required for maintenance.

## PART 2 - PRODUCTS

### 2.1 INSULATION MATERIALS

- A. Pipe insulation thickness shall conform to ASHRAE 90.1 2007, Table 6.8.3.
- B. Comply with requirements in "Piping Insulation Schedule, General," "Indoor Piping Insulation Schedule," "Outdoor, Aboveground Piping Insulation Schedule," and "Outdoor, Underground Piping Insulation Schedule" articles for where insulating materials shall be applied.
- C. Products shall not contain asbestos, lead, mercury, or mercury compounds.
- D. Products that come in contact with stainless-steel shall have a leachable chloride content of less than 50 ppm when tested according to ASTM C 871.

- E. Insulation materials for use on austenitic stainless-steel shall be qualified as acceptable according to ASTM C 795.
- F. Foam insulation materials shall not use CFC or HCFC blowing agents in the manufacturing process.
- G. Mineral-Fiber, Preformed Pipe Insulation:
  - 1. Manufacturers: Subject to compliance with requirements, provide products by one (1) of the following:
    - a. Johns Manville; a Berkshire Hathaway company; **Micro-Lok**
    - b. Knauf Insulation; **Earthwool 1000 Degree Pipe Insulation with ECOSE Technology**
    - c. Owens Corning; **Fiberglas Pipe Insulation**
    - d. Substitutions: Under provisions of Section 012500 "Substitution Procedures".
  - 2. Type I, 850 Deg F Materials: Mineral or glass fibers bonded with a thermosetting resin. Comply with ASTM C 547, Type I, Grade A, with factory-applied ASJ-SSL. Factory-applied jacket requirements are specified in "Factory-Applied Jackets" Article.

## 2.2 INSULATING CEMENTS

- A. Mineral-Fiber Insulating Cement: Comply with ASTM C 195.
  - 1. Manufacturers: Subject to compliance with requirements, provide products by one (1) of the following:
    - a. Ramco Insulation, Inc; **Super-Stik**
    - b. Substitutions: Under provisions of Section 012500 "Substitution Procedures".
- B. Expanded or Exfoliated Vermiculite Insulating Cement: Comply with ASTM C 196.
  - 1. Manufacturers: Subject to compliance with requirements, provide products by one (1) of the following:
    - a. Ramco Insulation, Inc; **Thermokote V**
    - b. Substitutions: Under provisions of Section 012500 "Substitution Procedures".
- C. Mineral-Fiber, Hydraulic-Setting Insulating and Finishing Cement: Comply with ASTM C 449.
  - 1. Manufacturers: Subject to compliance with requirements, provide products by one (1) of the following:
    - a. Ramco Insulation, Inc; **Ramcote 1200 and Quik-Cote**
    - b. Substitutions: Under provisions of Section 012500 "Substitution Procedures".

## 2.3 MASTICS

- A. Materials shall be compatible with insulation materials, jackets, and substrates; comply with MIL-PRF-19565C, Type II.

1. For indoor applications, use mastics that have a VOC content of 50 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
- B. Breather Mastic: Water based; suitable for indoor and outdoor use on above-ambient services.
  1. Manufacturers: Subject to compliance with requirements, provide products by one (1) of the following:
    - a. Childers Brand; H. B. Fuller Construction Products; **CP-10**
    - b. Eagle Bridges - Marathon Industries
    - c. Foster Brand; H. B. Fuller Construction Products; **46-50**
    - d. Knauf Insulation; EXPERT Mastics - **KI-705 ASJ+**
    - e. Mon-Eco Industries, Inc; **55-50**
    - f. Vimasco Corporation; **WC-1/WC-5**
    - g. Substitutions: Under provisions of Section 012500 "Substitution Procedures".
  2. Water-Vapor Permeance: ASTM F 1249, 1.8 perms at 0.0625-inch dry film thickness.
  3. Service Temperature Range: Minus 20 to plus 180 deg F.
  4. Solids Content: Sixty percent (60%) by volume and sixty-six percent (66%) by weight.
  5. Color: White.

