

PROJECT MANUAL
TOWN OF WATERTOWN, CONNECTICUT



PARTIAL ROOF REPLACEMENT
WATERTOWN HIGH SCHOOL

324 FRENCH STREET
WATERTOWN, CONNECTICUT 06795

STATE PROJECT NO. 153-0055 RR
HRA PROJECT NO. 2024-04

BC/CD Submission: April 2, 2024



HIBBARD & ROSA ARCHITECTS, L.L.C.
100 RIVERVIEW CENTER, SUITE 272
292 MAIN STREET
MIDDLETOWN, CT. 06457

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WATERTOWN HIGH SCHOOL
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ROOF REPLACEMENT WATERBURY HIGH SCHOOL

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INVITATION TO BIDDERS
PARTIAL ROOF REPLACEMENT
WATERTOWN HIGH SCHOOL
WATERTOWN, CT

The Watertown Board of Education will receive sealed bids until 11:00 AM, prevailing local time on Friday May 24, 2024 at Watertown Board of Education Office, 61 Echo Lake Road, Watertown, CT at which time they will be opened and read aloud. The building is open Monday thru Friday between the hours of 8:30 a.m. and 4:30 p.m. Plans and specifications will be made available May 10, 2024 at the following link

1. All bids shall be sealed and clearly labeled Roof Replacement – Watertown High School Contractor submitting bids shall be DAS pre-qualified as “ROOFING”

2. Work required pursuant to this contract includes the following:
 - a. Furnishing all labor, materials, equipment, services and incidentals necessary for the removal of existing roof systems down to the existing metal, tectum, gypsum or concrete roof deck and the installation of the following:
 - A new modified bituminous roof system of approximately 117,341 sq. ft. on tapered insulation on a flat roof deck. The new roof system shall have a base 20 year non-pro-rated, no dollar limit labor and material warranty, with alternate pricing for a 30-year non-pro-rated, no dollar limit labor and material warranty.

3. General and Subcontract Bids shall consist of but are not limited to: general construction, carpentry, sheet metal work, electrical work, site restoration and all other work necessary for or incidental to the full completion of the entire project, including all equipment, labor, material, and incidentals in connection therewith.

4. The work of this contract must be substantially complete by August 16, 2024. If not substantially complete by August 16, 2024 the contractor shall face a penalty of \$100 for every calendar day beyond the substantial completion date.

5. A responsible bid must contain four (4) documents: 1. Bid Bond, 2. The Contractor Prequalification Certificate, 3. Updated (Bid) Statement and Non-Collusive Affidavit, 4. Bid Form The classification ROOFING is required as a minimum.

6. Questions regarding the bid or the Contract Documents may be directed to Watertown Board of Education Office, Facilities Department, 61 Echo Lake Road, Watertown, Connecticut, 06795, Attn: Mr. Luigi Vilardi. E-mail; VelardiLu@watertownps.org

7. Addenda will be issued via email to all mandatory walkthrough respondents and posted on the town website.

8. A Bid Bond of five percent (5%) of the bid amount is required. The selected bidder will be required to post Performance and Payment Bonds in the full amount of the Contract Sum.
9. The successful bidder must file a one hundred percent (100%) Performance Bond, a one hundred percent (100%) Labor & Materials Bond and Certificate of Insurance to the Finance Director within ten (10) days of notice of bid award
10. A mandatory pre-bid meeting between prospective bidders and the Architect will convene in **front of the Watertown High School, located at 324 French Street, Watertown, CT, on Tuesday May 14, 2024 at 3:00 pm** when project details will be discussed and questions answered.
11. All bid proposals must be submitted on the designated forms. The Watertown Board of Education reserves the right to waive any defect in any bid and reserves the right to reject any or all bids. All bids must be completely filled out when submitted.
12. The Watertown Board of Education reserves the right to reject the low bid, or the unit prices when deemed in the best interest of the Owner, and to negotiate with the lowest qualified bidder.

DRAFT AIA® Document A701™ - 1997

Instructions to Bidders

for the following PROJECT:

(Name and location or address)

«Drafts»

«»

THE OWNER:

(Name, legal status and address)

«»

«»

THE ARCHITECT:

(Name, legal status and address)

«»

«»

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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.

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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 other sample bidding and contract forms. The proposed Contract Documents consist of the form of Agreement between the Owner and Contractor, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications and all Addenda issued prior to execution of the Contract.

§ 1.2 Definitions set forth in the General Conditions of the Contract for Construction, AIA Document A201, or in other Contract Documents are applicable to the Bidding Documents.

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

§ 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 as the base, to which Work may be added or from which Work may be deleted for 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 the amount of 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 The Bidder by making a Bid represents that:

§ 2.1.1 The Bidder has read and understands the Bidding Documents or Contract Documents, to the extent that such documentation relates to the Work for which the Bid is submitted, and for other portions of the Project, if any, being bid concurrently or presently under construction.

§ 2.1.2 The Bid is made in compliance with the Bidding Documents.

§ 2.1.3 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 personal observations with the requirements of the proposed Contract Documents.

§ 2.1.4 The Bid is based upon the materials, equipment and systems required by the Bidding Documents without exception.

ARTICLE 3 BIDDING DOCUMENTS

§ 3.1 COPIES

§ 3.1.1 Bidders may obtain complete sets of the Bidding Documents from the issuing office designated in the Advertisement or Invitation to Bid in the number and for the deposit sum, if any, stated therein. The deposit will be refunded to Bidders who submit a bona fide Bid and return the Bidding Documents in good condition within ten days after receipt of Bids. The cost of replacement of missing or damaged documents will be deducted from the deposit. A Bidder receiving a Contract award may retain the Bidding Documents and the Bidder's deposit will be refunded.

§ 3.1.2 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.

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

§ 3.1.4 The Owner and Architect may make copies of the Bidding Documents available on the above terms for the purpose of obtaining Bids on the Work. No license or grant of use is conferred by issuance of copies of the Bidding Documents.

§ 3.2 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

§ 3.2.1 The Bidder shall carefully study and compare the Bidding Documents with each other, and with other work being bid concurrently or presently under construction to the extent that it relates to the Work for which the Bid is submitted, shall examine the site and local conditions, and shall at once report to the Architect errors, inconsistencies or ambiguities discovered.

§ 3.2.2 Bidders and Sub-bidders requiring clarification or interpretation of the Bidding Documents shall make a written request which shall reach the Architect at least seven days prior to the date for receipt of Bids.

§ 3.2.3 Interpretations, corrections and changes of the Bidding Documents will be made by Addendum. Interpretations, corrections and changes of the Bidding Documents made in any other manner will 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 No substitution will be considered prior to receipt of Bids unless written request for approval has been received by the Architect at least ten days prior to the date for receipt of Bids. Such requests shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitution including drawings, performance and test data, and other information necessary for an evaluation. A statement setting forth changes in other materials, equipment or other portions of the Work, including changes in the work of other contracts that incorporation of the proposed substitution would require, shall be included. 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.

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

§ 3.3.4 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 all who are known by the issuing office to have received a complete set of Bidding Documents.

§ 3.4.2 Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.

§ 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 Each Bidder shall ascertain prior to submitting a Bid 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 the Bidding Documents.

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

§ 4.1.3 Sums shall be expressed in both words and figures. In case of discrepancy, the amount written in words shall govern.

§ 4.1.4 Interlineations, alterations and erasures 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."

§ 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 make no 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 of the Bidder and the nature of legal form of the Bidder. The Bidder shall provide evidence of legal authority to perform within the jurisdiction of the Work. Each copy shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further give 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.

§ 4.2 BID SECURITY

§ 4.2.1 Each Bid shall be accompanied by a bid security in the form and amount required if so stipulated in the Instructions to Bidders. The Bidder pledges to enter into a Contract with the Owner on the terms stated in the Bid and will, 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. The amount of the bid security shall not be forfeited to the Owner in the event the Owner fails to comply with Section 6.2.

§ 4.2.2 If a surety bond is required, it shall be written on AIA Document A310, Bid Bond, unless otherwise provided in the Bidding Documents, and the attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of the power of attorney.

§ 4.2.3 The Owner will have the right to retain the bid security of Bidders to whom an award is being considered until either (a) the Contract has been executed and bonds, if required, have been furnished, or (b) the specified time has elapsed so that Bids may be withdrawn or (c) all Bids have been rejected.

§ 4.3 SUBMISSION OF BIDS

§ 4.3.1 All copies of the Bid, the bid security, if any, 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.

§ 4.3.2 Bids shall be deposited at the designated location prior to the time and date for receipt of Bids. Bids received after the time and date for receipt of Bids will be returned unopened.

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

§ 4.3.4 Oral, telephonic, telegraphic, facsimile or other electronically transmitted bids will not be considered.

§ 4.4 MODIFICATION OR WITHDRAWAL OF BID

§ 4.4.1 A Bid may not be modified, withdrawn or canceled by the Bidder during the stipulated time period following the time and date designated for the receipt of Bids, and each Bidder so agrees in submitting a Bid.

§ 4.4.2 Prior to the time and date designated for receipt of Bids, a Bid submitted may be modified or withdrawn by notice to the party receiving Bids at the place designated for receipt of Bids. Such notice shall be in writing over the signature of the Bidder. Written confirmation over the signature of the Bidder shall be received, and date- and time-stamped by the receiving party on or before the date and time set for receipt of Bids. A change shall be so worded as not to reveal the amount of the original Bid.

§ 4.4.3 Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids provided that they are then fully in conformance with these Instructions to Bidders.

§ 4.4.4 Bid security, if required, shall be in an amount sufficient for the Bid as resubmitted.

ARTICLE 5 CONSIDERATION OF BIDS

§ 5.1 OPENING OF BIDS

At the discretion of the Owner, if stipulated in the Advertisement or Invitation to Bid, the properly identified Bids received on time will be publicly opened and will be read aloud. An abstract of the Bids may be made available to Bidders.

§ 5.2 REJECTION OF BIDS

The Owner shall have the right to reject any or all Bids. A Bid not accompanied by a required bid security or by other data required by the Bidding Documents, or a Bid which is in any way incomplete or irregular is subject to rejection.

§ 5.3 ACCEPTANCE OF BID (AWARD)

§ 5.3.1 It is the intent of the Owner to award a Contract to the lowest qualified Bidder provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available. 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 own best interests.

§ 5.3.2 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 low 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, a properly executed AIA Document A305, Contractor's Qualification Statement, unless such a Statement has been previously required and submitted as a prerequisite to the issuance of Bidding Documents.

§ 6.2 OWNER'S FINANCIAL CAPABILITY

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

§ 6.3 SUBMITTALS

§ 6.3.1 The Bidder shall, as soon as practicable or as stipulated in the Bidding Documents, after notification of selection for the award of a Contract, furnish to the Owner through the Architect in writing:

- .1 a designation of the Work to be performed with the Bidder's own forces;
- .2 names of the manufacturers, products, and the suppliers of principal items or systems of materials and equipment proposed for the Work; 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 in writing 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, (1) withdraw the Bid or (2) submit an acceptable substitute person or entity with an adjustment in the Base Bid or Alternate Bid to cover 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. Bonds may be secured through the Bidder's usual sources.

§ 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 If the Owner requires that bonds be secured from other than the Bidder's usual sources, changes in cost will be adjusted as provided in the Contract Documents.

§ 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 be commenced prior thereto 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. Both bonds shall be written in the amount of the Contract Sum.

§ 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 thereto a certified and current copy of the power of attorney.

ARTICLE 8 FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

Unless otherwise required in the Bidding Documents, the Agreement for the Work will be written on AIA Document A101, Standard Form of Agreement Between Owner and Contractor Where the Basis of Payment Is a Stipulated Sum.

ADVERTISEMENT AND BID DOCUMENTS
SUPPLEMENTARY GENERAL CONDITIONS

The General Conditions of this contract are stated in the AIA document A201, “General Conditions of the Contract for Construction” – 2007; a copy of which is bound in with this specification.

These supplementary Conditions contain changes and or additions to the General Conditions, which where they are not specifically herein modified remain in full effect.

Article 1. – General Provisions

1.1.1 Delete the last sentence beginning “Unless specifically enumerated.” and substitute the following:

The Contract Documents also include the Contract Proposal Form and the General Bidding Instructions and all other documents listed in 1.1.7 (PROJECT MANUAL).

1.2 Add the following subparagraph 1.2.3.1:

When applied to materials and equipment required for work, the words “furnish”, “install”, and “provide” shall mean the following. The word provide shall mean to furnish, pay for, deliver, install, adjust, clean, and otherwise make materials and equipment fit and ready for their intended use. The word “furnish” shall mean to secure, pay for deliver to site, unload, and uncrate materials and equipment. The word “install” shall mean to unload, uncrate, place in position, incorporate in the work, adjust clean, make fit and ready for use, and perform all services for materials and/or equipment furnished by others. 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...”

Add the following subparagraph 1.2.3.2:

In the event of a conflict between the documents, the following shall be the order of precedence:

1. Amendments and addenda shall take precedence over the Specifications.
2. The Specification shall take precedence over the drawings.
3. Stated dimensions shall take precedence over small scale dimensions.
4. Large scale detail drawings shall take precedence over small scale drawings.
5. Schedules shall take precedence over other data on the drawings.

Partial Roof Replacement for
Watertown High School
Watertown, CT

Add the following subparagraph 1.2.3.3:

In case of a difference between Drawings and Specifications or within either document itself in describing the work, the better quality, greater quantity, or more costly work will be assumed to be and shall be included in the contract price. Refer the matter to the Architect's attention for resolution prior to bid opening.

Add the following subparagraph 1.2.4:

Before ordering any material or doing any work, the Contractor in all cases shall verify all locations, types, quantities and conditions of materials and shall be responsible for correctness of same.

Add the following subparagraph 1.2.6:

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 the contract (NIC)"

Add the following subparagraph 1.2.7:

Parties to the contract shall not take advantage of obvious errors or apparent discrepancies 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 2. – Owner

2.2 Information and Services Required of the Owner

2.2.5 Delete completely and substitute the following:

Two (2) sets of plans and specifications will be furnished to the bidder or bidders upon award of the contract. Additional sets may be purchased from Hibbard & Rosa Architects, LLC for \$100.00 for one set of plans and one set of specifications.

2.3 Owner's Right to Stop the Work

Add the following subparagraph 2.3.2:

All work and practices of an unsafe nature and not in accordance with the terms of the contract will be disallowed by the Owner or Owner's Representative. The Contractor shall promptly improve on said practices to the satisfaction of the Owner or the Owner's Representative.

Add the following subparagraph 2.3.3:

Neither the final payment nor any partial payment relieves the Contractor of responsibility for faulty materials or workmanship, and unless otherwise specified, they shall make right any defect due therefrom which occurs within the same area.

Add the following subparagraph 2.3.4:

The Owner or Owner's Representative have the authority to stop work whenever the continuation of work threatens the building environment or creates an unsafe condition and the Contractor has not taken appropriate actions to correct deficiencies even when notified and given time to respond.

Article 3. – Contractor

3.1 General

Add the following subparagraph 3.1.4:

The Contractor shall schedule a Pre-Construction meeting with the Owner, Architect, building staff and all other interested parties to review the project and scope of work. The Pre-Construction meeting will be scheduled after the notice of award and prior to the start of any work. The Pre-Construction meeting will be held at the site and will at a minimum include the following:

1. Review scope of work.
2. Review project logistics including but not limited to; site access, storage of materials, removal of debris, interruptions to building operations.
3. Working hours.
4. Contractor's personnel who will have access to the building interior.
5. Staff points of contact.

The Architect will prepare and distribute minutes of the meeting.

3.6.1 Taxes

Add the following subparagraph 3.6.2:

Under the terms of the regulation 16, referring to Contractors and Subcontractors, issued by the State Tax Commission in administration of the State Sales and Use Tax, to which bidder is referred, the Contractor may purchase materials or supplies to be consumed in the performance of the Contract without payment of tax and shall not include in his bid nor change any use or sales tax thereon.

3.7 Permits, Fees, Notices

Add the following subparagraph 3.7.1:

The Town of Watertown will waive the Town's portion of the Building Permit Fee. The Contractor shall be responsible to pay the State of Connecticut's portion of the building permit fee. The Contractor shall pay costs charged by utility companies for service connections, inspections and tests, and related utility company fees normally assessed as a part of the construction process.

Add the following subparagraph 3.7.1.1:

Contractor shall post building permit at job site.

Add the following subparagraph 3.7.5:

It is the Contractor's responsibility to secure all necessary permits and send out proper notifications. Contractor shall bear the cost of all fees above and beyond local building permits. The Contractor shall be responsible for obtaining Certificate of Occupancy and/or Compliance as might be required by the regulating authorities.

3.9 Superintendent

Add the following subparagraph 3.9.4:

The superintendent shall be called a Site Supervisor for purposes of this contract. He will also serve as a competent person per OSHA 29 CFR 1926.1101.

Add the following subparagraph 3.9.5:

The Site Supervisor/Competent Person will be present whenever work of any type is being performed on this project.

3.10 Contractor's Construction Schedules:

Add the following subparagraph 3.10.4:

Liquidated damages of \$100.00 per calendar day will be assessed for late completion of the work.

3.12 Use of the Site

Add the following subparagraph 3.12.11:

Contractor shall submit letter of certification to the Architect for materials and assemblies which are required to have a flame spread or fire rating as described and required by applicable codes and the specifications.

3.17 Royalties and Patents

Add the following subparagraph 3.17.2:

The Contractor shall bear all costs for Patent Infringement penalties, fees and legal costs. The Contractor is responsible for his own licensing on Patents or be prepared to fully defend his discussion on the issue.

3.18 Indemnification

Add the following subparagraph 3.18.2.1:

To the fullest extent permitted by the law, prior to commencing work, the Contractor shall ensure that each subcontractor shall enter into an agreement under which it shall indemnify and hold harmless The Town of Watertown, its officers, agents, servants and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys fees, arising out of or resulting from the performance or lack or performance of the work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including loss of use resulting therefrom and (2) is caused in whole or in part by any negligent act or omission of the subcontractor, any subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person. If any and all claims against anyone hereunder by an employee of the subcontractor, or sub-subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the subcontractor or any sub-subcontractor under the Worker's Compensation Acts, Disability Benefits Acts or other employee benefits act.

Article 7 – Changes in Work

7.1 Changes

7.1.1 Delete completely and substitute the following:

Changes in work may be accomplished after the execution of the Contract, and without invalidating the Contract, by Change Order.