## 2.4 LAGGING ADHESIVES

- A. Description: Comply with MIL-A-3316C, Class I, Grade A, and shall be compatible with insulation materials, jackets, and substrates.
  1. For indoor applications, use lagging adhesives that have a VOC content of 50 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
  2. Manufacturers: Subject to compliance with requirements, provide products by one (1) of the following:
    - a. Childers Brand; H. B. Fuller Construction Products; **CP-50 AHV2**
    - b. Foster Brand; H. B. Fuller Construction Products; **30-36**
    - c. Vimasco Corporation; **713** and **714**
    - d. Substitutions: Under provisions of Section 012500 "Substitution Procedures".
  3. Fire-resistant, water-based lagging adhesive and coating for use indoors to adhere fire-resistant lagging cloths over pipe insulation.
  4. Service Temperature Range: 0 to plus 180 deg F.
  5. Color: White.

## 2.5 SEALANTS

- A. Joint Sealants:
  1. Manufacturers: Subject to compliance with requirements, provide products by one (1) of the following:
    - a. Childers Brand; H. B. Fuller Construction Products; **CP-76**
    - b. Eagle Bridges - Marathon Industries
    - c. Foster Brand; H. B. Fuller Construction Products; **30-45**

- d. Mon-Eco Industries, Inc; **44-05**
  - e. Pittsburgh Corning Corporation; **Pittseal 444**
  - f. Substitutions: Under provisions of Section 012500 "Substitution Procedures".
2. Materials shall be compatible with insulation materials, jackets, and substrates.
  3. Permanently flexible, elastomeric sealant.
  4. Service Temperature Range: Minus 100 to plus 300 deg F.
  5. Color: White or gray.
  6. For indoor applications, sealants shall have a VOC content of 420 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
- B. ASJ Flashing Sealants, and Vinyl, PVDC, and PVC Jacket Flashing Sealants:
1. Manufacturers: Subject to compliance with requirements, provide products by one (1) of the following:
    - a. Childers Brand; H. B. Fuller Construction Products; **CP-76**
    - b. Substitutions: Under provisions of Section 012500 "Substitution Procedures".
  2. Materials shall be compatible with insulation materials, jackets, and substrates.
  3. Fire- and water-resistant, flexible, elastomeric sealant.
  4. Service Temperature Range: Minus 40 to plus 250 deg F.
  5. Color: White.
  6. For indoor applications, sealants shall have a VOC content of 420 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).

## 2.6 FACTORY-APPLIED JACKETS

- A. Insulation system schedules indicate factory-applied jackets on various applications. When factory-applied jackets are indicated, comply with the following:
1. ASJ-SSL: ASJ with self-sealing, pressure-sensitive, acrylic-based adhesive covered by a removable protective strip; complying with ASTM C 1136, Type I.

## 2.7 TAPES

- A. ASJ Tape: White vapor-retarder tape matching factory-applied jacket with acrylic adhesive, complying with ASTM C 1136.
1. Manufacturers: Subject to compliance with requirements, provide products by one (1) of the following:
    - a. Avery Dennison Corporation, Specialty Tapes Division; **Fasson 0836**
    - b. Compac Corporation; **104 and 105**
    - c. Ideal Tape Co., Inc.,; an American Biltrite company; **428 AWF ASJ**
    - d. Knauf Insulation; EXPERT Tapes - **ASJ+ Tape**
    - e. Venture Tape; **1540 CW Plus, 1542 CW Plus, and 1542 CW Plus/SQ**
    - f. Substitutions: Under provisions of Section 012500 "Substitution Procedures".
  2. Width: 3 inches.
  3. Thickness: 11.5 mils.



4. Adhesion: 90 ounces force/inch in width.
5. Elongation: Two percent (2%).
6. Tensile Strength: 40 lbf/inch in width.
7. ASJ Tape Disks and Squares: Precut disks or squares of ASJ tape.

## 2.8 SECUREMENTS

### A. Bands:

1. Manufacturers: Subject to compliance with requirements, provide products by one (1) of the following:
  - a. ITW Insulation Systems; Illinois Tool Works, Inc; **Gerrard Strapping and Seals**
  - b. RPR Products, Inc; **Insul-Mate Strapping and Seals**
  - c. Substitutions: Under provisions of Section 012500 "Substitution Procedures".
2. Stainless-Steel: ASTM A 167 or ASTM A 240, Type 316; 0.015-inch-thick, ¾-inch-wide with wing seal or closed seal.
3. Aluminum: ASTM B 209, Alloy 3003, 3005, 3105, or 5005; Temper H-14, 0.020-inch-thick, ¾-inch-wide with wing seal or closed seal.

### B. Staples: Outward-clinching insulation staples, nominal ¾-inch-wide, stainless-steel or Monel.

### C. Wire: 0.062-inch soft-annealed, stainless-steel.

1. Manufacturers: Subject to compliance with requirements, provide products by one (1) of the following:
  - a. C & F Wire

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine substrates and conditions for compliance with requirements for installation tolerances and other conditions affecting performance of insulation application.
  1. Verify that systems to be insulated have been tested and are free of defects.
  2. Verify that surfaces to be insulated are clean and dry.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 PREPARATION

- A. Surface Preparation: Clean and dry surfaces to receive insulation. Remove materials that will adversely affect insulation application.
- B. Mix insulating cements with clean potable water; if insulating cements are to be in contact with stainless-steel surfaces, use demineralized water.

### 3.3 GENERAL INSTALLATION REQUIREMENTS

- A. Install insulation materials, accessories, and finishes with smooth, straight, and even surfaces; free of voids throughout the length of piping including fittings, valves, and specialties.
- B. Install insulation materials, forms, vapor barriers or retarders, jackets, and thicknesses required for each item of pipe system as specified in insulation system schedules.
- C. Install accessories compatible with insulation materials and suitable for the service. Install accessories that do not corrode, soften, or otherwise attack insulation or jacket in either wet or dry state.
- D. Install insulation with longitudinal seams at top and bottom of horizontal runs.
- E. Install multiple layers of insulation with longitudinal and end seams staggered.
- F. Do not weld brackets, clips, or other attachment devices to piping, fittings, and specialties.
- G. Keep insulation materials dry during application and finishing.
- H. Install insulation with tight longitudinal seams and end joints. Bond seams and joints with adhesive recommended by insulation material manufacturer.
- I. Install insulation with least number of joints practical.
- J. Where vapor barrier is indicated, seal joints, seams, and penetrations in insulation at hangers, supports, anchors, and other projections with vapor-barrier mastic.
  - 1. Install insulation continuously through hangers and around anchor attachments.
  - 2. For insulation application where vapor barriers are indicated, extend insulation on anchor legs from point of attachment to supported item to point of attachment to structure. Taper and seal ends at attachment to structure with vapor-barrier mastic.
  - 3. Install insert materials and install insulation to tightly join the insert. Seal insulation to insulation inserts with adhesive or sealing compound recommended by insulation material manufacturer.
  - 4. Cover inserts with jacket material matching adjacent pipe insulation. Install shields over jacket, arranged to protect jacket from tear or puncture by hanger, support, and shield.
- K. Apply adhesives, mastics, and sealants at manufacturer's recommended coverage rate and wet and dry film thicknesses.
- L. Install insulation with factory-applied jackets as follows:
  - 1. Draw jacket tight and smooth.
  - 2. Cover circumferential joints with 3-inch-wide strips of same material as insulation jacket. Secure strips with adhesive and outward clinching staples along both edges of strip, spaced 4 inches o.c.
  - 3. Overlap jacket longitudinal seams at least 1½ inches. Install insulation with longitudinal seams at bottom of pipe. Clean and dry surface to receive self-sealing lap. Staple laps with outward clinching staples along edge at 2 inches o.c.