7.1.2 Delete paragraph completely.

7.2 Change Orders

7.2.2 Add the following subparagraph 7.2.2 :

If the cost or credit to the Town of Waterford resulting from a change in the work is determined under clause 7.3.3.1 or 7.3.3.3, the following value of such cost or credit shall be determined as follows:

1. The cost of labor performed and material used by the Contractor with his own forces.
2. The cost of workman's compensation, Federal Social Security, and Connecticut Unemployment Compensation in established rates, actual additional cost of payment and performance bond.
3. The maximum allowable Overhead and Profit markup on any change order for work directly performed by the prime contractor is 10% over direct labor/material costs.
4. The maximum allowable Overhead and Profit markup on any change order for the work performed by a SUBCONTRACTOR of the prime contractor is 10% over the direct labor/material costs of the SUBCONTRACTOR, plus 5% of the total costs for the prime contractor.
5. On work to be performed by a Subcontractor, the Contractor's allowance is to be five (5%) applied to a total cost of Subcontractor's work, including his allowance as per Paragraph 7. The total allowance of the Subcontractor and Contractor shall be fifteen (15%).
6. On any changes involving the Contractor, Subcontractor, or any Contractor of theirs, their total cost and/or omissions shall be combined as one before the application of the percentage allowed for the Contractor's overhead and profit in accordance with Paragraph .5 above.

7. On work to be performed by a subcontractor, the Subcontractor's allowance is to be ten percent (10%) for his overhead and profit applied to paragraphs .1, .2, and .3 above.
8. The Contractor , when performing work under .3 shall , when requested, promptly furnish in a form satisfactory to the Town of East Hartford, itemized statements of the cost of the work so ordered, including but not limited to, certified payrolls and copies of accounts, bills and vouchers to substantiate the above estimates.

7.3.8 Delete paragraph completely

Article 8 – Time

8.3.1 Delete the following from subparagraph 8.3.1:

“or by delay authorized by the owner pending mediation and arbitration”

Article 9 – Payments and Completion

9.3 Applications for Payment

9.3.1.1 Delete paragraph completely

9.4 Certificates for Payment

9.4.1 In first sentence of paragraph change “seven” to “ten”.

Add the following subparagraph 9.4.1.1:

The amount paid the contractor shall be the amount due less five percent (5%) retainage. The retainage will be held by the Owner until the completion of the work.

Add the following subparagraph 9.4.1.2:

The Owner will within thirty (30) calendar days after approval of the application for Payment by the Building Committee , pay the Contractor the due amount, as approved by the Project Architect.

9.5 Decisions to Withhold Certification

Add the following subparagraph 9.5.2.1:

All prior payments are subject to corrections, adjustments made for such corrections may be made only by submission of a corrected Application for Payment.

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9.6 Progress Payments

Add the following subparagraph 9.6.8:

No interest is to be allowed or paid by the Town of Watertown upon any moneys retained under the provisions of this contract.

Add the following subparagraph 9.6.9:

four (4) copies of the Certificate for Payment shall be forwarded to Mr. Thomas Hibbard, Architect, Hibbard & Rosa Architects, LLC. The Contractor shall include two (2) copies of the Certified Payrolls and OSHA 10 cards along with each submission for payment.

9.7 Failure of Payment

9.7.1 In the first sentence of the paragraph, change “seven” to “ten” and “ten” to “fifteen”

9.10 Final Completion and Final Payment

Add the following subparagraph 9.10.1.1:

Upon notice, verbal or written, from the Contractor that the work is complete, the Architect or other designated representative will make a final inspection of the work with the Contractor and will notify him of any defective work and the corrective measure to be taken. The Contractor shall immediately take steps to rectify any defective work.

Add the following subparagraph 9.10.1.2:

After the Contractor has completed any such corrections to the satisfaction of the Architect or other designated representative and delivered all documents as required by the Contract Documents, the Contractor may make application for final payment following the procedure for progress payment. The final application for payment shall be accompanied by such supporting data as the Architect or other designated representative may require, such as legally effective releases or waivers of all liens arising from the Contract Documents for Labor Services, material and equipment furnished hereunder.

Add the following subparagraph 9.10.1.3:

If, on the basis of his observations and review of the work during construction, his final inspection and his approval of the final application for payment, the Architect is satisfied that the work has been completed and that the Contractor has fulfilled all his obligations under the Contract Documents, he will within ten (10) days present the Application for Payment. Otherwise, he will return the application to the Contractor, indicating his reasons for refusal in writing, in which case the Contractor will make the necessary corrections and resubmit the application.

Add the following subparagraph 9.10.1.4:

Before issuance, and as a condition of final payment, the Contractor shall deliver the Certificate of Occupancy to the Owner. If a certificate of Occupancy is not required, deliver a letter from the Building Official saying so.

Add the following subparagraph 9.10.6:

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

State law requires a minimum of twenty-five (25%) percent of the state-funded portion of the contract be set aside for award to subcontractors holding current certification from the Connecticut Department of Administrative services (DAS) under provisions of CT General Statute 4a-60g, as amended. **(25% of the work with DAS certified Small and Minority owned businesses and 25% of that work with DAS certified Minority, Women and/or Disabled owned businesses.)** The Contractor must demonstrate good faith effort to meet the twenty-five (25%) set-aside goals.

For municipal public works contracts and quasi-public agency projects, the contractor must file a written or electronic non-discrimination certification with the Commission on Human Rights and Opportunities. Forms can be found at:
http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav_GID=1806

Article 11 – Insurance and Bonds

11.1 Contractor’s Liability Insurance

Delete the semicolon at the end of clause 11.1.1.1 and add:

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including private entities performing work at the site and exempt from coverage on account of the number of employees or occupation, which entities shall maintain voluntary compensation coverage at the same limits specified for mandatory coverage for the duration of the project;

Delete the semicolon at the end of clause 11.1.1.2 and add:

persons or entities excluded by statute from the requirements of clause 11.1.1.1 but required by the Contract Documents to provide the insurance required by that clause.

Add the following subparagraph 11.1.1.9:

Liability insurance shall include all major divisions of coverage and be on a comprehensive basis including:

1. Premise operations (including X, C and U coverage's as applicable)
2. Independent Contractors' Protective.
3. Products and Completed Operations.
4. Personal Injury Liability with Employment Exclusion deleted.
5. Contractual, including specified provision for Contractor's obligation under paragraph 3.18
6. Owned, non-owned and hired motor vehicles.
7. Broad Form Property Damage including Completed Operations.

Add the following subparagraph 11.1.1.10:

If the General Liability coverage's are provided by a Commercial General Liability Policy on a claims-made basis, the policy date or retroactive date shall predate the contract; the termination date of the policy or applicable extended reporting period shall be no earlier than the termination date of coverage's required to be maintained after final payment, certified in accordance with subparagraph 9.10.2.

Add the following subparagraph 11.1.1.11:

General Liability Insurance shall be as follows:

- Premise and Operations.
- Explosions, Collapse, and Underground Hazards.

Independent Contractors.
Broad Form Property Damage.
Contractual Liability.
Products and Completed Operations.
Personal Injury with Employment Exclusion Deleted.
Occurrence basis.

Bodily Injury:

Each person:	\$1,000,000.00
Each occurrence:	\$1,000,000.00

Property damage:

Each occurrence:	\$1,000,000.00
Aggregate:	\$1,000,000.00

Comprehensive Automobile Liability Insurance shall include non-owned and hired automobiles. Coverage's shall be as follows:

Bodily Injury:

Each person	\$1,000,000.00
Each occurrence	\$1,000,000.00

Property damage:

Each accident:	\$1,000,000.00
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Workman's Compensation:

Connecticut Statutory Coverage

Employer's Liability:

Each person:	\$1,000,000.00
Each occurrence:	\$1,000,000.00

Thirty (30) day notice of cancellation on all policies is required.

All certificates shall be made out to the Contractor and all liability policies shall name the Town of East Hartford, as an additional insured.

Add the following subparagraph 11.1.12:

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Submit ACORD insurance certificates with AIA Document C715 Attachment in triplicate. Answer all questions. Include title of authorized representative who signed certificate and the following statement “ A copy of this certificate is on file in the office of the insurance company which underwrites the policy”.

11.2 Owner’s Liability Insurance

Add the following subparagraph 11.2.2:

Until the work is completed and accepted by the Owner, the Contractor shall purchase and maintain property insurance upon the whole work at the Site to the full insurance value thereof.

11.3 Property Insurance

Add the following subparagraph 11.3.1.6:

All losses defined which are not recoverable by virtue of the \$10,000 Deductible clause shall be absorbed by the Contractor. Equipment and tools of the trade are at the risk of the Contractor. Other losses not covered by this policy will be absorbed by the Contractor.

11.4 Performance Bond and Payment Bond

Add the following subparagraph 11.4.3:

Furnish Performance Bond and Payment Bond for 100% of the Contract Amount, written by a surety licensed to do business in the State of Connecticut.

Article 13 – Miscellaneous Provisions

13.1 Governing Law

Add the following subparagraph 13.1.2:

The Contract shall comply with all applicable laws, regulations, and requirements, Federal, State of Connecticut and Local. All State, County and Town codes and ordinances are applicable. The Contractor shall adhere to all OSHA job safety requirements, and otherwise observe safe working practices. All details of the work shall be made in strict accordance with the latest edition of the National Electrical code.

13.6 Interest

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Delete paragraph 13.6 in its entirety

13.8 Expenses Incurred as a Result of Default or Breach

Add the following paragraph 13.8:

If any party of this contract shall default or breach any of its Obligations, the defaulting or breaching party shall pay to the non- defaulting/breaching party all reasonable cost and expenses incurred in enforcing this contract, including a reasonable attorney fee.

13.9 Prevailing Wage Requirements

Add the following paragraphs 13.9.1:

Attention is called to the fact that no less than the prevailing wage rates set forth by the State of Connecticut pursuant to section 31-53/31-54 of the Connecticut General Statutes as amended and as referenced in the Specifications must be paid on this project. Such schedule will be furnished to any person requesting the same at no cost. Attention is called to the requirements for Workman's Compensation and Condition of Employment.

Add the following subparagraph 13.9.2:

A list of applicable prevailing wage rates must be posted in a conspicuous location at the work site for all of the Contractor's employees to see.

Article 14 – Termination or Suspension of the Contract

14.1 Termination by the Contractor

Add the following subparagraph 14.1.1.5:

Fails to remedy defective work.

Add the following subparagraph 14.1.1.6:

Third party claims against owner or reasonable evidence indicating probability of filing of such claim or claims.

Add the following subparagraph 14.1.1.7:

Reasonable evidence that work will not be completed within the Contract time.

Add the following subparagraph 14.1.1.8:

Persistent failure to carry out the work in accordance with the Contract Documents.

Add the following subparagraph 14.1.1.9:

Unnecessary or unreasonable delay in performing the work.

Add the following subparagraph 14.1.1.10:

This contract may be terminated if the Contractor is adjudged bankrupt, or, if he makes a general assignment for the benefit of his creditors, or if a receiver is appointed on account of his insolvency.

14.2 Termination by the Owner for Cause

Delete completely and substitute the following subparagraph 14.2.2.3:

Furnish the work by whatever reasonable method the Owner may deem expedient.

14.3 Termination by the Owner for convenience

14.4.3 Delete completely and substitute the following:

14.4.3 In the case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the work executed.

End of Supplementary Conditions

ADVERTISEMENT AND BID DOCUMENTS
SUPPLEMENTARY INSTRUCTION TO BIDDERS

The Instruction to Bidders of this contract are stated in the AIA document A701, “Instruction To Bidders” – 1997; a copy of which is bound in with this specification.

These supplementary Conditions contain changes and or additions to the Instruction to Bidders, which where they are not specifically herein modified remain in full effect.

PART 1 GENERAL

1.1 COMPLETION DATE

- A. All work as required by these specifications and drawings shall be completed by the date stipulated in the Contract Bid Form. There is no exception to this contract requirement, unless approved otherwise by contract change order.
- B. If the work for this project is not substantially completed by 11:59 PM by the dates stipulated in the Contract Bid form for each of the bid components requiring durations or deadlines, liquidated damages of One Hundred Dollars (\$100.00) per day or part of 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 the project manual. “Substantial Completion” is further defined as the date at which the local authorities with jurisdiction over the project grant a temporary or permanent certificate of occupancy for each project area.

1.2 RESPONSIBIITY FOR MEASUREMENT OF QUANTITIES

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

1.3 DISCREPANCIES AND ADDENDA

- A. Should a bidder find any discrepancies in the Drawings and Specifications, or should they be in doubt as to the meaning, they shall notify the Owner at once, who will post a written addendum to the Town’s website www.watertownct.org 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.

1.4 MODIFICATIONS TO AIA DOCUMENT A701, Instructions to Bidders, Fifth Edition, 1997. 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.
- 3.4.1 Revise to read as follows: Addenda will be posted to the Town of Watertown's website, www.watertownct.org
- 3.4.3 Revise to read as follows: Addenda will be issued no later than 5:00 PM May 23, 2024. except an addendum withdrawing the request for Bids or one which includes postponement of the date for receipt of bids.

ARTICLE 4 Make the following changes:

- 4.2.2 Revise to read as follows: Bid surety to be furnished on standard forms by Bidder's surety.
- 4.3.2 Revise: "be returned unopened" to read "not be opened"

ARTICLE 5 Make the following changes:

- 5.1 Revise to read as follows: The properly identified Bids received on time will be publicly opened and read aloud. An abstract of the Bids may be available to Bidders and will posted on the Town of Watertown's website, www.watertownct.org

ARTICLE 6 Make the following changes:

- 6.1 The Owner will make investigations as deemed 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.
- 6.2 Delete in its entirety.

ARTICLE 7 Make the following changes:

- 7.2.2 Delete in its entirety.

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 as 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 the 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 the 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.
 - 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 the 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.

- 7.6.3 Obtain Bids 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 suety equivalent to the bonds 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.
- 7.6.4 (a) 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.
- 7.6.4 (b) 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 this 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 finished to comply with a statutory or other legal requirement in the location where the construction was performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted here-from 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.

Add the following:

ARTICLE 9

- 9.1 CLEANING UP: The Contractor shall provide all project cleaning and removal of materials along with protection of the work and existing conditions. 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 twenty-four (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 twenty-four (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.
- 9.2 REMOVAL OF MATERIALS: All removed materials and rubbish shall be constantly sprinkled with water or other dusting agent to mitigate dust. Provide shop drop cloths or other type of coverings to prevent infiltration of dust to other parts of the existing building.
- 9.3 PROTECTION OF EXISTING UTILITIES AND SERVICES: The Contractor shall locate and mark the exact locations of the utilities or services and adequately protect them from damage during the work. In the event that any are accidentally disturbed, the Contractor shall repair or replace such damage immediately and restore service as promptly as possible.
- 9.4 OVERTIME: The Contractor must include within their base price all overtime, nights, holidays and weekends as required to meet the Project Completion date.

- 9.5 PERMITS: The Contractor must obtain their own town building permits at no additional charge to the Owner. Town of Watertown permits can be obtained from the Town of Watertown at No Cost to the Contractor except for the State Education permit cost of \$0.26/\$1,000.00 value.
- 9.7 SUPERVISION: The Contractor must provide full-time, properly qualified on-site supervision for the entire duration of the project, while work persons are on site.
- 9.8 GUARANTEES: The workmanship and materials for this project shall be guaranteed by the Contractor in writing on the Contractor's letterhead, for two (2) years from the date of Substantial Completion except as modified by the Contract Documents.

ARTICLE 10

- 10.1 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 Supplementary Instructions

TOWN OF WATERTOWN

To: Watertown Board of Education
61 Echo Lake Road
Watertown, CT 06795

Project: Partial Roof Replacement for Watertown High School
324 French Street
Watertown, CT 06795

The undersigned _____ doing business in the Town
of _____, County
of _____, State
of _____, submits herewith, in conformity
with the specifications dated April 2, 2024, the following proposal.

PARTIAL ROOF REPLACEMENT – WATERTOWN HIGH SCHOOL

BID: .Two ply modified membrane roof system of approximately 117,341 sq. ft. on a tapered insulation system on a flat roof deck. The new modified bituminous membrane roof system shall have a 20 year non pro-rated, no dollar limit labor and material warranty in the base bid and an alternate for a 30 year non pro-rated, no dollar limit labor and material warranty.

1. BASE BID

\$ _____

(_____)

- 2. ADD ALTERNATE #1** Increase the warranty period of the two ply modified membrane roof system from 20 years to 30 years, as detailed in the contract documents. All other requirements of the two ply modified roof systems and requirements shall remain the same.

\$ _____

(_____)

written figures

Partial Roof Replacement for
Watertown High School
Watertown, CT

3. TOTAL BID (includes base bid, add alternate #1 and the allowance for polyisocyanurate insulation)

\$ _____

(_____)
written figures

	Unit	Added
1. Repair/patch metal roof deck	Sq. Ft.	_____
2. Repair/patch tectum roof deck	Sq. Ft.	_____
3. Repair/patch gypsum roof deck	Sq. Ft.	_____
4. Repair/patch concrete roof deck	Sq. Ft.	_____
5. Replace deteriorated wood blocking with new wood blocking.	Ln. Ft.	_____
6. Mudded pipe fitting/roof drain insulation, removal and disposal as ACM	Per Fitting	_____
6. Glove bag, removal and disposal as ACM	Glove Bag	_____
7. Pipe and pipe fitting insulation, removal and disposal as ACM	Ln. Ft.	_____

4. Name of Subcontractor(s) to be utilized.

5. Forms Included: The Bidder shall attach the following documents to the Bid:

- a. Bid Bond
- b. Non-Collusive Affidavit
- c. Contractor Prequalification Statement
- d. Updated Bid Statement
- e. Current DAS Certificate

Name of Bidder: _____

By _____

Title _____

Address of Bidder _____

Telephone No. _____

E-mail. _____

6. Receipt of Addenda: Receipt of the following Addenda is hereto acknowledged:

Addendum	Signature	Date
No. 1	_____	_____
No. 2	_____	_____
No. 3	_____	_____
No. 4	_____	_____

TOWN OF WATERTWON REQUESTS FOR BIDS

Under penalty of perjury and other remedies available to the Town of Watertown, Watertown, CT the undersigned certifies this bid is submitted without collusion and all responses are true and accurate. If awarded this bid, it is agreed this forms a contractual obligation to provide services at fees specified in this Bid Form, subject to and in accordance with all instructions and contract documents, including any addenda, which are all made part of this bid.

Signature of Authorized Person

Date

Printed Name of Authorized Person

Company Title of Authorized Person

Name of Company

Address of Company

City, State, and Zip Code

Telephone Number

E-mail

Partial Roof Replacement for
Watertown High School
Watertown, CT

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.

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

(Revised 09/3/15)

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2) Description of Job Categories (as used in Part IV Bidder Employment Information) (Page 2)

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.

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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.