- a. For below-ambient services, apply vapor-barrier mastic over staples.
- 4. Cover joints and seams with tape, according to insulation material manufacturer's written instructions, to maintain vapor seal.
- 5. Where vapor barriers are indicated, apply vapor-barrier mastic on seams and joints and at ends adjacent to pipe flanges and fittings.
- M. Cut insulation in a manner to avoid compressing insulation more than seventy-five percent (75%) of its nominal thickness.
- N. Finish installation with systems at operating conditions. Repair joint separations and cracking due to thermal movement.
- O. Repair damaged insulation facings by applying same facing material over damaged areas. Extend patches at least 4 inches beyond damaged areas. Adhere, staple, and seal patches similar to butt joints.
- P. For above-ambient services, do not install insulation to the following:
  - 1. Vibration-control devices.
  - 2. Testing agency labels and stamps.
  - 3. Nameplates and data plates.
  - 4. Cleanouts.

### 3.4 PENETRATIONS

- A. Insulation Installation at Roof Penetrations: Install insulation continuously through roof penetrations.
  - 1. Seal penetrations with flashing sealant.
  - 2. For applications requiring only indoor insulation, terminate insulation above roof surface and seal with joint sealant. For applications requiring indoor and outdoor insulation, install insulation for outdoor applications tightly joined to indoor insulation ends. Seal joint with joint sealant.
  - 3. Extend jacket of outdoor insulation outside roof flashing at least 2 inches below top of roof flashing.
  - 4. Seal jacket to roof flashing with flashing sealant.
- B. Insulation Installation at Interior Wall and Partition Penetrations (That Are Not Fire Rated): Install insulation continuously through walls and partitions.
- C. Insulation Installation at Fire-Rated Wall and Partition Penetrations: Install insulation continuously through penetrations of fire-rated walls and partitions.
  - 1. Comply with requirements in Section 078413 "Penetration Firestopping" for firestopping and fire-resistive joint sealers.

### 3.5 GENERAL PIPE INSULATION INSTALLATION

- A. Requirements in this article generally apply to all insulation materials except where more specific requirements are specified in various pipe insulation material installation articles.

B. Insulation Installation on Fittings, Valves, Strainers, Flanges, and Unions:

1. Install insulation over fittings, valves, strainers, flanges, unions, and other specialties with continuous thermal and vapor-retarder integrity unless otherwise indicated.
2. Insulate pipe elbows using preformed fitting insulation, mitered fittings made from same material and density as adjacent pipe insulation or PVC fitting cover manufacturer recommended flexible fiberglass inserts. Each piece shall be butted tightly against adjoining piece and bonded with adhesive. Fill joints, seams, voids, and irregular surfaces with insulating cement finished to a smooth, hard, and uniform contour that is uniform with adjoining pipe insulation.
3. Insulate tee fittings with preformed fitting insulation or sectional pipe insulation of same material and thickness as used for adjacent pipe. Cut sectional pipe insulation to fit. Butt each section closely to the next and hold in place with tie wire. Bond pieces with adhesive.
4. Insulate valves using preformed fitting insulation or sectional pipe insulation of same material, density, and thickness as used for adjacent pipe. Overlap adjoining pipe insulation by not less than two (2) times the thickness of pipe insulation, or one (1) pipe diameter, whichever is thicker. For valves, insulate up to and including the bonnets, valve stuffing-box studs, bolts, and nuts. Fill joints, seams, and irregular surfaces with insulating cement.
5. Insulate strainers using preformed fitting insulation or sectional pipe insulation of same material, density, and thickness as used for adjacent pipe. Overlap adjoining pipe insulation by not less than two (2) times the thickness of pipe insulation, or one (1) pipe diameter, whichever is thicker. Fill joints, seams, and irregular surfaces with insulating cement. Insulate strainers so strainer basket flange or plug can be easily removed and replaced without damaging the insulation and jacket. Provide a removable reusable insulation cover. For below-ambient services, provide a design that maintains vapor barrier.
6. Insulate flanges and unions using a section of oversized preformed pipe insulation. Overlap adjoining pipe insulation by not less than two (2) times the thickness of pipe insulation, or one (1) pipe diameter, whichever is thicker.
7. Cover segmented insulated surfaces with a layer of finishing cement and coat with a mastic. Install vapor-barrier mastic for below-ambient services and a breather mastic for above-ambient services. Reinforce the mastic with fabric-reinforcing mesh. Trowel the mastic to a smooth and well-shaped contour.
8. Stencil or label the outside insulation jacket of each union with the word "union." Match size and color of pipe labels.