3) Definition of Racial and Ethnic Terms (as used in Part IV Bidder Employment Information) (Page 3)

<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 1 – Bidder Information

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

PART II - Bidder Nondiscrimination Policies and Procedures

<p>1. Does your company have a written Affirmative Action/Equal Employment Opportunity statement posted on company bulletin boards? Yes <input type="checkbox"/> No <input type="checkbox"/></p>	<p>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 <input type="checkbox"/> No <input type="checkbox"/></p>
<p>2. Does your company have the state-mandated sexual harassment prevention in the workplace policy posted on company bulletin boards? Yes <input type="checkbox"/> No <input type="checkbox"/></p>	<p>8. Do you, upon request, provide reasonable accommodation to employees, or applicants for employment, who have physical or mental disability? Yes <input type="checkbox"/> No <input type="checkbox"/></p>
<p>3. Do you notify all recruitment sources in writing of your company's Affirmative Action/Equal Employment Opportunity employment policy? Yes <input type="checkbox"/> No <input type="checkbox"/></p>	<p>9. Does your company have a mandatory retirement age for all employees? Yes <input type="checkbox"/> No <input type="checkbox"/></p>
<p>4. Do your company advertisements contain a written statement that you are an Affirmative Action/Equal Opportunity Employer? Yes <input type="checkbox"/> No <input type="checkbox"/></p>	<p>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 <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/></p>
<p>5. Do you notify the Ct. State Employment Service of all employment openings with your company? Yes <input type="checkbox"/> No <input type="checkbox"/></p>	<p>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 <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/></p>
<p>6. Does your company have a collective bargaining agreement with workers? Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>6a. If yes, do the collective bargaining agreements contain non-discrimination clauses covering all workers? Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>6b. Have you notified each union in writing of your commitments under the nondiscrimination requirements of contracts with the state of CT? Yes <input type="checkbox"/> No <input type="checkbox"/></p>	<p>12. Does your company have a written affirmative action Plan? Yes <input type="checkbox"/> No <input type="checkbox"/> If no, please explain.</p> <p>13. Is there a person in your company who is responsible for equal employment opportunity? Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, give name and phone number:</p>

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)

PART V - Bidder Hiring and Recruitment Practices

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	<input type="checkbox"/>	<input type="checkbox"/>			Work Experience
Private Employment Agencies	<input type="checkbox"/>	<input type="checkbox"/>			Ability to Speak or Write English
Schools and Colleges	<input type="checkbox"/>	<input type="checkbox"/>			Written Tests
Newspaper Advertisement	<input type="checkbox"/>	<input type="checkbox"/>			High School Diploma
Walk Ins	<input type="checkbox"/>	<input type="checkbox"/>			College Degree
Present Employees	<input type="checkbox"/>	<input type="checkbox"/>			Union Membership
Labor Organizations	<input type="checkbox"/>	<input type="checkbox"/>			Personal Recommendation
Minority/Community Organizations	<input type="checkbox"/>	<input type="checkbox"/>			Height or Weight
Others (please identify)	<input type="checkbox"/>	<input type="checkbox"/>			Car Ownership
	<input type="checkbox"/>	<input type="checkbox"/>			Arrest Record
	<input type="checkbox"/>	<input type="checkbox"/>			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)
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Sec. 4a-60. (Formerly Sec. 4-114a). Nondiscrimination and affirmative action provisions in awarding agency, municipal public works and quasi-public agency project contracts. (a) Every contract to which an awarding agency is a party, every quasi-public agency project contract and every municipal public works contract shall contain the following provisions:

(1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut; and the contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved;

(2) The contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an “affirmative action-equal opportunity employer” in accordance with regulations adopted by the Commission on Human Rights and Opportunities;

(3) The contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;

(4) The contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e, 46a-68f and 46a-86; and

(5) The contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor as relate to the provisions of this section and section 46a-56.

(b) If the contract is a public works contract, municipal public works contract or contract for a quasi-public agency project, the contractor agrees and warrants that he or she will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works or quasi-public agency project.

(c) (1) Any contractor who has one or more contracts with an awarding agency or who is a party to a municipal public works contract or a contract for a quasi-public agency project, where any such contract is valued at less than fifty thousand dollars for each year of the contract, shall provide the awarding agency, or in the case of a municipal public works or quasi-public agency project contract, the Commission on Human Rights and Opportunities, with a written or electronic representation that complies with the nondiscrimination agreement and warranty under subdivision (1) of subsection (a) of this section,

provided if there is any change in such representation, the contractor shall provide the updated representation to the awarding agency or commission not later than thirty days after such change.

(2) Any contractor who has one or more contracts with an awarding agency or who is a party to a municipal public works contract or a contract for a quasi-public agency project, where any such contract is valued at fifty thousand dollars or more for any year of the contract, shall provide the awarding agency, or in the case of a municipal public works or quasi-public agency project contract, the Commission on Human Rights and Opportunities, with any one of the following:

(A) Documentation in the form of a company or corporate policy adopted by resolution of the board of directors, shareholders, managers, members or other governing body of such contractor that complies with the nondiscrimination agreement and warranty under subdivision (1) of subsection (a) of this section;

(B) Documentation in the form of a company or corporate policy adopted by a prior resolution of the board of directors, shareholders, managers, members or other governing body of such contractor if (i) the prior resolution is certified by a duly authorized corporate officer of such contractor to be in effect on the date the documentation is submitted, and (ii) the head of the awarding agency, or a designee, or in the case of a municipal public works or quasi-public agency project contract, the executive director of the Commission on Human Rights and Opportunities or a designee, certifies that the prior resolution complies with the nondiscrimination agreement and warranty under subdivision (1) of subsection (a) of this section;
or

(C) Documentation in the form of an affidavit signed under penalty of false statement by a chief executive officer, president, chairperson or other corporate officer duly authorized to adopt company or corporate policy that certifies that the company or corporate policy of the contractor complies with the nondiscrimination agreement and warranty under subdivision (1) of subsection (a) of this section and is in effect on the date the affidavit is signed.

(3) No awarding agency, or in the case of a municipal public works contract, no municipality, or in the case of a quasi-public agency project contract, no entity, shall award a contract to a contractor who has not provided the representation or documentation required under subdivisions (1) and (2) of this subsection, as applicable. After the initial submission of such representation or documentation, the contractor shall not be required to resubmit such representation or documentation unless there is a change in the information contained in such representation or documentation. If there is any change in the information contained in the most recently filed representation or updated documentation, the contractor shall submit an updated representation or documentation, as applicable, either (A) not later than thirty days after the effective date of such change, or (B) upon the execution of a new contract with the awarding agency, municipality or entity, as applicable, whichever is earlier. Such contractor shall also certify, in accordance with subparagraph (B) or (C) of subdivision (2) of this subsection, to the awarding agency or commission, as applicable, not later than fourteen days after the twelve-month anniversary of the most recently filed representation, documentation or updated representation or documentation, that the representation on file with the awarding agency or commission, as applicable, is current and accurate.

(d) For the purposes of this section, "contract" includes any extension or modification of the contract, "contractor" includes any successors or assigns of the contractor, "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced, and "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or

regarding a person as having one or more such disorders. For the purposes of this section, "contract" does not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, unless the contract is a municipal public works contract or quasi-public agency project contract, (2) any other state, as defined in section 1-267, (3) the federal government, (4) a foreign government, or (5) an agency of a subdivision, state or government described in subdivision (1), (2), (3) or (4) of this subsection.

(e) For the purposes of this section, "minority business enterprise" means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) Who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.

(f) Determination of the contractor's good faith efforts shall include, but shall not be limited to, the following factors: The contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission on Human Rights and Opportunities may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

(g) The contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission on Human Rights and Opportunities, of its good faith efforts.

(h) The contractor shall include the provisions of subsections (a) and (b) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state, and in every subcontract entered into in order to fulfill any obligation of a municipal public works contract or contract for a quasi-public agency project, and such provisions shall be binding on a subcontractor, vendor or manufacturer, unless exempted by regulations or orders of the Commission on Human Rights and Opportunities. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions, including sanctions for noncompliance in accordance with section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission regarding a state contract, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

Sec. 4a-60a. Provisions re nondiscrimination on the basis of sexual orientation required in awarding agency, municipal public works and quasi-public agency project contracts. (a) Every contract to which an awarding agency is a party, every contract for a quasi-public agency project and every municipal public works contract shall contain the following provisions:

(1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation;

(2) The contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;

(3) The contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to section 46a-56; and

(4) The contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor which relate to the provisions of this section and section 46a-56.

(b) (1) Any contractor who has one or more contracts with an awarding agency or who is a party to a municipal public works contract or a contract for a quasi-public agency project, where any such contract is valued at less than fifty thousand dollars for each year of the contract, shall provide the awarding agency, or in the case of a municipal public works or quasi-public agency project contract, the Commission on Human Rights and Opportunities, with a written representation that complies with the nondiscrimination agreement and warranty under subdivision (1) of subsection (a) of this section.

(2) Any contractor who has one or more contracts with an awarding agency or who is a party to a municipal public works contract or a contract for a quasi-public agency project, where any such contract is valued at fifty thousand dollars or more for any year of the contract, shall provide such awarding agency, or in the case of a municipal public works or quasi-public agency project contract, the Commission on Human Rights and Opportunities, with any of the following:

(A) Documentation in the form of a company or corporate policy adopted by resolution of the board of directors, shareholders, managers, members or other governing body of such contractor that complies with the nondiscrimination agreement and warranty under subdivision (1) of subsection (a) of this section;

(B) Documentation in the form of a company or corporate policy adopted by a prior resolution of the board of directors, shareholders, managers, members or other governing body of such contractor if (i) the prior resolution is certified by a duly authorized corporate officer of such contractor to be in effect on the date the documentation is submitted, and (ii) the head of the awarding agency, or a designee, or in the case of a municipal public works or quasi-public agency project contract, the executive director of the Commission on Human Rights and Opportunities or a designee, certifies that the prior resolution complies with the nondiscrimination agreement and warranty under subdivision (1) of subsection (a) of this section; or

(C) Documentation in the form of an affidavit signed under penalty of false statement by a chief executive officer, president, chairperson or other corporate officer duly authorized to adopt company or corporate policy that certifies that the company or corporate policy of the contractor complies with the nondiscrimination agreement and warranty under subdivision (1) of subsection (a) of this section and is in effect on the date the affidavit is signed.

(3) No awarding agency, or in the case of a municipal public works contract, no municipality, or in the case of a quasi-public agency project contract, no entity, shall award a contract to a contractor who has

not provided the representation or documentation required under subdivisions (1) and (2) of this subsection, as applicable. After the initial submission of such representation or documentation, the contractor shall not be required to resubmit such representation or documentation unless there is a change in the information contained in such representation or documentation. If there is any change in the information contained in the most recently filed representation or updated documentation, the contractor shall submit an updated representation or documentation, as applicable, either (A) not later than thirty days after the effective date of such change, or (B) upon the execution of a new contract with the awarding agency, municipality, or entity, as applicable, whichever is earlier. Such contractor shall also certify, in accordance with subparagraph (B) or (C) of subdivision (2) of this subsection, to the awarding agency or commission, as applicable, not later than fourteen days after the twelve-month anniversary of the most recently filed representation, documentation or updated representation or documentation, that the representation on file with the awarding agency or commission, as applicable, is current and accurate.

(4) For the purposes of this section, “contract” includes any extension or modification of the contract, and “contractor” includes any successors or assigns of the contractor. For the purposes of this section, “contract” does not include a contract where each contractor is (A) a political subdivision of the state, including, but not limited to, a municipality, unless the contract is a municipal public works contract or quasi-public agency project contract, (B) any other state, as defined in section 1-267, (C) the federal government, (D) a foreign government, or (E) an agency of a subdivision, state or government described in subparagraph (A), (B), (C) or (D) of this subdivision.

(c) The contractor shall include the provisions of subsection (a) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state, and in every subcontract entered into in order to fulfill any obligation of a municipal public works contractor contract for a quasi-public agency project, and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission on Human Rights and Opportunities. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions, including sanctions for noncompliance in accordance with section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission regarding a state contract, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

Sec. 46a-71. (Formerly Sec. 4-61d). Discriminatory practices by state agencies prohibited. (a) All services of every state agency shall be performed without discrimination based upon race, color, religious creed, sex, gender identity or expression, marital status, age, national origin, ancestry, intellectual disability, mental disability, learning disability or physical disability, including, but not limited to, blindness.

(b) No state facility may be used in the furtherance of any discrimination, nor may any state agency become a party to any agreement, arrangement or plan which has the effect of sanctioning discrimination.

(c) Each state agency shall analyze all of its operations to ascertain possible instances of noncompliance with the policy of sections 46a-70 to 46a-78, inclusive, and shall initiate comprehensive programs to remedy any defect found to exist.

(d) Every state contract or subcontract for construction on public buildings or for other public work or for goods and services shall conform to the intent of section 4a-60.

Sec. 46a-81i. Sexual orientation discrimination: Services of state agencies. (a) All services of every state agency shall be performed without discrimination based upon sexual orientation.

(b) No state facility may be used in the furtherance of any discrimination, nor may any state agency become a party to any agreement, arrangement or plan which has the effect of sanctioning discrimination.

(c) Each state agency shall analyze all of its operations to ascertain possible instances of noncompliance with the policy of sections 46a-81h to 46a-81n, inclusive, and shall initiate comprehensive programs to remedy any defect found to exist.

(d) Every state contract or subcontract for construction on public buildings or for other public work or for goods and services shall conform to the intent of section 4a-60a.

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Agency

Commission on Human Rights and Opportunities

Subject

Contract Compliance

Inclusive Sections

§§ 46a-68j-1—46a-68j-43

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Sec. 46a-68j-1—46a-68j-18. Repealed

Repealed August 23, 1990.

Sec. 46a-68j-19—46a-68j-20. Reserved

Part I

Definitions and General Provisions

Sec. 46a-68j-21. Definitions

As used in Sections 46a-68j-21 to 46a-68j-43 inclusive:

(1) “Affirmative action” means positive action, undertaken with conviction and effort, to overcome the present effects of past discriminatory practices, to achieve the full and fair participation of women and minorities in contract and employment opportunity, and to assure that qualified minority business enterprises enter the economic mainstream of this state’s economy. Additionally, “affirmative action” shall mean the responsibility of contractors to develop and implement strategies to achieve equality of contracting and employment opportunity as required by Sections 46a-68c and 46a-68d of the Connecticut General Statutes, as amended by Sections 3 and 4, respectively, of Public Act 89-253;

(2) “Agency” means the state or any political subdivision of the state other than a municipality;

(3) “Awarding agency” means an agency which has awarded or granted a contract subject to Section 4a-60 of the Connecticut General Statutes, as amended by Section 2 of Public Act 89-253;

(4) “Commission” means the commission on human rights and opportunities created by Section 46a-52 of the Connecticut General Statutes as amended by Section 1 of Public Act 89-332;

(5) “Contract” means any agreement, written or otherwise, between any person and an awarding agency for goods or services;

(6) “Contract compliance requirements” or “contract compliance statutes” means, if the awarding agency is the state, both Sections 4a-60, as amended by Section 2 of Public Act 89-253, and 46a-71(d) of the Connecticut General Statutes; and, if the awarding agency is a political subdivision of the state other than a municipality, but not the state, only Section 4a-60 of the Connecticut General Statutes, as amended by Section 2 of Public Act 89-253;

(7) “Contractor” means a party to a contract with an awarding agency, and includes a contractor’s agents, successors, assigns or any other present or future enterprise sharing one or more of the following characteristics with the contractor: (a) interlocking directorships; (b) interrelation of operations (c) common management; (d) common control of labor relations, (e) common ownership of stock, equipment or materials; (f) common financial control of operations; or (g) any other factor evidencing such intermingling of affairs that

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it is unjust to recognize the separate existence of otherwise nominally independent entities. In addition to the foregoing, the word “contractor” shall include a subcontractor if the awarding agency is the state or if the contract is for a public works project;

(8) “Discriminatory practice” means the violation of law referred to in Section 46a-51(8) of the Connecticut General Statutes;

(9) “Good faith” means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;

(10) “Good faith efforts” means, but is not limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;

(11) “Minority business enterprise” means a business meeting the criteria set forth in Section 4a-60 of the Connecticut General Statutes, as amended by Section 2 of Public Act 89-253;

(12) “Party” means a person having a legal or property interest in a contract;

(13) “Person” means one or more individuals, partnerships, associations, corporations, legal representatives, trustees, trustees in bankruptcy, receivers and the state and all political subdivisions and agencies thereof;

(14) “Political subdivision of the state” means a body politic and corporate or other public instrumentality exercising some portion of the sovereign power of the State of Connecticut;

(15) “Protected group” means those classes or groups of persons specified in and protected by either applicable state or federal antidiscrimination laws, except that, for affirmative action purposes, the limitations set forth in Section 46a-61 of the Connecticut General Statutes shall apply;

(16) “Public works contract” or “public works project” means a contract for public works as defined in Section 46a-68b of the Connecticut General Statutes as amended by Section 1 of Public Act 89-253;

(17) “Reasonable technical assistance and training” means, but is not limited to, the extension of the following kinds of support services by a contractor to a minority business enterprise: providing assistance in bidding and estimating costs of projects, goods or services; providing assistance in the selection, organization and scheduling of suitable projects, goods or services; providing equipment or skilled personnel, under the direction and control of the minority business enterprise, to allow such enterprise either to bid on or complete a project or to obtain or supply goods or services; or any advice, assistance or training of a similar character designed to allow the minority business enterprise to enter into or fulfill contractual obligations;

(18) “State” means the state of Connecticut including each agency, department, board, commission or council thereof but not any political subdivision of the state or a municipality;

(19) “Subcontract” means any agreement subordinate to another contract, written or otherwise, between a party to the original contract and one who is not a party to that contract;

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(20) “Subcontractor” means a party to a subcontract with a contractor who has agreed to provide some or all of the goods and services the original contractor is required to provide;

(21) “Support data” means statistical data, books and records of account, personnel files and other materials and information regarding compliance with antidiscrimination and contract compliance statutes;

(22) “Technical assistance and training” means the financial, technical or other resources traditionally unavailable to minority business enterprises that a contractor extends to enable such enterprises to compete in the market place as any other contractor, such assistance being provided by the contractor in such a way and in such a manner as not to compromise or impair the integrity of such enterprises as legitimate minority businesses fully meeting the requirements of Section 4a-60 of the Connecticut General Statutes.

(Effective August 23, 1990)

Sec. 46a-68j-22. Nondiscrimination clause

(a) Every contract or subcontract subject to contract compliance requirements shall contain the covenants required by Section 4a-60 of Connecticut General Statutes, as amended by Section 2 of Public Act 89-253.

(b) The contract provisions required by Section 4a-60 of the Connecticut General Statutes, as amended by Section 2 of the Public Act 89-253, shall be an implied term of every contract to which an awarding agency is a party, regardless of whether they are expressly incorporated into the contract.

(c) Failure to include the contract provision required by Section 4a-60 of the Connecticut General Statutes, as amended by Section 2 of Public Act 89-253, in a contract or subcontract subject to contract compliance requirements, or ignorance of contract compliance requirements shall not excuse a party from complying with the mandates expressed in Sections 4a-60, as amended by Section 2 of Public Act 89-253, or 46a-71 (d) of the Connecticut General Statutes.