C. Insulate instrument connections for thermometers, pressure gages, pressure temperature taps, test connections, flow meters, sensors, switches, and transmitters on insulated pipes. Shape insulation at these connections by tapering it to and around the connection with insulating cement and finish with finishing cement, mastic, and flashing sealant.

D. Install removable insulation covers at locations indicated. Installation shall conform to the following:

1. Make removable flange and union insulation from sectional pipe insulation of same thickness as that on adjoining pipe. Install same insulation jacket as adjoining pipe insulation.
2. When flange and union covers are made from sectional pipe insulation, extend insulation from flanges or union long at least two (2) times the insulation thickness over adjacent

pipe insulation on each side of flange or union. Secure flange cover in place with stainless-steel or aluminum bands. Select band material compatible with insulation and jacket.

3. Construct removable valve insulation covers in same manner as for flanges, except divide the two-part section on the vertical center line of valve body.
4. When covers are made from block insulation, make two (2) halves, each consisting of mitered blocks wired to stainless-steel fabric. Secure this wire frame, with its attached insulation, to flanges with tie wire. Extend insulation at least 2 inches over adjacent pipe insulation on each side of valve. Fill space between flange or union cover and pipe insulation with insulating cement. Finish cover assembly with insulating cement applied in two coats. After first coat is dry, apply and trowel second coat to a smooth finish.

### 3.6 INSTALLATION OF MINERAL-FIBER INSULATION

#### A. Insulation Installation on Straight Pipes and Tubes:

1. Secure each layer of preformed pipe insulation to pipe with wire or bands and tighten bands without deforming insulation materials.
2. Where vapor barriers are indicated, seal longitudinal seams, end joints, and protrusions with vapor-barrier mastic and joint sealant.
3. For insulation with factory-applied jackets on above-ambient surfaces, secure laps with outward clinched staples at 6 inches o.c.
4. For insulation with factory-applied jackets on below-ambient surfaces, do not staple longitudinal tabs. Instead, secure tabs with additional adhesive as recommended by insulation material manufacturer and seal with vapor-barrier mastic and flashing sealant.

#### B. Insulation Installation on Pipe Flanges:

1. Install preformed pipe insulation to outer diameter of pipe flange.
2. Make width of insulation section same as overall width of flange and bolts, plus twice the thickness of pipe insulation.
3. Fill voids between inner circumference of flange insulation and outer circumference of adjacent straight pipe segments with mineral-fiber blanket insulation.
4. Install jacket material with manufacturer's recommended adhesive, overlap seams at least 1 inch, and seal joints with flashing sealant.

#### C. Insulation Installation on Pipe Fittings and Elbows:

1. Install preformed sections of same material as straight segments of pipe insulation when available.
2. When preformed insulation elbows and fittings are not available, install mitered sections of pipe insulation, to a thickness equal to adjoining pipe insulation. Secure insulation materials with wire or bands.

#### D. Insulation Installation on Valves and Pipe Specialties:

1. Install preformed sections of same material as straight segments of pipe insulation when available.
2. When preformed sections are not available, install mitered sections of pipe insulation to valve body.

3. Arrange insulation to permit access to packing and to allow valve operation without disturbing insulation.
4. Install insulation to flanges as specified for flange insulation application.

### 3.7 FINISHES

- A. Insulation with ASJ, Glass-Cloth, or Other Paintable Jacket Material: Paint jacket with paint system identified below.
  1. Flat Acrylic Finish: Two (2) finish coats over a primer that is compatible with jacket material and finish coat paint. Add fungicidal agent to render fabric mildew proof.
    - a. Finish Coat Material: Interior, flat, latex-emulsion size.
- B. Flexible Elastomeric Thermal Insulation: After adhesive has fully cured, apply two (2) coats of insulation manufacturer's recommended protective coating.
- C. Color: As selected by Architect and Owner from manufacturer's entire range. Vary first and second coats to allow visual inspection of the completed Work.
- D. Do not field paint aluminum or stainless-steel jackets.