(Effective August 23, 1990)

Part II

Obligations of Contractors

Sec. 46a-68j-23. Obligations of contractors

Every contractor awarded a contract subject to contract compliance requirements shall:

(1) comply fully with all federal and state antidiscrimination and contract compliance laws, and shall not discriminate or permit a discriminatory practice to be committed;

(2) cooperate fully with the commission;

(3) submit periodic reports of its employment and subcontracting practices in such a form, in such a manner and at such a time as may be prescribed by the commission;

(4) provide reasonable technical assistance and training to minority business enterprises to promote the participation of such concerns in state contracts and subcontracts;

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(5) make a good faith effort, based upon the availability of minority business enterprises in the labor market area, to award a reasonable proportion of all subcontracts to such enterprises;

(6) maintain full and accurate support data for a period of two (2) years from the date the record is made or the date the contract compliance form is submitted, whichever is later, provided that this provision shall not excuse compliance with any other applicable record retention statute, regulation or policy providing for a period of retention in excess of two (2) years;

(7) not discharge, discipline or otherwise discriminate against any person who has filed a complaint, testified or assisted in any proceeding with the commission;

(8) make available for inspection and copying any support data requested by the commission, and make available for interview any agent, servant or employee having knowledge of any matter concerning the investigation of a discriminatory practice complaint or any matter relating to a contract compliance review;

(9) include a provision in all subcontracts with minority business enterprises requiring that the minority business enterprise provide the commission with such information on its structure and operations as the commission finds necessary to make an informed determination as to whether the standards of Section 4a-60 of the Connecticut General Statutes, as amended by Section 2 of Public Act 89-253, have been met; and

(10) undertake such other reasonable activities or efforts as the commission may prescribe to ensure the participation of minority business enterprises as state contractors and subcontractors.

(Effective August 23, 1990)

Sec. 46a-68j-24. Utilization of minority business enterprises

(a) Contractors shall make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on all projects subject to contract compliance requirements.

(b) Contractors shall certify under oath to the commission and the awarding agency that minority businesses selected as subcontractors and suppliers of materials meet the criteria for minority business enterprises set out in Section 4a-60 of the Connecticut General Statutes, as amended by Section 2 of Public Act 89-253, if such businesses are not currently registered with the department of economic development and if the contractor wishes the commission to consider favorably the selection of an unregistered minority business enterprise in the evaluation of the contractor's good faith efforts. If the contractor does not wish the commission to consider its selection of an unregistered minority business enterprise in its evaluation of the contractor's good faith efforts, no certification need be made. The commission shall accept the registration of a minority business enterprise by the department of economic development, unless the commission determines, pursuant to Section 46a-68j-35, or from information received pursuant to Section 46a-68e of the Connecticut General Statutes that an enterprise fails to meet the standards contained in Section 4a-60 of the

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Connecticut General Statutes, as amended by Section 2 of Public Act 89-253. Pursuant to Section 46a-77 of the Connecticut General Statutes, the department of economic development and other interested state agencies shall cooperate with the commission to assure that a uniform and complete list of legitimate minority business enterprises is maintained to promote the full and fair utilization of such enterprises in all contracts subject to minority business enterprise requirements.

(c) Where the awarding agency is the state or where the contract awarded is for a public works project, the commission, in its evaluation of a contractor's good faith efforts, may require that a minority business enterprise selected as a subcontractor or supplier of materials provide the commission with such information on its structure and operations as the commission finds necessary to make an informed determination as to whether the standards contained in Section 4a-60 of the Connecticut General Statutes, as amended by Section 2 of Public Act 89-253, have been met. If the minority business enterprise, whether registered or not registered with the department of economic development, fails to provide the commission with the required information and the contractor fails to demand performance by the subcontractor, the commission shall not consider such enterprise in its evaluation of the contractor's good faith efforts.

(d) Awarding agencies shall carefully monitor the contractor's selection of subcontractors and suppliers of materials to ensure compliance with Section 32-9e of the Connecticut General Statutes and Section 46a-68-35 (b). The awarding agency's obligation to monitor the contractor's actions shall be a continuing one, and failure to do so shall be deemed a failure to cooperate with the commission.

(e) The commission shall monitor a contractor's good faith efforts in the same manner provided for monitoring a contractor's compliance with antidiscrimination and contract compliance statutes.

(Effective August 23, 1990)

Sec. 46a-68j-25. Affirmative action obligations of contractors required to file plans pursuant to Section 46a-68c of the Connecticut General Statutes, as amended by Section 3 of Public Act 89-253

(a) In addition to the obligations of Section 46a-68j-23, and 24, a contractor subject to the requirements of Section 46a-68c of the Connecticut General Statutes, as amended by Section 3 of Public Act 89-253, shall develop and implement an affirmative action plan conforming to Section 46a-68j-27. Such plan shall be filed with the commission within thirty (30) days of the date the contract is awarded. For good cause shown, the commission may extend the time for filing the plan. No plan shall be considered a plan unless and until it is approved by the commission. Plans shall contain the following elements more particularly described in Section 46a-68j-27:

- (1) policy statement;
- (2) internal communication;
- (3) external communication;

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- (4) assignment of responsibility;
- (5) organizational analysis;
- (6) work force analysis;
- (7) availability analysis;
- (8) utilization analysis;
- (9) hiring/promotion goals and timetables; and
- (10) concluding statement and signature.

(b) A contractor currently operating an affirmative action program pursuant to an approved affirmative action plan containing substantially all the elements listed in Section 46a-68j-25 (a) may apply to the commission for permission to file that plan in lieu of the plan elements described in Section 46a-68j-27. An application to file such plan shall be in writing, with a copy of the proposed plan attached to the application, describing why such plan should be accepted by the commission. The commission may accept as substantially equivalent any plan prepared in accordance with and fully meeting the requirements of:

- (1) 41 CFR Part 60-2, if the contractor is a nonconstruction contractor;
- (2) 41 CFR Part 60-4, if the contractor is a construction contractor;
- (3) the guidelines on affirmative action appearing at 29 CFR Sections 1608.1 through 1608.12, inclusive;
- (4) Sections 46a-68-1 through 46a-68-73, inclusive, of the Regulations of Connecticut State Agencies; or;
- (5) the terms of any other regulation, order or decree deemed by the commission to meet affirmative action requirements.

The commission shall not unreasonably withhold acceptance of alternative plans meeting the standards of Section 46a-68j-25 (a). The Commission may also accept, as complying with the requirements of Section 46a-68j-25 (a), an affirmative action plan approved in the manner provided for in Section 46a-68k of the Connecticut General Statutes and Sections 46a-68k-1 through 46a-68k-8.

(c) The commission shall review affirmative action plans within sixty (60) days of receipt from the contractor. The commission may approve, disapprove, or approve in part and disapprove in part any plan so submitted. An approved plan must:

- (1) contain all the elements required by Section 46a-68j-25 (a), or acceptable equivalent provisions;
- (2) comply with the particulars of Section 46a-68j-27 or appropriate substitute rules for the development of affirmative action plans contained in Section 46a-68j-25 (a); and
- (3) demonstrate that the contractor's work force favorably reflects the composition of workers in the relevant labor market area or that the goals and timetables contained in the plan are likely to achieve such result.

The commission shall issue a certificate of compliance to a contractor when its affirmative action plan has been approved.

(d) If the commission disapproves an affirmative action plan in whole or in part, it shall notify the contractor in writing within ten (10) days of the disapproval. The notice shall

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state the reason for disapproval and may provide proposals necessary to bring the plan into compliance. The contractor shall submit a new or amended plan within thirty (30) days of the date the notice of disapproval is mailed by the commission. If the new or amended plan is disapproved, the commission may take appropriate action to obtain compliance with Section 46a-68c of the Connecticut General Statutes.

(e) The commission may monitor a contractor's implementation of its affirmative action plan at any time and may request, in the manner provided for in Section 46a-68j-33 (b), any and all information and support data relating to compliance with Section 46a-68c of the Connecticut General Statutes, as amended by Section 3 of Public Act 89-253. In conducting such a review, the commission may employ the review and monitoring authority vested in it in Sections 46a-68j-34 to 46a-68j-36, inclusive.

(Effective August 23, 1990)

Sec. 46a-68j-26. Affirmative action obligations of contractors required to file plans pursuant to Section 46a-68d of the Connecticut General Statutes, as amended by Section 4 of Public Act 89-253

(a) In addition to the obligations of Sections 46a-68j-23, 46a-68j-24 and 46a-68j-25, a contractor subject to the requirements of Section 46a-68d of the Connecticut General Statutes, as amended by Section 4 of Public Act 89-253, shall develop and implement an affirmative action plan conforming to Section 46a-68j-28. Such plan shall be filed with the commission within thirty (30) days after a bid has been accepted by an awarding agency, or in advance of or at the same time as the bid is submitted, as the contractor elects. For good cause shown, the commission may extend the time for filing a plan, provided that the awarding agency agrees in writing to withhold two per cent of the total contract price per month until the plan is filed and approved by the commission. No plan shall be considered a plan unless and until it has been approved by the commission. Plans shall contain all elements listed in Section 46a-68j-25, as well as the following elements more particularly described in Section 46a-68j-28:

- (1) employment analysis;
- (2) subcontractor availability analysis;
- (3) minority business enterprises goals and timetables;
- (4) program goals and timetables; and
- (5) minority business enterprises assistance and innovative programs.

(b) Any contractor currently operating an affirmative action program pursuant to an affirmative action plan containing substantially all the elements listed in Sections 46a-68j-25 (a) and 46a-68j-26 (a) may petition the commission for permission to file that plan in lieu of the plan otherwise required. An application to file such plan shall be in writing, with a copy of the proposed plan attached to the application, describing why the plan should be accepted by the commission. The commission may accept as substantially equivalent any plan meeting the requirements of Section 46a-68j-25 (b), provided that the plan or any supplements to it address all areas otherwise required by Sections 46a-68j-25 (a) and 46a-

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68j-26 (a). The Commission may also accept as substantially equivalent an affirmative action plan approved in the manner provided for in Section 46a-68k of the Connecticut General Statutes and Sections 46a-68k-1 through 46a-68k-8.

(c) The commission shall review affirmative action plans within sixty (60) days of receipt from the contractor. The commission may approve, approve with conditions or reject any plan so submitted. In addition to the standards announced in Section 46a-68j-25 (c), an approved plan must:

(1) demonstrate a full and fair commitment to the utilization of minority business enterprises as subcontractors and suppliers of materials.

The commission shall issue a certificate of compliance to a contractor when its affirmative action plan has been approved and shall notify the agency that the contract may be awarded.

(d) If a plan does not meet the standards for an approved plan, the commission may either disapprove or conditionally approve the plan. The commission shall notify the contractor and agency intending to award the contract in writing within ten (10) days of the disapproval or conditional approval. The notice shall state the reason for the commission action and may set forth proposals necessary to bring the plan into compliance. The contractor shall submit a new or amended plan, or provide written assurances that it will amend its plan to conform to affirmative action requirements, within thirty (30) days of the date the notice is mailed by the commission. If the new or amended plan is disapproved, and the contractor fails to provide written assurances that it will amend its plan, the commission may take appropriate steps to obtain compliance with Section 46a-68d of the Connecticut General Statutes, as amended by Section 4 of Public Act 89-253 including a recommendation that the contract not be awarded, as the case may be.

(e) The commission may conditionally approve a plan only if:

(1) the plan contains all the elements listed in Sections 46a-68j-25 (a) and 46a-68j-26 (a) or equivalent authority accepted by the commission;

(2) the plan meets a majority of the criteria for approval under Sections 46a-68j-25 (c) and 46a-68j-26 (c);

(3) the contractor provides written assurances that it will amend its plan to conform to commission proposals submitted in accordance with Section 46a-68j-25 (d) to meet affirmative action requirements;

(4) the contractor promises to pledge its best good faith efforts to implement the commission's proposals within agreed upon timetables; and

(5) the contractor takes appreciable steps to implement at least some of the commission's proposals as a token of its commitment to achieve compliance prior to providing written assurances to the commission.

The commission shall closely monitor any contractor granted conditional approval of its affirmative action plan, and shall take all necessary action to assure that the contractor continues to meet affirmative action requirements. If a contractor fails to abide by its written assurances, the commission shall take appropriate action, including notifying the contractor and awarding agency that the commission has revoked its conditional approval or approval

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of the plan and that the agency should withhold payment to the contractor as provided for in Section 46a-68d of the Connecticut General Statutes, as amended by Section 4 of Public Act 89-253.

(f) At any time after the commission grants conditional approval of an affirmative action plan, a contractor may apply for full approval of the plan. An application for approval shall be in writing and shall state what action the contractor has taken to meet affirmative action requirements. The commission shall evaluate an application for approval of an affirmative action plan according to the procedures outlined in Sections 46a-68j-25 (c) and 46a-68j-26 (c). The commission shall notify the contractor and agency within ten (10) days of its decision. The commission shall treat such an application for approval as a new plan, and may approve, approve with conditions or disapprove the request.

(g) The commission shall closely monitor the implementation of affirmative action plans required by Section 46a-68d of the Connecticut General Statutes, as amended by Section 4 of Public Act 89-253. The commission may request, in the manner provided for in Section 46a-68j-33 (b), any and all information and support data relating to compliance with Section 46a-68d of the Connecticut General Statutes, as amended by Section 4 of Public Act 89-253. In conducting such a review, the commission may employ the review and monitoring authority vested in it in Sections 46a-68j-34 to 46a-68j-36, inclusive.

(Effective August 23, 1990)

Sec. 46a-68j-27. Elements of plans required by Section 46a-68c of the Connecticut General Statutes as amended by Section 3 of Public Act 89-253

Affirmative action plans required by Sections 46a-68c and 46a-68d of the Connecticut General Statutes as amended shall contain the following elements as described below:

(1) policy statement. The policy statement shall be signed and dated by the contractor: (A) identifying the individual assigned affirmative action responsibilities; (B) affirming the contractor's commitment to achieve equal employment opportunity through affirmative action; and (C) pledging the contractor's best good faith efforts to attain the objectives of the plan;

(2) internal communication. The policy statement and a summary of the objectives of the plan shall be posted and otherwise made known to all workers. The plan shall indicate what steps the contractor undertook to make information on the plan available to its work force;

(3) external communication. The contractor shall, in all advertisements and business with the public, indicate that it is an affirmative action/equal opportunity employer. The plan shall include information on what steps the contractor undertook to advise the public concerning its affirmative action requirements;

(4) assignment of responsibility. The contractor shall designate affirmative action responsibilities to an affirmative action officer. In addition to his or her other duties, the affirmative action officer shall: (A) develop, implement and monitor progress on the contractor's affirmative action plan; (B) acquaint workers with their specific responsibilities under the plan; (C) initiate and maintain contact with unions, recruiting sources and

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organizations serving members of protected groups concerning the achievement of affirmative action requirements; and (D) conduct meetings and orientation sessions, as necessary, to advise workers and management of the goals of the plan. The plan shall report all activity taken by the affirmative action officer to achieve these objectives;

(5) organizational analysis. As a preparatory step to the work force analysis, the contractor shall list each job title as it appears in collective bargaining agreements, job specifications or payroll records, ranked from the lowest to the highest paid. Job titles shall be listed by department or other organizational unit.

For lines of progression, the plan shall indicate the order of jobs through which a worker may advance. Job titles without a line of progression shall be listed separately;

(6) work force analysis. For each job title identified in the organizational analysis, the plan shall report: (A) the total number of incumbents; (B) the total number of male and female incumbents; and (C) the total number of male and female incumbents in each of the following groups: (i) whites; (ii) blacks; (iii) Hispanics; and (iv) others;

(7) availability analysis. As a preparatory step to determining whether minorities and females are fairly utilized in the work force, the contractor shall: (A) conduct an analysis which (i) examines the job content of each job title; (ii) identifies a relevant labor market area for each job title; and (iii) matches each job title to the most similar job title in the data source consulted; and (B) calculate the availability of groups identified in Section 46a-68j-27 (6) from: (i) employment figures in the relevant labor market area; (ii) unemployment figures in the relevant labor market area; (iii) the availability of promotable and transferrable persons in the contractor's work force; (iv) the availability of persons having requisite skills in an area in which the contractor can reasonably recruit; (v) the existence of training institutions or apprenticeship programs capable of training persons in the requisite skills; (vi) the availability of minority business enterprises as subcontractors and suppliers of materials; (vii) the degree of technical assistance the contractor is able to provide to minority business enterprises; and/or (viii) any other relevant source;

(8) utilization analysis. To determine whether minorities and females are fully and fairly utilized, the plan shall compare the representation of these groups in the work force, taken from Section 46a-68j-27 (6), with the availability of such persons for employment, calculated in Section 46a-68j-27 (7).

To determine the expected number of minorities and females, the contractor shall multiply the total number of workers in a job title by the representation of each group listed in Section 46a-68j-27 (6) (C), with the availability of each group expressed as a decimal.

Comparison of the resulting figure to the figures obtained from Section 46a-68j-27 (6) will yield a conclusion that a group in the work force is overutilized, underutilized or at parity when compared to the availability of minorities and females for employment. The plan shall set forth the results of all computations and conclusions on the utilization of minorities and females in the work force.

(9) goals and timetables. For each instance of underutilization in the work force, the contractor shall set goals to increase the representation of minorities and females among its

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workers. Goals shall not be rigid quotas which must be met at any cost, but shall be significant, measurable and attainable objectives with timetables for completion. In establishing the length of timetables, the contractor shall consider the anticipated expansion, contraction and turnover of the work force and the results which may reasonably be expected from putting forth every good faith effort to make the affirmative action plan an effective instrument for achieving equal employment opportunity; and

(10) concluding statement and signature. Affirmative action plans shall contain a concluding provision signed and dated by the contractor stating that the contractor: (A) has read the plan and that the contents of the plan are true and correct to the best of his or her knowledge and belief; and (B) pledges his or her best good faith efforts to achieve the objectives of the plan within established timetables.

(Effective August 23, 1990)

Sec. 46a-68j-28. Elements of plans required by Section 46a-68d of the Connecticut General Statutes as amended by Section 4 of Public Act 89-253

In addition to the elements in Section 46a-68j-27, affirmative action plans subject to the requirements of Section 46a-68d of the Connecticut General Statutes as amended shall contain the following elements as described below:

(1) employment analysis. The contractor shall undertake a comprehensive review of the employment process to identify policies and practices that build in or perpetuate barriers to equal employment opportunity. Where applicable, the following factors shall be addressed: (A) job qualifications; (B) job specifications; (C) recruitment practices; (D) personnel policies; (E) job structuring; (F) training and apprenticeship programs; (G) subcontracting practices; and (H) layoff and termination policies. The plan shall report what activities were undertaken to identify barriers to equal employment opportunity;

(2) subcontractor availability analysis. When a contractor intends to subcontract all or part of the work to be performed under a state contract to one or more subcontractors, the contractor shall consult the listing of minority business enterprises maintained by the department of economic development, the practical experience of other contractors, contacts developed by the contractor itself, trade publications and similar sources to develop a base from which the contractor might reasonably be expected to draw minority business enterprises from. The plan shall indicate what sources were consulted and whether the enterprise was ready and able to perform the required work or supply necessary materials;

(3) minority business enterprise goals and timetables. Based upon the availability of minority business enterprises calculated in Section 46a-68j-28 (2), the contractor shall set goals for awarding all or a reasonable portion of the contract to qualified minority business enterprises. The plan shall detail what steps it took to make such opportunities available;

(4) program goals and timetables. Where the employment analysis has identified barriers to equal employment opportunity, the contractor shall design specific corrective measures in the form of program goals to eliminate the barriers. Goals shall be accompanied by timetables designed to achieve compliance with affirmative action objectives within the

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shortest reasonable limits possible. The plan shall describe all actions taken to identify problem areas and realize program goals; and

(5) minority business enterprise assistance and innovative programs. Consistent with Sections 46a-68j-21 (17) and 46a-68j-21 (22), the contractor shall develop programs to assist minority business enterprises in entering the economic mainstream. The plan shall detail what programs the contractor has created to accomplish this endeavor.