### 3.9 PIPING INSULATION SCHEDULE, GENERAL

- A. Acceptable preformed pipe and tubular insulation materials and thicknesses are identified for each piping system and pipe size range. If more than one (1) material is listed for a piping system, selection from materials listed is Contractor's option.

### 3.10 INDOOR PIPING INSULATION SCHEDULE

- A. Stormwater and Overflow:
  1. All Pipe Sizes: Insulation shall be the following:
    - a. Mineral-Fiber, Preformed Pipe Insulation, Type I: 1-inch-thick.
- B. Roof Drain and Overflow Drain Bodies:
  1. All Pipe Sizes: Insulation shall be the following:
    - a. Mineral-Fiber, Preformed Pipe Insulation, Type I: 1-inch-thick.

END OF SECTION 220719



SECTION 221423 - STORM DRAINAGE PIPING SPECIALTIES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section Includes:

- 1. Pipe, tube, and fittings.
- 2. Roof drains.

B. Related Sections:

- 1. Section 012100 "Allowances" for work of this Section included in allowances.
- 2. Section 012200 "Unit Prices" for work of this Section included in unit prices.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated.

1.4 QUALITY ASSURANCE

- A. Drainage piping specialties shall bear label, stamp, or other markings of specified testing agency.

1.5 WARRANTY

- A. Special Warranty: Manufacturer agrees to repair or replace components of storm drainage specialties that fail in materials or workmanship within specified warranty period.

- 1. Warranty Period: One (1) year from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 CAST-IRON PIPE AND FITTINGS

- A. Pipe and Fittings: ASTM A 74, Service classes.
- B. Gaskets: ASTM C 564, rubber.
- C. Caulking Materials: ASTM B 29, pure lead and oakum or hemp fiber.



## 2.1 METAL ROOF DRAINS

### A. Cast-Iron, Large-Sump, General-Purpose Roof Drains:

1. Basis-of-Design Product: Subject to compliance with requirements, provide Josam Company; **Series 21500** or comparable product by one (1) of the following:
  - a. Smith, Jay R. Mfg. Co.
  - b. Watts; a Watts Water Technologies company
  - c. Zurn Industries, LLC
  - d. Substitutions: Under provisions of Section 012500 "Substitution Procedures".
2. Standard: ASME A112.6.4, for general-purpose roof drains.
3. Body Material: Cast iron.
4. Dimension of Body: Nominal 15-inch diameter.
5. Combination Flashing Ring and Gravel Stop: Required.
6. Outlet: Bottom.
7. Extension Collars: Required.
8. Underdeck Clamp: Required.
9. Sump Receiver Plate: Required.
10. Dome Material: Cast iron.
11. Perforated Gravel Guard: Not required.
12. Vandal-Proof Dome: Required.

## PART 3 - EXECUTION

### 3.1 INSTALLATION

- A. Drawing plans, schematics, and diagrams indicate general location and arrangement of piping systems. Indicated locations and arrangements were used to size pipe and calculate friction loss, expansion, and other design considerations. Install piping as indicated unless deviations from layout are approved on coordination drawings.
- B. Install piping at indicated slopes.
- C. Install piping free of sags and bends.
- D. Install fittings for changes in direction and branch connections.
- E. Install piping to allow application of insulation.
- F. Make changes in direction for storm drainage piping using appropriate branches, bends, and long-sweep bends. Do not change direction of flow more than 90 degrees. Use proper size of standard increasers and reducers if pipes of different sizes are connected. Reducing size of drainage piping in direction of flow is prohibited.
- G. Install roof drains at low points of roof areas according to roof membrane manufacturer's written installation instructions.

1. Install flashing collar or flange of roof drain to prevent leakage between drain and adjoining roofing. Maintain integrity of waterproof membranes where penetrated.
2. Install expansion joints, if indicated, in roof drain outlets.
3. Position roof drains for easy access and maintenance.

3.2 PROTECTION

- A. Protect drains during remainder of construction period to avoid clogging with dirt or debris and to prevent damage from traffic or construction work.
- B. Place plugs in ends of uncompleted piping at end of each day or when work stops.

END OF SECTION 221423