(Effective August 23, 1990)

Sec. 46a-68j-29. Exempt contractors and subcontractors

(a) A contractor meeting the following requirements may at any time apply to the commission for exemption from contract compliance requirements and the commission may exempt a contractor if:

(1) the contractor has been found in compliance with antidiscrimination or contract compliance statutes, as provided for in Section 46a-68j-32 (c);

(2) the work to be performed under the contract is to be or has been performed outside the state and no recruitment of workers within the limits of the state is involved;

(3) the contract awarded is for less than \$10,000.00;

(4) the number of workers employed by the contractor or subcontractor to perform the contract totals twenty-five (25) or less; or

(5) the contractor is a sole source provider of goods or services not readily available and the benefit to the state greatly outweighs contract compliance considerations.

(b) A contractor meeting the following requirements may at any time apply to the commission for partial exemption from contract compliance requirements and the commission may exempt a contractor if:

(1) the contractor maintains facilities which are in all respects separate and distinct from activities related to the performance of the contract; or

(2) the contract involves a subcontract meeting the criteria set forth in Section 46a-68j-29 (a).

(c) An application for exemption or partial exemption shall be in writing and shall identify the subpart or subparts of Section 46a-68j-29 (a) or 46a-68j-29 (b) the contractor relies upon to qualify for exemption. The application shall be accompanied by such support data as is necessary to fully document the validity of the request. Pursuant to Section 46a-68e of the Connecticut General Statutes, the commission may from time to time require that additional information be provided. The commission shall not approve an application unless the support data convincingly demonstrates that the contractor qualifies for exemption from contract compliance requirements. The commission shall notify the contractor and awarding agency of its determination within thirty (30) days of its receipt of the application or additional support data, whichever is later.

(d) a contractor or subcontractor may petition the commission for exemption from the requirements of Section 4a-60 (e) of the Connecticut General Statutes, as amended by Section 2 of Public Act 89-253, and the commission may exempt a contractor or

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subcontractor if:

(1) the total value of any subcontract or subcontracts awarded within one fiscal year or calendar year from the date the initial subcontract is awarded is less than ten thousand (\$10,000.00) dollars;

(2) the contractor and subcontractor are bound by a contractual relationship which was entered into prior to the awarding of the contract with the state for goods or services substantially identical to the goods or services required to fulfill the contractor's obligations to the state, and performance of the subcontractor's responsibilities under the state contract are incidental to the preexisting contract;

(3) the subcontractor does business outside the state and is not otherwise subject to the laws of the State of Connecticut;

(4) the commission, pursuant to Section 46a-68j-29, has exempted the contract from contract compliance requirements;

(5) the subcontractor has developed and implemented an affirmative action plan or promises to develop and implement such a plan, or submits such support data to convince the commission that such a plan is not needed to achieve equal employment opportunity;

(6) the number of workers employed by the subcontractor or any subcontractor thereto to perform the subcontract to the contractor totals less than twenty-five (25); or

(7) the benefit to the state greatly outweighs the commission's interest in obtaining compliance with Section 4a-60 of the Connecticut General Statutes, as amended by Section 2 of Public Act 89-253.

(Effective August 23, 1990)

Part III

Obligations of Awarding Agencies

Sec. 46a-68j-30. Obligations of awarding agencies

Every agency awarding a contract subject to contract compliance requirements shall:

(1) consult the Connecticut Law Journal pursuant to Section 46a-68j-41, before awarding a contract to ascertain that a potential contractor has not been issued a notice of noncompliance;

(2) if the awarding agency is the state or if the contract is for a public works project, consult the list of minority business enterprises prepared by the department of economic development or the list of such enterprises maintained by other agencies and monitor the contractor's choice of subcontractors and suppliers of materials;

(3) comply fully with all federal and state antidiscrimination laws and regulations including, if the awarding agency is required to file an affirmative action plan with the commission, Section 46a-68-35;

(4) cooperate fully with the commission;

(5) submit periodic reports of its employment and contracting practices in such form, in such a manner and at such a time as may be prescribed by the commission;

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(6) maintain full and adequate support data for a period of two (2) years from the date the record is made or the date the contract was executed, whichever is later, provided that this requirement shall not excuse compliance with any other applicable record retention statute, regulation or policy providing for a period of retention in excess of two (2) years;

(7) make available for inspection and copying any support data requested by the commission, and make available for interview any agent, servant, employee or other person having knowledge of any matter concerning the investigation of a discriminatory practice complaint or relating to a contract compliance review;

(8) notify all bidders, on a form developed by the commission, that the contract to be awarded is subject to contract compliance requirements;

(9) aggressively solicit the participation of legitimate minority business enterprises as bidders, contractors, subcontractors and suppliers of materials;

(10) consider, as bearing upon the responsibility and qualification of a bidder to meet its contract compliance requirements, the following factors:

(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, inclusive;

(C) the bidder's promise to develop and implement a successful affirmative action plan;

(D) the bidder's submission of EEO-1 data indicating that the composition of its work force is at or near parity when compared to the racial and sexual composition of the work force in the relevant labor market area;

(E) the bidder's promise to set aside a portion of the contract for legitimate minority business enterprises; and

(11) report, as part of its affirmative action plan under Section 46a-68-49, all efforts and activity directed to awarding a fair proportion of its contracts to minority business enterprises; and

(12) undertake such other reasonable activities or efforts as the commission may prescribe.

(Effective August 23, 1990)

Sec. 46a-68j-31. Notification of contract awards by awarding agency

(a) An awarding agency shall notify the commission of all contracts subject to contract compliance requirements within ten (10) days of the date the contract is executed. Notice of the contract award shall be on a form provided by the commission and include:

(1) the name, address, telephone number and principal place of business of the contractor;

(2) total number of employees of the contractor (if known);

(3) if the awarding agency is the state or if the contract is for a public works project, the name, address, telephone number and principal place of business of each subcontractor;

(4) if the awarding agency is the state or if the contract is for a public works project, a statement as to how the criteria contained in Section 46a-68j-30 (a) (10) were applied in the selection of the successful bidder, and a statement as to what agreement, if any, was

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reached between the contractor and awarding agency to assure that the contractor will satisfy the contract compliance requirements contained in the contract;

- (5) a statement whether the contract is a public works contract;
- (6) the duration of the contract;
- (7) the dollar value of the contract; and
- (8) the name, job title, address and telephone number of the person at the awarding agency whom the commission may contact if further information is required.

(b) an awarding agency shall not be required to report contracts otherwise subject to contract compliance requirements if the contract awarded is:

- (1) for commodities or goods in the amount of \$3,000.00 or less; or
- (2) for leases, rental or personal service agreements in the amount of \$4,000.00 or less.

(c) Failure to comply with the requirements of Section 46a-68j-31 (a) shall be deemed a failure to cooperate with the commission.

(Effective August 23, 1990)

Sec. 46a-68j-32. Contract monitoring reports

(a) Upon notification by an awarding agency, the commission shall forward a contract monitoring report form to each contractor identified pursuant to Section 46a-68j-31 as a contractor under contract to the state or a political subdivision of the state other than a municipality. Each contractor so identified shall provide full and complete information on the contractor's employment practices and procedures related to compliance with antidiscrimination and contract compliance statutes. Contract monitoring reports shall be filed with the commission within thirty (30) days from the date the form is received by the contractor. Forms shall be considered received by the contractor on or before the third day after the date the form is mailed by the commission, unless the contractor establishes otherwise.

(b) For good cause shown, the commission may grant an extension of time for submission of a contract monitoring report. Requests for extensions of time shall be made in writing within the time that the report form is otherwise scheduled to be provided, and shall set forth specific reasons for requesting the extension.

(c) The commission shall excuse a contractor from the requirements of this Section, if the commission has determined that the contractor is in compliance with state or federal antidiscrimination and contract compliance statutes, provided that the commission's determination of compliance has been made within one (1) year preceding the date the commission is notified, pursuant to Section 46a-68j-31, that a subsequent contract has been awarded to the same contractor. It shall be the responsibility of the contractor to provide evidence demonstrating that it has been found to be in compliance with either state or federal antidiscrimination and contract compliance statutes by an agency of competent authority. For other good and compelling reason, the commission may likewise excuse a class or classes of contractors from the requirements of this section.

(d) Failure to fully complete a contract monitoring report form within the designated

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time shall be a violation of Section 4a-60 of the Connecticut General Statutes, as amended by Section 2 of Public Act 89-253.

(Effective August 23, 1990)

Part IV

Review and Monitoring

Sec. 46a-68j-33. Desk audit review

(a) The commission shall review contract monitoring report forms received pursuant to Section 46a-68j-32 to assess the contractor's conformance with antidiscrimination and contract compliance statutes.

(b) The commission may require contractors to provide such other and further information to assess the contractor's conformance with antidiscrimination and contract compliance statutes. Requests for additional information shall be made in writing and shall describe the information sought. The provisions and time limitations of Section 46a-68j-32 shall govern the treatment of requests for additional information.

(c) Contractors determined to be in conformance with antidiscrimination and contract compliance statutes, based upon a review of the contract monitoring report and any other information provided pursuant to this section, shall be notified in writing by the commission. A copy of the notice shall be sent to the awarding agency.

(d) The commission's determination that a contractor is in conformance with antidiscrimination or contract compliance statutes shall not preclude a determination that a discriminatory practice has been committed in a proceeding under Chapter 814c of the Connecticut General Statutes, as amended or in a proceeding under the laws of the United States of America.

(Effective August 23, 1990)

Sec. 46a-68j-34. Field review

(a) The commission may conduct a field review:

- (1) whenever review of a contract monitoring report form suggests that a contractor may be in violation of antidiscrimination or contract compliance law;
- (2) if information submitted pursuant to Section 46a-68j-32 suggests that a contractor may be in violation of antidiscrimination or contract compliance law; or
- (3) to determine or verify that a contractor is in compliance with antidiscrimination or contract compliance law.

(b) In the event that the commission elects to conduct a field review, the commission shall notify the contractor in writing that a field review shall be conducted. Such notice shall recite the date that the commission intends to meet with the contractor to review its employment policies and procedures. A copy of the notice shall be sent to the awarding agency. If additional meetings are necessary, the commission shall so advise the contractor and shall specify the date or dates of such meetings.

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- (c) A field review may consist of, but is not limited to, one or more of the following:
- (1) a review with the contractor of the contract monitoring report form or other information provided the commission pursuant to Section 46a-68j-32;
 - (2) a review of personnel records, applications, job descriptions, payroll records and other support data that the commission deems necessary to evaluate the contractor's conformance with antidiscrimination or contract compliance statutes;
 - (3) an observation of the contractor's work force made by touring the contractor's facility or construction site at a reasonable time and in a reasonable manner;
 - (4) an interview with persons employed by the contractor to elicit their knowledge of the contractor's employment policies and practices;
 - (5) contact with community groups in the labor market area to determine whether such organizations are notified of job openings by the contractor;
 - (6) a review of the contractor's subcontracting policies and practices;
 - (7) a review of the contractor's efforts to accomplish the goals set out in a letter of commitment signed by the contractor pursuant to Section 46a-68j-36;
 - (8) where applicable, an evaluation of the contractor's compliance with the Equal Employment Opportunity in Apprenticeship and Training regulations, Sections 46a-68-1 to 46a-68-17, inclusive;
 - (9) where the contractor is a state agency, an evaluation of the contractor's compliance with the Affirmative Action by State Government regulations, Sections 46a-68-31 to 46a-68-73, inclusive; and/or
 - (10) a request for additional information concerning the contractor's conformance with antidiscrimination or contract compliance statutes.

(Effective August 23, 1990)

Sec. 46a-68j-35. Conformance review

(a) After all relevant information has been assembled, the commission shall conduct a review to assess the contractor's conformance with antidiscrimination or contract compliance statutes. The commission shall notify the contractor of its findings within sixty (60) days of the date the commission completes its final field review or receives additional information from the contractor pursuant to Section 46a-68j-34, whichever is later. Notice of the commission's assessment shall include the basis for the finding. A copy of the notice shall be sent to the awarding agency by the commission.

(b) When a review indicates that the contractor is not in conformance with antidiscrimination or contract compliance statutes, the commission shall propose specific steps that the contractor must take within specific timetables to correct the deficiencies identified in the review. Such steps may include but are not limited to, the following:

- (1) elimination of employment barriers which may have the effect of discriminating against members of protected groups;
- (2) development and implementation of a program to enhance employment opportunities for members of protected groups;

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(3) affirmative advertising, recruitment and training programs for members of protected groups;

(4) where applicable, the development and implementation of an apprenticeship program pursuant to the Equal Employment Opportunity in Apprenticeship and Training regulations, Sections 46a-68-1 to 46a-68-17, inclusive;

(5) submission of support data to the commission for a specified period of time to ensure that progress is being made in achieving equal employment and program objectives;

(6) restructuring of the contractor's employment and subcontracting policies, patterns and practices; or

(7) establishment of training programs to train and accelerate upward mobility of members of protected groups, when a determination has been made that such persons are under represented in the work force.

(Effective August 23, 1990)

Sec. 46a-68j-36. Letters of commitment; monitoring

(a) A contractor may, within thirty (30) days after notice of the commission's finding is received, accept in writing the commission's proposals to achieve conformance with the law. Acceptance of the commission's proposals shall be made in a letter of commitment in which the contractor shall pledge to make every good faith effort to attain conformance with the law within the timetables set out in the notice. A copy of the letter of commitment shall be sent to the awarding agency by the commission.

(b) If a contractor refuses to adopt or does not adopt the commission's proposals, the commission and contractor may meet and attempt to resolve any outstanding differences. An agreement thus reached shall be reduced to a letter of commitment signed by the contractor and a representative of the commission. Such letter shall pledge the contractor to make every good faith effort to achieve conformance with antidiscrimination and contract compliance statutes within the timetables set out in the letter of commitment. A copy of the letter shall be sent to the awarding agency by the commission.

(c) The commission shall closely monitor a contractor's efforts to achieve the goals within the timetables set out in a letter of commitment.

(Effective August 23, 1990)

Sec. 46a-68j-37. Cooperation with interested persons

The commission shall seek the cooperation of federal, state and local governmental agencies, business, labor and other interested persons to effectuate the purpose of Sections 4a-60, as amended by Section 2 of Public Act 89-253, and 46a-71 (d) of the Connecticut General Statutes.

(Effective August 23, 1990)

Sec. 46a-68j-38. Delegation of authority

To assure effective and efficient implementation and enforcement of Section 4a-60, as

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amended by Section 2 of Public Act 89-253, and 46a-71 (d) of the Connecticut General Statutes and Sections 46a-68j-21 to 46a-68j-43, inclusive, the commission finds that it is necessary to delegate certain duties and responsibilities to its staff. Accordingly, pursuant to Section 46a-54 (3) of the Connecticut General Statutes, the commission delegates and assigns the following responsibilities and duties:

(1) the staff shall review contract monitoring report forms filed with the commission to determine compliance with antidiscrimination and contract compliance statutes;

(2) the staff shall, after a finding by a presiding officer pursuant to Section 46a-86 of the Connecticut General Statutes that a contractor or subcontractor is not complying with antidiscrimination or contract compliance statutes, make recommendations concerning any other action the commission should undertake to assure compliance;

(3) the staff shall monitor the implementation of letters of commitment to determine the progress achieved by contractors or subcontractors in attaining compliance with antidiscrimination or contract compliance statutes;

(4) the staff shall initiate contact and coordinate activities with contract compliance personnel in accordance with Section 46a-68j-37; and

(5) the executive director of the commission shall supervise staff activities pursuant to this delegation of authority and report to the commission on the activities undertaken, results achieved and problems encountered pursuant to this delegation of authority, and make recommendations for appropriate commission or legislative action where advisable.

(Effective August 23, 1990)

Part V

Enforcement Proceedings

Sec. 46a-68j-39. Complaints

(a) The commission may issue a complaint in accordance with Section 46a-82 (b) of the Connecticut General Statutes if the commission has reason to believe that a person:

(1) has been engaged or is engaged in a discriminatory practice; and/or

(2) subject to contract compliance requirements, is not complying with contract compliance statutes.

(b) Any person claiming to be aggrieved by an alleged discriminatory practice may file a complaint with the commission in accordance with Section 46a-82 (a) of the Connecticut General Statutes.

(Effective August 23, 1990)

Sec. 46a-68j-40. Complaint investigation; hearing; appeal

The provisions of Chapter 814c of the Connecticut General Statutes, as amended; shall govern the processing of complaints alleging a violation of Sections 4a-60, as amended by Section 2 of Public Act 89-253, or 46a-71 (d) of the Connecticut General Statutes and

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(Effective August 23, 1990)

Sec. 46a-68j-41. Notice of noncompliance

(a) In addition to any other action taken, after a finding by a presiding officer pursuant to Section 46a-86 of the Connecticut General Statutes that a contractor is not complying with antidiscrimination or contract compliance statutes, the commission shall issue a notice of noncompliance. Issuance of a notice of noncompliance shall prevent a contractor from entering into any further contracts with an awarding agency, until such time as the commission determines that the contractor has adopted policies consistent with such statutes.

(b) A notice of noncompliance shall be effective upon issuance by the commission. A copy of the notice shall be sent to the awarding agency and the attorney general.

(c) The commission shall cause the names of all contractors issued a notice of noncompliance to be published in the first regular issue of the Connecticut Law Journal for the months of January, April, July and October, and shall maintain a complete and accurate list of such contractors at all times. All inquiries concerning the compliance or noncompliance of contractors shall be directed to the commission and not the commission on official legal publications. It shall be the responsibility of each awarding agency to consult the Connecticut Law Journal to ascertain whether a potential contractor is eligible to contract with the agency. Failure to consult the Connecticut Law Journal shall be deemed a failure to cooperate with the commission.

(Effective August 23, 1990)

Sec. 46a-68j-42. Rescission of notice of noncompliance

(a) Within fifteen (15) days after a notice of noncompliance is issued, the contractor receiving the notice shall submit a detailed, written statement, under oath, describing the steps it has taken to achieve compliance with antidiscrimination and contract compliance statutes. The commission shall review the verified statement within forty-five (45) days of the date the notice of noncompliance was issued to determine whether the contractor has adopted policies consistent with antidiscrimination and contract compliance statutes, thereby eliminating the conditions giving rise to issuance of the notice.

(b) If the commission determines that the contractor has adopted policies consistent with antidiscrimination and contract compliance statutes, it shall rescind the notice of noncompliance. The commission shall forward a copy of the letter rescinding the notice of noncompliance to the awarding agency and the attorney general.

(c) If the commission determines that the contractor has not adopted policies consistent with antidiscrimination and contract compliance statutes, it shall refuse to rescind the notice of noncompliance. The notice of noncompliance shall remain in effect until such a time as the commission finds, pursuant to subsection (b) of this Section, that the contractor has adopted policies consistent with antidiscrimination and contract compliance statutes. The commission shall forward a copy of the letter refusing to rescind the notice of

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noncompliance to the awarding agency and the attorney general.

(d) If the commission determines that the contractor has not adopted policies consistent with antidiscrimination and contract compliance statutes, it may allow the contractor an opportunity to submit a supplemental written statement, under oath, describing the additional steps it has taken to achieve compliance with antidiscrimination and contract compliance statutes. The commission may permit a contractor to submit a supplemental verified statement only if all of the following conditions are met:

(1) the commission's earlier determination indicates that the steps required to bring the contractor into compliance with antidiscrimination and contract compliance statutes have been substantially implemented;

(2) the contractor, in its dealings with the commission, has expressed a general willingness to undertake such action as is necessary to bring its employment policies and practices into compliance with antidiscrimination and contract compliance statutes; and

(3) the commission will have adequate time following receipt of the verified supplemental statement to make an informed determination whether the contractor has eliminated the conditions giving rise to issuance of the certificate of noncompliance within the time frames imposed by Section 46a-56 (c) of the Connecticut General Statutes, as amended by Section 5 of Public Act 89-253. Absent such conditions, the commission shall decline to solicit or accept a verified supplemental statement from a contractor, and the notice of noncompliance shall remain in effect as provided in subsection (c) of this section.

(e) Failure to request rescission of a notice of noncompliance within fifteen (15) days after such notice is issued shall not prevent a contractor from thereafter requesting that the commission rescind the notice of noncompliance. In the event that the contractor fails to submit a verified written statement within fifteen (15) days after a notice of noncompliance is issued, the contractor shall submit, together with a verified written statement, a letter in explanation of the reasons for the delay in achieving compliance with antidiscrimination and contract compliance statutes. The commission shall determine whether the contractor has adopted policies consistent with antidiscrimination and contract compliance statutes within forty-five (45) days of its receipt of the contractor's verified written statement. The provisions of this section shall apply to all statements submitted after the fifteen (15) day period for submission of a verified written statement has expired.

(f) The commission shall closely monitor the contractor's efforts to continue in compliance with antidiscrimination and contract compliance statutes.

(Effective August 23, 1990)

Sec. 46a-68j-43. Notice of adverse finding by presiding officer

(a) In addition to any other action taken, the commission may, following a finding by a presiding officer pursuant to Section 46a-86 of the Connecticut General Statutes that a contractor is not complying with antidiscrimination or contract compliance statutes, notify the awarding agency or other interested persons that:

(1) a contractor is not complying with antidiscrimination or contract compliance statutes;

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and/or

(2) a state agency has purchased or contracted for supplies, materials, equipment or services contrary to Section 4a-60, as amended by Section 2 of Public Act 89-253, or 46a-71 (d) of the Connecticut General Statutes and that the contract or subcontract is void and of no effect.

(3) appropriate action be taken to enforce a recommendation made by the commission pursuant to Section 46a-56 (c) of the Connecticut General Statutes.

(b) Any notice issued in accordance with subsection (a) of this Section shall include a recommendation that a civil action be brought or not be brought against the administrative head of the awarding agency pursuant to Section 4a-65 of the Connecticut General Statutes to recover the costs of such order or contract.

(c) In accordance with Section 46a-77 of the Connecticut General Statutes, the commission shall request that appropriate action be taken to enforce the commission's recommendation with all necessary speed.

(Effective August 23, 1990)

Sec. 32-9n. Office of Small Business Affairs. (a) There is established within the Department of Economic and Community Development an Office of Small Business Affairs. Such office shall aid and encourage small business enterprises, particularly those owned and operated by minorities and other socially or economically disadvantaged individuals in Connecticut. As used in this section, "minority" means: (1) Black Americans, including all persons having origins in any of the Black African racial groups not of Hispanic origin; (2) Hispanic Americans, including all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race; (3) all persons having origins in the Iberian Peninsula, including Portugal, regardless of race; (4) women; (5) Asian Pacific Americans and Pacific islanders; or (6) American Indians and persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification.

(b) Said Office of Small Business Affairs shall: (1) Administer at least one regional office of the small business development center program within the Department of Economic and Community Development; (2) coordinate, with the director of the small business development center program, the flow of information within the technical and management assistance program within the Department of Economic and Community Development; (3) encourage Connecticut Innovations, Incorporated to grant loans to small businesses, particularly those owned and operated by minorities and other socially or economically disadvantaged individuals; (4) coordinate and serve as a liaison between all federal, state, regional and municipal agencies and programs affecting small business affairs; (5) administer any business management training program established under section 32-352 or section 32-355 as the Commissioner of Economic and Community Development may determine; (6) provide a single point of contact for small businesses seeking financial and technical assistance from the state and quasi-public agencies; (7) coordinate all state funded revolving loan funds used to assist small businesses; and (8) establish, in cooperation with the Commissioner of Economic and Community Development, and within available appropriations, an informational web page with a list and links to all small business resources available and post them in a conspicuous place on the department's web site. The office shall update this information on its web site on at least a quarterly basis.

(c) On or after February 1, 2011, the Office of Small Business Affairs shall compile a summary of all small business activities and programs available and incorporate such summary into the report required pursuant to section 32-1m.

Affirmative Action Plans by State Government Agencies

Equal Employment Opportunity in Apprenticeship and Training

Sec. 46a-68-1. Scope and purpose

This regulation sets forth policies and procedures to promote equality of opportunity in State approved and registered apprentice training programs and to assure coordination with other state and federal equal opportunity statutes, including those enforced by the Connecticut commission on human rights and opportunities. These policies and procedures contained herein apply to the recruitment, selection, employment and training of apprentices. The procedures established provide for processing of complaints and for the deregistration of apprenticeship programs found to be operating in a discriminatory manner. This regulation promotes equal opportunity to encourage affirmative expansion of apprentice training opportunities for a larger number of labor force participants from those segments of the labor force where the need for upgrading levels of skill is greatest. Equality of opportunity in apprenticeship will be promoted by prohibiting discrimination based upon race, color, religious creed, marital status, national origin, ancestry, sex, mental retardation or physical disability, including but not limited to, blindness unless such disability prevents performance of the work involved in apprenticeship programs, and by requiring affirmative action to provide equal opportunity in such apprenticeship programs. Voluntary affirmative action in apprenticeship programs has also been approved and endorsed by the United States Supreme Court. The Connecticut labor department, and the Connecticut commission on human rights and opportunities all encourage the inclusion of persons of all ages.

(Effective March 19, 1982)

Sec. 46a-68-2. Definitions

(a) “Commissioner” means the principal administrator directing and controlling all of the labor department activities including the job service program within the employment security division and the apprentice program within the office of job training and skill development.

(b) “Department” means the state of Connecticut labor department. Those units that will be primarily responsible will be the labor department’s office of job training and skill development, which administers the apprenticeship program, the Connecticut state apprenticeship council and the apprentice information centers.

(c) “Council” means the nine member Connecticut state apprenticeship council appointed by the governor with equal representation from labor, management and the public, including the deputy commissioner, who advise and recommend to the commissioner and the department standards of apprenticeship and policies of administration.

(d) “Apprenticeship program” shall mean a plan containing all terms and conditions for the qualification, recruitment, selection, employment and training of apprentices as defined by the commissioner’s regulation for apprenticeship programs.

(e) “Sponsor” shall mean any duly established firm, association, committee, organization

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or corporation permanently located within the state of Connecticut with recognized capability to operate an apprenticeship program and in whose name the program is registered and approved.

(f) “Employer” shall mean any establishment which is party to an apprenticeship program employing an apprentice whether or not such establishment is a party to an apprenticeship agreement with the apprentice.

(g) “CHRO” shall mean the Connecticut commission on human rights and opportunities and its designated representatives administering fair employment practices under chapter 814 (c) of the Connecticut General Statutes, human rights and opportunities.

(h) “Race/ethnic and gender designations”

(1) White (not of Hispanic origin) a person having origins in any of the original peoples of Europe, North Africa or the Middle East.

(2) Minority

(a) Black (not of Hispanic origin): a person having origins in any of the Black racial groups of Africa.

(b) Hispanic: a person of Mexican, Puerto Rican, Cuban, Central or South America or other Spanish culture or origin, regardless of race.

(c) Asian or Pacific Islander: a person having origins in any of the original peoples of the Far East, Southeast Asia, Indian Subcontinent or the Pacific Islands. The area includes, for example, China, Japan, Korea, the Philippine Islands and Samoa.

(d) American Indian or Alaskan Native: a person having origins in any of the original peoples of North America, and who maintains cultural identification through tribal affiliation or community recognition.

(3) Female - as referred to in this regulation means either minority or nonminority women.

(i) “Eligibility pools” means a grouping of applicants who meet the qualifications of minimum legal working age; or a grouping of applicants who meet lawful qualification standards in addition to the minimum legal working age, provided that such pool shall be composed of applicants so qualified sufficiently representative of members of protected classes in order to make possible the achievement of goals and timetables.

(j) “Affirmative action” includes procedures, methods and programs, including projection of specific goals and timetables, which encourage the expansion of training opportunities and involve larger numbers of participants from those segments of the labor force where the need for upgrading is the greatest. It includes procedures, methods and programs for the identification, recruitment and training of present and potential minority and female apprentices. It is action which will equalize opportunity in state approved and registered apprentice programs and is not merely passive nondiscrimination.

(k) “Good faith efforts” are a program sponsor’s actions to fulfill commitment to achievement of equal opportunity in the recruitment, selection, training and employment of apprentices, its actions to comply with the provisions of its written affirmative action plan and the attainment of its goals. Each case in which good faith efforts are in question shall be considered separately on its merits.

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(l) “Goal” means a numerical objective fixed realistically in term of the number of vacancies expected within the sponsor’s projected business conditions and planning, keyed to the availability of qualified applicants. A goal shall not be interpreted as a quota.

(m) “Timetable” means a specific reasonable period of time established by the sponsor to measure results within the sponsor’s affirmative action plan.

(Effective March 19, 1982)

Sec. 46a-68-3. State of Connecticut authority

The authority for the implementation and adoption of these equal opportunity/affirmative action policies and procedures is vested in the commissioner under section 31-51d.* Further authority for promotion and enforcement of equal employment opportunities is contained in section 46a-72(d) (formerly section 4-61e(c)), section 46a-75 (formerly section 4-61h), and section 46a-68 (formerly section 4-61s) of the Connecticut General Statutes in order to comply with all responsibilities under the provisions of the Connecticut human rights and opportunities law, Conn. Gen. Stat. chapter 814(c).

* Which requires development of skill training opportunities for disadvantaged workers by inclusion thereof in apprenticeship agreements.

(Effective March 19, 1982)

Sec. 46a-68-4. Equal opportunity standards

(a) **Obligations of sponsors.** Each sponsor of an apprenticeship program agrees to:

(1) Recruit, select, employ and train apprentices during their apprenticeship without discrimination because of race, color, religious creed, sex, mental retardation, marital status, national origin, ancestry, or physical disability, including, but not limited to blindness.

(2) Uniformly apply rules and regulations concerning apprentices, including but not limited to equality of wages, periodic advancement, promotion, assignment of work, job performance, rotation among all work processes of the trade, imposition of penalties or other disciplinary action and all aspects of the administration of the apprenticeship program; and

(3) Adopt an affirmative action plan as required by this regulation and to take affirmative action to provide equal opportunity in apprenticeship.

(b) **Equal opportunity pledge.** Each sponsor of an affirmative action program agrees to include in its standards and its announcement for apprentice openings the following pledge: “The recruitment, selection, employment and training of apprentices during their apprenticeship shall be without discrimination because of race, color, religious creed, sex, mental retardation, marital status, national origin, ancestry or physical disability, including but not limited to, blindness. The sponsor will take affirmative action to provide equal opportunity in applicable laws and regulations.”

(c) **Programs presently registered and newly registered sponsors.** Such programs and sponsors shall, within 60 days of the effective date of these regulations, take the following

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action:

(1) Assure inclusion in the standards of its apprenticeship program the equal opportunity pledge in section 46a-68-4(b).

(2) Adopt and implement an affirmative action plan as required by these regulations, unless section 46a-68-4(d) applies.

(3) Adopt and implement a selection procedure as required by these regulations.

(4) Submit the requested documentation to the department, including copies of its standards, affirmative action plan and selection procedure.

(5) Make documents which support the above available at the worksite for inspection and review by the department.

(d) Sponsors subject to federal laws and executive orders shall be judged in compliance with the requirements of this regulation pertaining to recruitment standards, affirmative action plans and selection procedures if it submits to the department satisfactory evidence that it is already subject to a federal equal employment opportunity program. Satisfactory evidence is defined as a letter from the sponsor's federal compliance review agency indicating that the sponsor's equal employment opportunity program has been reviewed and has been found to be in compliance with federal laws and executive orders. Alternatively, if a letter from the federal compliance review agency is unavailable, the sponsor shall send a letter to the department indicating that it has developed an equal employment opportunity program pursuant to appropriate federal laws and executive orders, that to the best of its knowledge it is in compliance with said laws and executive orders.

(e) **Programs with fewer than a total of five apprentices.** A sponsor of a program in which fewer than a total of five apprentices are employed shall not be required to adopt an affirmative action plan under section 46a-68-5 or a selection procedure under section 46a-68-6 provided that such program was not adopted to circumvent, and does not have the effect of circumventing, the requirements of this regulation. Exceptions to this requirement may be granted in accordance with section 46a-68-16.

(Effective October 22, 1982)

Sec. 46a-68-5. Affirmative action plans

(a) **Adoption of affirmative action plans.** A sponsor's commitment to equal opportunity in recruitment, selection, employment and training shall include the adoption of a written affirmative action plan as required by this regulation.

(b) **Outreach and positive recruitment.** Acceptable affirmative action plans should include provisions for outreach and positive recruitment that would reasonably be expected to increase minority and female participation in apprenticeships by expanding the opportunities of minorities and females to become eligible for apprenticeship selection.

Each sponsor shall effectively communicate its equal opportunity policy in such a manner as to foster understanding, acceptance and support among the sponsor's various officers, supervisors, employees and members and to encourage such persons to take the necessary action to aid the sponsor in meeting its obligations under these regulations.

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Each sponsor shall disseminate information concerning the nature of apprenticeship requirements, availability of apprenticeship opportunities, sources of applications and explanation of the equal opportunity policy of the sponsor. Such information shall be given as openings in the program arise, to the department and the Connecticut apprenticeship information job service network, which in turn will disseminate it to local schools, women's centers, outreach programs, the permanent commission on the status of women and community organizations which can effectively reach minorities and females in the sponsor's labor market area.

In recognition of the fact that the scope of a particular affirmative action plan will be determined by the size of the apprenticeship program and the amount of a particular sponsor's resources, any individual sponsor will not necessarily be requested to take specific steps in all the areas listed below. However, the affirmative action plan shall set forth those specific steps the sponsor does intend to take. Suggested actions follow:

(1) Each sponsor may cooperate with local school boards and vocational educational systems to develop programs for preparing students to meet the standards and criteria required to qualify for entry into apprenticeship programs.

(2) Each sponsor may make provision in its affirmative action program that those who complete pre-apprenticeship and preparatory trade training programs are afforded equal opportunity to participate in the sponsor's apprentice training program. It is understood that the completion of such training programs in no way confers favored status upon such applicants, and that those eventually selected for the apprenticeship program will be selected on the basis of merit.

(3) Each sponsor may utilize journeypersons to assist in the implementation of the affirmative action program.

(4) Each sponsor may grant advanced standing or credit on the basis of previously acquired experience, training, skills or aptitude for program applicants.

(5) Each sponsor may admit to apprenticeship programs persons whose age exceeds the usually preferred maximum age for admission to the program providing such individuals possess equal skills and aptitudes as those applicants whose age does not exceed the usually preferred maximum age.

(6) Each sponsor may take any other action needed to ensure the implementation of the objectives of its affirmative action program. Nothing in this section is meant to perform any violation of an existing, valid collective bargaining agreement, so long as such collective bargaining agreement was not written to circumvent or discourage affirmative action in apprenticeship programs and so long as such collective bargaining agreement does not have the effect of circumventing or discouraging affirmative action in apprenticeship programs.

(c) **Department obligations.** The department will provide technical assistance in the development and maintenance of a suitable affirmative action plan. Specifically, the department will:

(1) Provide a model affirmative action plan to be modified to meet the sponsor's employment situation.

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(2) Provide, on at least an annual basis, the availability data necessary to maintain and update a sponsor's affirmative action plan.

(3) Provide individual counseling by department personnel to program sponsors with specific problems in the affirmative action plans upon request of such sponsors.

(4) Provide, through its offices, information on a pool of qualified applicants in the geographical area of any program sponsor.

(5) Expand its apprentice information system advisory and coordinating committee to include persons representing community-level organizations and apprenticeship outreach agencies as well as representatives of industry program sponsors.

(6) Expand the development of programs with the state department of education, the state community college system, the state technical college system and local boards of education in establishing trade preparatory classes, work experience foundation studies and pre-apprenticeship training programs to prepare for apprenticeship.

(7) Promote, with program sponsors in selected trades, their participation in the state's apprentice scholarship program or other special projects.

(8) Continue to offer, within the limits of existing funding, financial assistance to program sponsors for special training needs.

(d) **Goals and timetables.** A sponsor shall establish goals and timetables in its affirmative action plan regarding the utilization of minorities and women (minority and non-minority). Goals and timetables shall be related to the following factors:

(1) The size of the working age minority and female population in the program sponsor's labor market area.

(2) The size of the minority and female labor force in the program sponsor's labor market area.

(3) The percentage of minority and female participation as apprentices in the particular craft.

(4) The percentage of minority and female participation as journey persons employed by the employer or employers participating in the program.

(5) The general availability of minorities and females with present or potential capacity for apprenticeship in the program sponsor's labor market area. Such capacity or potential capacity shall be determined in part by the experience of the department and other outreach agencies.

(e) **Attainment of goals and timetables.** The department recognizes that goals and timetables cannot be inflexibly established or achieved by program sponsors and that each sponsor's goals and timetables must be subject to periods of reevaluation and modification. Compliance with these regulations shall be determined by the department to the degree that (1) a sponsor has met its goals within its timetables or (2) failing that, it has made a good faith effort to meet its goals and timetables. "Good faith effort" shall be as defined in section 46a-68-2(k). The department shall make all data relevant to minority and female labor force characteristics for the sponsor's labor market area, as specified in section 46a-68-5(c),

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available to all program sponsors.

(Effective March 19, 1982)

Sec. 46a-68-6. Selection of apprentices

Each sponsor shall provide in its affirmative action program that the selection of apprentices shall be made under one of the methods specified in the following paragraphs (a) through (d) of this section, provided that the method chosen be appropriate and sufficient to the achievement of the sponsor's goals and timetables. Whichever method is adopted apprentices shall be selected on the basis of fair, objective and specific qualification standards stated in detail. If a sponsor's selection from the pool is not consistent with its goals and timetables, the sponsor shall be required to demonstrate that the qualification standards for selection are directly related to job performance.

(a) **Selection for a pool of current employees.** The sponsor may select apprentices from a representative eligibility pool of qualified applicants already employed by the program sponsor in a manner prescribed either by an existing collective bargaining agreement between the sponsor and its union or by the sponsor's established promotion policy.

(b) **Selection from a pool of new applicants.** The sponsor may select apprentices from a representative eligibility pool of qualified applicants established through public notice which allows at least a two week application period with at least a 30 day prior notice to the department. Applications may be received at any time prior to a public notice but all applicants must compete for selection preference at the same time. A new public notice and selection procedure may be established for each year's class of apprentices. All interested applicants must reapply.

(c) **Selection from the department's pools.** The sponsor may select apprentices from a representative eligibility pool of qualified applicants established by the department in conjunction with its apprenticeship information system. Each pool will be maintained by the department in cooperation with various apprentice outreach agencies. The department will assure that each pool contains qualified applicants representative of all affected classes. A goal of 20 percent minorities and 40 percent females is established for the pool.

(d) **Alternative selection methods.** The sponsor may select apprentices by any other method providing that the sponsor demonstrates good faith efforts within the intent of these regulations.

(e) **Notification of applicants.** Each applicant will be notified whether or not he has been admitted to the appropriate eligibility pool based on meeting the minimum requirements established by the program sponsor.

(Effective March 19, 1982)

Sec. 46a-68-7. Record keeping

(a) **Sponsors.** Each sponsor shall keep the following records relevant to its apprenticeship program (1) the application of each applicant; (2) the qualifications of each applicant; (3) total applicants, applicants accepted and rejected by race, sex and physical

Regulations of Connecticut State Agencies

TITLE 46a. Human Rights

§46a-68-8

Commission on Human Rights and Opportunities

disability; (federal reporting records may be used as a base format) (4) apprentice program information.

(b) **Affirmative action plans.** Sponsors shall review their affirmative action plans for apprenticeship on an annual basis and update them where necessary.

(c) **Qualifications.** Each sponsor must maintain evidence that its qualification standards and selection methods are in accordance with the requirement set forth in section 46a-68-6 herein.

(d) The department will assist the sponsor upon request in establishing the above selection and record keeping procedures.

(e) **Records of the department.** The department shall keep adequate records, including registration requirements, individual program standards and registration records, program compliance reviews and investigations and any other records pertinent to a determination of compliance with this regulation.

(f) **Maintenance of records.**

(1) Apprentice applications - Each sponsor shall keep all apprentice applications for at least a one-year period unless a complaint has been filed, in which case it will be retained until the matter is resolved through all possible appeals.

(2) Applicant flow data shall be submitted to the department by the sponsor prior to the disposal of applications.

(3) Program information - Information relevant to the operation of the apprenticeship program shall be maintained for a period of one year subsequent to the term of the apprenticeship agreement unless a complaint has been filed, in which case pertinent records will be retained until the matter is resolved through all possible appeals.

(Effective March 19, 1982)

Sec. 46a-68-8. Compliance reviews

(a) **Conduct of compliance reviews.** The department will conduct regular reviews of apprenticeship programs to insure compliance with these regulations. Compliance reviews shall be of two types:

(1) A regular audit of each sponsor's program to be conducted as often as department resources and personnel allow, but not more than once in any 12-month period.

(2) A special audit to be conducted when the department has reason to believe such review is warranted. In both cases, the program sponsor will be notified at least one week in advance of the audit so that a mutually convenient appointment can be arranged.

(b) Where a compliance review indicates that the sponsor is not operating in accordance with this regulation, the department shall notify the sponsor in writing of the results of the review and make a reasonable effort to secure voluntary compliance on the part of the program sponsor within a reasonable time before undertaking sanctions under section 46a-68-12. In case of sponsors seeking new registration, the department will provide appropriate recommendations to the sponsor to enable it to achieve compliance for recognition purposes.

(Effective March 19, 1982)

Sec. 46a-68-9. Non-compliance with equal opportunity requirement

A consistent pattern or practice of non-compliance by a sponsor (or where the sponsor is a joint apprenticeship committee, by one of the parties represented on such committee) with federal and state laws or regulations requiring equal opportunity may be grounds for the imposition of sanctions in accordance with section 12 if such compliance is related to the equal employment opportunity of apprentices and/or graduates of such an apprenticeship program under this regulation. When such a pattern or practice is determined not to be in compliance with applicable laws and regulations, the department shall notify the sponsor that it will be given 60 days to bring its program into compliance with these laws and regulations. The sponsor shall take affirmative steps to assist and cooperate with employees and unions in voluntarily fulfilling their equal opportunity obligations.

(Effective March 19, 1982)

Sec. 46a-68-10. Complaint procedure

(a) Any apprentice or applicant for apprenticeship who believes that he or she has been discriminated against on the basis of race, color, religion, creed, sex, mental retardation, marital status, national origin, ancestry or physical disability, including but not limited to blindness, with regard to apprenticeship or that the equal opportunity standards with respect to his or her selection have not been followed in the operation of an apprenticeship program may, alone, or through an authorized representative, file a complaint with the department. The complaint shall be in writing and shall be signed by the complainant. It must include the name, address and telephone number of the person allegedly discriminated against, the program sponsor involved, and a brief description of the circumstances of the failure to apply the equal opportunity standards provided for in this regulation.

(b) The department will immediately refer all such discrimination complaints to the Connecticut commission on human rights and opportunities for the filing of a separate complaint with that commission pursuant to Conn. Gen. Stat. chapter 814(c). The department will use its good offices to resolve its complaint on an informal basis. All apprenticeship complaints received by the Connecticut commission on human rights and opportunities will be referred to the department to resolve on an informal basis. If the department is not able to resolve complaints informally, the Connecticut commission on human rights and opportunities will implement its regular complaint procedure on the separate complaint filed with it under chapter 814(c). If the department is able to resolve the complaint, the Connecticut commission on human rights and opportunities will determine whether the resolution of the complaint complies with the Connecticut human rights and opportunities law, and will resolve its separate complaint in a manner appropriate to that determination.

(c) The department will notify all applicants and apprentices of the above complaint procedure.

(Effective March 19, 1982)

Regulations of Connecticut State Agencies

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§46a-68-11

Commission on Human Rights and Opportunities

Sec. 46a-68-11. Adjustments in schedules

If, in the judgment of the department, a particular situation warrants and re-requires special processing and either expedited or extended determination, it shall take the steps necessary to permit such determination if it finds that no person or party effected by such determination will be prejudiced by such special processing.

(Effective March 19, 1982)

Sec. 46a-68-12. Sanctions

(a) Where the department, as a result of a compliance review or other reason, determines that there is reasonable cause to believe that an apprenticeship program is operating in a discriminatory manner, and corrective action has not been taken by the program sponsor, the department shall immediately undertake corrective action. If compliance is not forthcoming within a reasonable time, then the department shall immediately refer the matter and all pertinent information to the commission on human rights and opportunities for a determination through procedures conducted in accordance with chapter 814c.

(b) Deregistration proceedings shall be conducted either as a result of a compliance review conducted by the department, or as a result of a formal determination by the commission on human rights and opportunities. Deregistration shall be conducted in accordance with the following procedures:

(1) The department shall notify the sponsor, in writing, that a determination of discriminatory practices has been made and that the apprenticeship program will be deregistered based on the compliance review conducted by the department or a formal determination of the commission on human rights and opportunities.

(2) In each case which deregistration is ordered, the department shall make public notice of the order and shall notify the sponsor and the complainant, if any, and the United States labor department. The department shall inform any sponsor whose program has been deregistered that it may appeal such deregistration to the secretary in accordance with the procedures in federal regulations, 29 CFR 30.15.

(Effective March 19, 1982)

Sec. 46a-68-13. Reinstatement of program registration

Any apprenticeship program deregistered pursuant to this regulation may be reinstated upon presentation of adequate evidence to the department that the apprenticeship program will operate in accordance with this regulation in a non-discriminatory manner. Adequate evidence shall include, but not be limited to, a showing that the deficiency has been corrected, either by means of make-whole relief, prospective relief, or such other relief as shall be necessary to operate the program in a nondiscriminatory manner.

(Effective March 19, 1982)

Sec. 46a-68-14. Intimidatory or retaliatory acts

Any intimidation, threat, coercion, or retaliation by or with the approval of any sponsor

Regulations of Connecticut State Agencies

TITLE 46a. Human Rights

Commission on Human Rights and Opportunities

§46a-68-17

against any person or persons for the purpose of interfering with a right or privilege secured by Title VII of the Civil Rights Acts of 1964, as amended, Executive Order 11246, as amended, Conn. Gen. Stat. sec. 46a-60(a)(4), or because he or she had made a complaint, testified, assisted or participated in any manner in any investigative proceedings or hearings under this regulation or under the regulations issued by the commission on human rights and opportunities pursuant to Connecticut's human rights and opportunities laws shall be considered noncompliance with the equal opportunity standards of this regulation. The identity of complainants shall be kept confidential except to the extent necessary to carry out the purpose of this regulation including the conduct of any investigation, hearing or judicial proceeding arising therefrom.

(Effective March 19, 1982)

Sec. 46a-68-15. Nondiscrimination

The commitments contained in the sponsor's affirmative action program are not intended and shall not be used to discriminate against any qualified applicant or apprentice on the basis of race, color, religion, creed, national origin, sex, mental retardation, marital status, ancestry or physical disability, including but not limited to blindness.

(Effective March 19, 1982)

Sec. 46a-68-16. Requests for exemption

Requests for exemptions from these regulations, or any part thereof, shall be made in writing to the commissioner and shall contain a statement of reasons supporting the request. The department shall consult with the commission on human rights and opportunities before granting such requests. Exemptions may be granted for good cause shown. The department shall notify the United States Labor Department of any such exemptions granted affecting a substantial number of employees and the reason therefor.

(Effective March 19, 1982)

Sec. 46a-68-17. Cooperation with the commission on human rights and opportunities

The department, pursuant to the statutory obligation of Conn. Gen. Stat. sec. 46a-77, shall cooperate with the commission on human rights and opportunities in its enforcement of the requirements of this section and other applicable provisions of state and federal equal opportunity law. The commission on human rights and opportunities will cooperate with the department's efforts to enforce this section and to otherwise comply with the requirements of state and federal equal opportunity law.

(Effective March 19, 1982)

Bid Bond

CONTRACTOR:

(Name, legal status and address)

<< >>< >
<< >>

SURETY:

(Name, legal status and principal place of business)

<< >>< >
<< >>

OWNER:

(Name, legal status and address)

<< >>< >
<< >>

BOND AMOUNT: \$ << >>

PROJECT:

(Name, location or address, and Project number, if any)

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

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

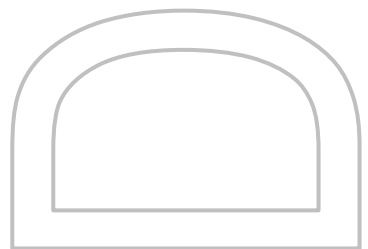
When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.



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.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.



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Signed and sealed this « » day of « », « »

(Witness)

(Witness)

« »

(Contractor as Principal) (Seal)

« »

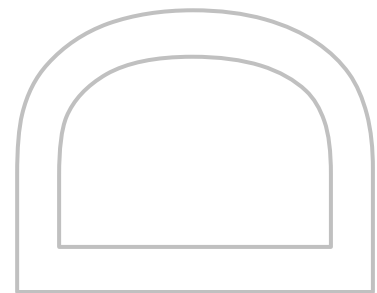
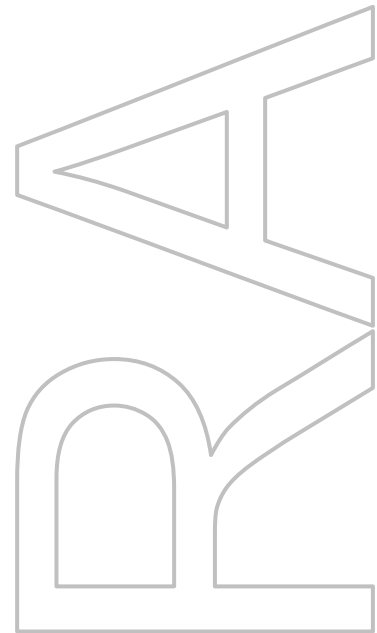
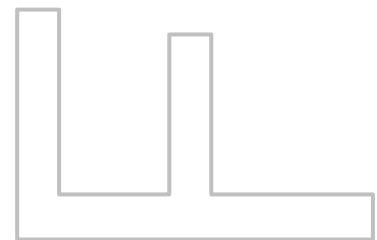
(Title)

« »

(Surety) (Seal)

« »

(Title)



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Performance Bond

CONTRACTOR:

(Name, legal status and address)

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

SURETY:

(Name, legal status and principal place of business)

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

OWNER:

(Name, legal status and address)

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

CONSTRUCTION CONTRACT

Date: << >>

Amount: \$ << >>

Description:

(Name and location)

<< Drafts >>

<< >>

BOND

Date:

(Not earlier than Construction Contract Date)

<< >>

Amount: \$ << >>

Modifications to this Bond: << >> None << >> See Section 16

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

SURETY

Company: (Corporate Seal)

Signature:

Name and << >><< >>

Title:

(Any additional signatures appear on the last page of this Performance Bond.)

Signature:

Name and << >><< >>

Title:

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

<< >>

<< >>

<< >>

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

<< >>

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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.

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§ 1 The Contractor and 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.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. 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;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

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

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

§ 5.3 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 a 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 Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 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, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven 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 Section 5.4, and the Owner refuses the payment 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 If the Surety elects to act under Section 5.1, 5.2 or 5.3, 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. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .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 Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 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, successors and assigns.

§ 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.

§ 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 years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two 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.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 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. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 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.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

« »

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

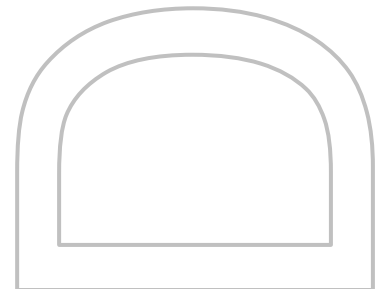
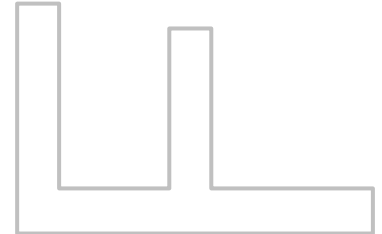
Company: _____ (Corporate Seal)

Signature: _____
Name and Title: « »« »
Address: « »

SURETY

Company: _____ (Corporate Seal)

Signature: _____
Name and Title: « »« »
Address: « »



DRAFT AIA[®] Document A312[™] - 2010

Payment Bond

CONTRACTOR:

(Name, legal status and address)

« »
« »

SURETY:

(Name, legal status and principal place of business)

« »
« »

OWNER:

(Name, legal status and address)

« »
« »

CONSTRUCTION CONTRACT

Date: « »

Amount: \$ « »

Description:

(Name and location)

« Drafts »

« »

BOND

Date:

(Not earlier than Construction Contract Date)

« »

Amount: \$ « »

Modifications to this Bond: None See Section 18

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

SURETY

Company: (Corporate Seal)

Signature:

Name and « »

Title:

(Any additional signatures appear on the last page of this Payment Bond.)

Signature:

Name and « »

Title:

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

« »

« »

« »

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

« »

« »

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« »

« »

« »

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.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1** have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2** have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 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.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. 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.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 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. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

<< >>

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____ (Corporate Seal)

Signature: _____
Name and Title: << >><< >>
Address: << >>

SURETY

Company: _____ (Corporate Seal)

Signature: _____
Name and Title: << >><< >>
Address: << >>

NON-COLLUSIVE AFFIDAVIT

AFFIDAVIT
(Prime Bidder)

State of _____)

ss

County of _____)

_____, being first duly sworn,
deposes and says:

1. That he/she is a () Partner; () Officer; () Owner of the firm of:

the party making the foregoing proposal or bid;

2. He/she is fully informed respecting the preparation and contents of the attached proposal or bid and all circumstances regarding the same;

3. Said proposal or bid is genuine and is not a collusive or sham proposal or bid;

4. Neither the said bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties-in-interest, including this affiant has in any way colluded, conspired, connived or agreed, directly or indirectly, with any bidder, or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiance or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the Town of Hampton or any person interested in the proposed contract.

5. The price or prices quoted in the attached proposal or bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of this Bidder or any of its agents, representatives, owners, employees, or parties-in-interest, including this affiant; and

Partial Roof Replacement for
John Trumbull Primary School
Watertown, CT

6. All statements in said proposal or bid are true.

(Signed): _____

(Title): _____

Subscribed and sworn to before me

This ____ day of _____, 20____.

Notary Public

My Commission expires _____, 20____.

DRAFT AIA® Document A305™ - 1986

Contractor's Qualification Statement

The Undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

SUBMITTED TO:

ADDRESS:

SUBMITTED BY:

NAME:

ADDRESS:

PRINCIPAL OFFICE:

- Corporation
 Partnership
 Individual
 Joint Venture
 Other

NAME OF PROJECT: *(if applicable)*

TYPE OF WORK: *(file separate form for each Classification of Work)*

- General Construction
 HVAC
 Electrical
 Plumbing
 Other: *(Specify)*

§ 1. ORGANIZATION

§ 1.1 How many years has your organization been in business as a Contractor?

§ 1.2 How many years has your organization been in business under its present business name?

§ 1.2.1 Under what other or former names has your organization operated?

§ 1.3 If your organization is a corporation, answer the following:

- § 1.3.1 Date of incorporation:
§ 1.3.2 State of incorporation:
§ 1.3.3 President's name:
§ 1.3.4 Vice-president's name(s)

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.

This form is approved and recommended by the American Institute of Architects (AIA) and The Associated General Contractors of America (AGC) for use in evaluating the qualifications of contractors. No endorsement of the submitting party or verification of the information is made by AIA or AGC.



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§ 1.3.5 Secretary's name:

§ 1.3.6 Treasurer's name:

§ 1.4 If your organization is a partnership, answer the following:

§ 1.4.1 Date of organization:

§ 1.4.2 Type of partnership (if applicable):

§ 1.4.3 Name(s) of general partner(s)

§ 1.5 If your organization is individually owned, answer the following:

§ 1.5.1 Date of organization:

§ 1.5.2 Name of owner:

§ 1.6 If the form of your organization is other than those listed above, describe it and name the principals:

§ 2. LICENSING

§ 2.1 List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable.

§ 2.2 List jurisdictions in which your organization's partnership or trade name is filed.

§ 3. EXPERIENCE

§ 3.1 List the categories of work that your organization normally performs with its own forces.

§ 3.2 Claims and Suits. (If the answer to any of the questions below is yes, please attach details.)

§ 3.2.1 Has your organization ever failed to complete any work awarded to it?

§ 3.2.2 Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers?

§ 3.2.3 Has your organization filed any law suits or requested arbitration with regard to construction contracts within the last five years?

§ 3.3 Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (If the answer is yes, please attach details.)

§ 3.4 On a separate sheet, list major construction projects your organization has in progress, giving the name of project, owner, architect, contract amount, percent complete and scheduled completion date.



§ 3.4.1 State total worth of work in progress and under contract:



§ 3.5 On a separate sheet, list the major projects your organization has completed in the past five years, giving the name of project, owner, architect, contract amount, date of completion and percentage of the cost of the work performed with your own forces.



§ 3.5.1 State average annual amount of construction work performed during the past five years:



§ 3.6 On a separate sheet, list the construction experience and present commitments of the key individuals of your organization.



§ 4. REFERENCES

§ 4.1 Trade References:



§ 4.2 Bank References:



§ 4.3 Surety:

§ 4.3.1 Name of bonding company:



§ 4.3.2 Name and address of agent:



§ 5. FINANCING

§ 5.1 Financial Statement.

§ 5.1.1 Attach a financial statement, preferably audited, including your organization's latest balance sheet and income statement showing the following items:

Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses);

Net Fixed Assets;

Other Assets;

Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes);

Other Liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus and retained earnings).

§ 5.1.2 Name and address of firm preparing attached financial statement, and date thereof:

[Redacted]

§ 5.1.3 Is the attached financial statement for the identical organization named on page one?

[Redacted]

§ 5.1.4 If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidiary).

[Redacted]

§ 5.2 Will the organization whose financial statement is attached act as guarantor of the contract for construction?

[Redacted]

§ 6. SIGNATURE

§ 6.1 Dated at this [Redacted] day of

Name of Organization:

By:

Title:

§ 6.2

[Redacted]

M [Redacted] being duly sworn deposes and says that the information provided herein is true and sufficiently complete so as not to be misleading.

Subscribed and sworn before me this [Redacted] day of

Notary Public:

My Commission Expires:



AIA[®] Document A101[®] – 2017

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

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

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

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

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

| DRAFT

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

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. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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.

Init.

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User Notes:

(3B9ADA4C)

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:

Init.

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User Notes:

(3B9ADA4C)

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

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

By the following date:

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

Portion of Work	Substantial Completion Date
-----------------	-----------------------------

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

ARTICLE 4 CONTRACT SUM

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

§ 4.2 Alternates

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

Item	Price
------	-------

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

Item	Price	Conditions for Acceptance
------	-------	---------------------------

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

Item	Price
------	-------

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

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

§ 4.5 Liquidated damages, if any: (Insert terms and conditions for liquidated damages, if any.)

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

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

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

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

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 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.)

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

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

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

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

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

§ 5.2 Final Payment

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

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

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

§ 5.3 Interest

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

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

%

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

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

§ 6.2 Binding Dispute Resolution

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

(Check the appropriate box.)

Arbitration pursuant to Section 15.4 of AIA Document A201–2017

Litigation in a court of competent jurisdiction

Other *(Specify)*

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

ARTICLE 7 TERMINATION OR SUSPENSION

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

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

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

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

ARTICLE 8 MISCELLANEOUS PROVISIONS

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

§ 8.2 The Owner’s representative:

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

§ 8.3 The Contractor’s representative:

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

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

§ 8.5 Insurance and Bonds

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

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

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

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

§ 8.7 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

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

.5 Drawings

Number	Title	Date
--------	-------	------

.6 Specifications

Section	Title	Date	Pages
---------	-------	------	-------

.7 Addenda, if any:

Number	Date	Pages
--------	------	-------

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

.8 Other Exhibits:

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

Init.

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)

Additions and Deletions Report for **AIA® Document A101® – 2017**

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 16:47:52 ET on 05/13/2020.

PAGE 1

DRAFT

PAGE 6

Litigation in a court of competent jurisdiction

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Thomas Hibbard, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 16:47:52 ET on 05/13/2020 under Order No. 4564272748 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ - 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

**CURRENT PREVAILING WAGE RATES
FOR
WATERTOWN, CT**

**IN COMPLIANCE WITH SECTION 31-53 OF
THECONNECTICUT GENERAL STATUTES (C.G.S.)**

SHALL BE INSERTED

PRIOR TO RELEASE FOR BIDDING

ANNUAL ADJUSTMENTS OF WAGE RATES

WILL BE AS REQUIRED

PER C.G.S. SECTION 31-55a

SECTION 01 10 00
GENERAL REQUIREMENTS

1.1 GENERAL SCOPE:

- A. The General Conditions, Supplementary General Conditions, Supplementary Instructions to Bidders, and all other parts set forth in Part 1 of the Specifications is hereby made a part hereof unless specifically accepted.

1.2 QUALIFICATIONS:

- A. The Contractor shall have been regularly engaged in construction and the installation and fabrication of the type work set forth in the Contract Documents for a period of not less than five (5) years prior to the Bid date set forth in the Contract Documents.
- B. The Contractor shall have adequate Plant & Equipment facilities for the proper performance of the work set forth in the Contract Documents, and all such Plant & Equipment facilities shall be subject to the approval of the Owner.
- C. The Owner shall be the sole judge and shall have the final privilege to approve or disapprove the qualifications of the Contractor, and to approve or disapprove his Plant & Equipment facilities available to perform the work required by the Contract Documents.

1.3 EXAMINATION OF SITE:

- A. The Contractor is required to attend the Pre-Bid meeting and to fully acquaint himself with the Site and with the existing conditions, so that he may fully understand the facilities, difficulties, and restrictions attending the execution of the work under the Contract. The failure of the Contractor to visit the Site and acquaint himself with the conditions there existing in connection with the existing Site conditions, shall in no way relieve the Contractor from any obligations with respect to the work included in the Contract. The submission of a Bid by the Contractor shall be taken as prima facie evidence of compliance with this Section.
- B. The Contractor shall include in his Bid, all costs for the full completion of all work under the Contract as indicated on the Drawings and specified in the Specifications, including all items of work required and necessary due to existing conditions encountered in-the-field during the process of performing the work; all costs in connection with encountered existing conditions shall be performed by the Contractor at no additional cost to the Owner.

1.4 INSPECTIONS:

- A. The Contractor shall be responsible for the proper inspection of his work during its installation by his workmen, his sub-contractors, all lawful authorities, other workmen which may be engaged by the Owner, and the Contractor shall obtain and pay for all necessary permits, fees, and other requirements.
- B. The Contractor shall comply with all laws relative to persons employed by him or his sub-contractors.

1.5 INTENT:

- A. It is the intention of the Drawings and Specifications that all work shall be fully completed, tested, and placed into final operation for the use intended. All materials, equipment, apparatus, appliance workmanship, etc., shall be new and of first-class quality.
- B. Any apparatus, appliance, material, or work not indicated on the drawings but mentioned in the Specifications, or vice versa, or all miscellaneous materials and workmanship not indicated on the Drawings or mentioned in the Specifications but necessary and required by the Owner to make the work complete and finished in all respects and made ready for use intended by the Owner, even if not particularly specified in the Drawings and Specifications, shall be provided by the Contractor without additional cost to the Owner.

1.6 APPROVAL OF MATERIALS:

- A. The materials, workmanship, design, and arrangement of all work installed under the Contract shall be subject to the approval of the Architect.
- B. Within twenty one (21) days after the Notice to Proceed with the work has been issued to the Contractor and prior to the submission of any shop drawings for approval, the Contractor shall submit to the Architect for approval, a complete list of Manufacturers of all equipment and materials proposed for use in the work. No approvals will be rendered by the Architect on any shop drawing submitted before the complete "List of Manufactures" is approved. Any item of equipment or materials not submitted for approval on the "List of Manufacturers" within the twenty one (21) day period will not be approved unless it shall be of the exact make and characteristic specified in the Contract Documents.

1.7 SHOP DRAWINGS:

- A. Prior to delivery to the job site, but sufficiently in advance of requirements necessary to allow the Architect ample time for review, the Contractor shall submit for review six (6) copies each of shop drawings of all equipment, materials, tapered insulation, piping, wiring, hardware, fixtures, equipment, etc., and further shall obtain review approval for same from the Architect before installing any of the same in the work of the Project.

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- B. The review shall be only for general conformance with the design concept and general Compliance with the information given in the Contract Documents. It shall not include review of quantities, dimensions, weights or gauges, fabrication processes, construction methods, etc., all of which shall be the sole responsibility of the Contractor. The Contractor shall not be relieved from furnishing materials or work as may be required for the completion of all items of work intended by the Owner.
- C. Prior to submission of shop drawings, the Contractor shall thoroughly check each shop drawing and shall reject those not conforming to the Contract Documents, and he shall indicate by his signature thereon that the shop drawings submitted in his opinion meet the full requirements of the Contract Documents. The requirements herein for shop drawings shall be in addition to the requirements set forth in the General Conditions.

1.8 SHUTDOWNS:

- A. The temporary shutdown by the Contractor of the existing systems, construction, equipment, etc., shall be performed at such time as shall be agreed to by the Owner.
- B. The Owner shall be notified of estimated duration of the shutdown period at least ten (10) days in advance of the date the work is to be performed. The maximum duration of any shut down shall not exceed two (2) hours.
- C. Work shall be arranged for continuous performance, including overtime periods if so required, to assure that existing operating services, equipment, passageways, construction, etc., shall be shut down only during the time actually required to make necessary connections.

1.9 RENOVATION WORK:

- A. The Contractor shall disconnect, remove, relocate, replace, reconnect, rebuild, reconstruct, etc., all encountered existing equipment, materials, piping, wiring, electrical systems, heating systems, plumbing systems, boilers, valves, tanks, pumps, foundation walls and/or footings, piers, walls, and all other items of existing construction, including all site improvements such as lawns, curbs, walks, etc., encountered during the performance of the work under the Contract.
- B. The Contractor shall construct, build, re-construct, rebuild, and restore and replace to its original condition or with new and/or existing similar materials, all items of surface and subsurface construction which has been interrupted, changed, or altered in any way by and during the performance of the work under the Contract.

1.10 WORK SCHEDULE:

- A. The Contractor shall submit a Work Schedule for approval by the Owner which shall set forth the date and time for each area and/or phase of site work, the commencement of any work under the contract. The Contractor shall schedule his work so that the installation of new work shall be fully completed as soon as possible. The Contractor shall prepare the Work Schedule in accordance with the limits of Contract Time set forth in the Contract Documents.
- B. The Contractor shall schedule his work in a manner to provide not less than three (3) days written notice to **Watertown Board of Education and Hibbard & Rosa Architects, L.L.C.** prior to the performance of work under the contract. The Contractor shall take precautions to ensure all walkways and entrances/exits remain clear and unobstructed for use by the occupants. The Contractor shall conform to the Work Schedule approved by the Owner.

1.11 OCCUPANCY OF BUILDING:

- A. Attention is directed to the fact that the Buildings on the site will be continuously occupied throughout the period required for the Contractor to perform the work set forth in the Contract Documents. The Contractor shall limit the hours of work from **7:00 AM to 5:30 PM** local time Monday thru Friday, no holidays.
- B. Work required outside of normal hours will require an East Hartford Facility employee to be present and the contractor will pay for all payroll related expenses for the duration of the time worked.
- C. The Contractor shall perform his work in a manner, form, schedule, and sequence, so that the normal occupancy of the Buildings on the site shall be maintained in continuous operation without causing any undue inconvenience or interruption to the safety, use, and function of the Buildings by the occupants.

1.12 CODES AND REGULATIONS:

- A. The Contractor shall comply with all codes and regulations of the local Municipality, the State of Connecticut, all Utility Companies, Telephone Company, Cable Company and all other governing Agencies having jurisdiction over the project.
- B. The Contractor shall, prior to the acceptance of all work by the Owner, furnish written proof of the acceptance of all work by the local Municipality, the Utility Companies, the State of Connecticut, **Watertown Board of Education** and all other governing Agencies having jurisdiction over the Project.
- C. The Contractor shall pay for all fees in connection with the installation of the work and he shall pay for all fees charged by the local Municipality, by Utility Companies, and all other governing Agencies having jurisdiction over the Project.

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1.13 EXISTING IMPROVEMENTS:

- A. Maintain in operating condition, all active utilities, driveways, streets, parking areas, sidewalks, lighting systems, electric services, plumbing systems, heating systems, telephone systems, cable systems, fire alarm systems, and all other active utilities and improvements.
- B. The Contractor shall make interruptions to the existing systems only when necessary and shall maintain interruptions to the existing systems to an absolute minimum and only upon approval by the owner, and he shall provide the Owner with complete information as to the time, location, sequence and length of each system interruption. Unless otherwise permitted by the owner, the Contractor shall maintain continuous service of all existing and new system or systems at all times to all adjacent tenant occupied buildings and areas.
- C. Maintain vehicular traffic through streets as per local Municipality requirements; do not completely block passage of vehicles and maintain at all times open traffic lanes for access by all types of vehicular traffic. Provide temporary barricades, enclosures, separators, signs, etc., as may be required for streets, sidewalks, vehicles, pedestrians, and other type traffic. The Contractor shall comply with all rules, regulations, and laws governing the work and for the continued customary use of the Buildings and all areas of the Project Site.

1.14 SAMPLES:

- A. When so requested by the Owner and prior to commencement of work under the Contract, the Contractor shall submit samples for review and approval by the Owner. The Contractor shall deliver the samples to the office of the Owner or to such other location stipulated by the Owner, and the samples shall be complete with not less than **three (3) copies** of the Manufacturer's literature, printed data, etc.
- B. The Owner shall be the sole judge and shall have the final privilege to approve, disapprove, or reject samples submitted by the Contractor.
- C. The Contractor shall furnish affidavits certifying that materials used in the Project comply with the Specifications. Affidavits shall be in the form and manner approved by the Architect; submitted in duplicate, properly executed, signed as required for each item of material used in the performance of the Contract.

1.15 SLEEVES, ETC.:

- A. The Contractor shall provide and shall be held responsible for the location of and maintaining in proper position, all sleeves, inserts, anchor bolts, openings, holes, etc., required for the work.
- B. All sleeves shall have an internal diameter of one (1) inch larger than the outside diameter of the pipe, conduit, raceway, duct, etc., passing through the construction.

- C. Sleeves through outside exposed to the weather construction shall be of Schedule 40 galvanized steel pipe. Sleeves through interior partitions of non-masonry construction shall be of not less than No. 22 gauge galvanized sheet steel. All sleeves shall be set flush with the finished surfaces of floors, roofs, walls, partitions, etc.
- D. The space between the sleeve and the pipe (both interior and exterior sleeves) shall be packed with non-staining Ethafoam plastic rope, and shall be surface caulked with a waterproof sealant meeting the approval of the Architect. Provide all sleeves located in exposed to view areas with escutcheon plates.

1.16 ESCUTCHEONS:

- A. Where exposed to view pipes, conduits, sleeves, etc., pass through floors, walls, partitions, ceilings, etc., they shall be fitted with neat, heavy spun or stamped escutcheon plates firmly secured to the pipes, conduits, etc. All escutcheon plates shall be of sufficient outside diameter to amply cover the sleeve openings. All escutcheon plates shall be non-ferrous metal and shall be chrome plated.

1.17 SCAFFOLDING, RIGGING, HOISTING EQUIPMENT, ETC.:

- A. The Contractor shall provide and remove when no longer necessary, all scaffolding, rigging, hoisting equipment, temporary coverings, and other service necessary for the performance of all work under the Contract.
- B. Install and remove all temporary coverings and leave all existing construction neat, clean, and free of all debris.

1.18 CLEANING, REMOVAL OF DEBRIS:

- A. The Contractor shall periodically or as directed during the progress of the work, remove and properly dispose of all debris, and shall keep the premises clean and clear of all obstructions. At the end of each day the site shall be cleaned and left in a neat and orderly condition. Upon completion of the work, he shall remove all temporary construction, facilities and materials, and shall leave the Building and the Project Site in a neat and clean condition.
- B. All debris due to removal and installation of new work shall be removed and loaded into dumpsters. All full dumpsters shall be removed by the Contractor from the site by the end of each work day. All dumpsters shall be removed by the Contractor from the site at the end of the work week. Dumpsters left overnight will be covered.

1.19 RENOVATIONS TO EXISTING CONSTRUCTION:

- A. All changes, additions, alterations, renovations, deletions, removal, replacements, reconstruction, etc., which are necessary and required for the installation of new work shall be included in the Contract. The items of work throughout the various Divisions of the Contract Documents shall be coordinated under this Division of the work to the extent that all alterations, changes, additions, deletions, reconstruction, replacements, etc., to the existing construction work shall be fully completed for the use intended by the Owner, and all such work shall be performed by the Contractor at no additional cost to the Owner.
- B. The Contractor shall remove, replace, reconstruct, reduce, enlarge, alter, cut, patch, repair, drill, and cover, etc., all existing items of work. Include all site improvements, general construction, mechanical construction, electrical work, heating and ventilating work, plumbing systems, fire alarm systems, telephone systems, cable systems etc., which have been damaged or disturbed by and during the performance of the work under the Contract, and all of which shall be restore to their original condition and use by the Contractor at no additional cost to the Contract.
- C. Exercise proper care in the removal of existing construction so that structural stability of the existing construction will not be impaired; protect existing construction from damage and take all necessary precautions to avoid undue damage to all finishes.
- D. All existing construction shall be patched, adjusted and repaired using similar materials to match the original condition and construction insofar as possible. Patch and repair walls, floors, roofs, ceilings, concrete and brick work, and all other existing finishes and construction.
- E. All penetrations through floors, ceilings, walls, etc., shall be properly sealed (and fire rated where required) with proper non-combustible sealant materials.

1.20 CO-ORDINATION OF WORK WITH OTHERS:

- A. Attention is directed to the fact that the Owner may award a separate Contract or Contracts for various items of work throughout the Project.
- B. The Contractor shall coordinate his work with the Contractors or Contractor engaged by the Owner so that each and all Contractors performing work for the Owner shall share equally in the advantages and disadvantages of performing the work under their various Contracts.
- C. Each Contractor shall notify and shall coordinate all items of work with each other individual Contractor. Coordinate temporary interruptions to the heating system, shutdowns, temporary connections and services, removal and replacements of existing work, installation of new work, and all other items for work, so that the combined effort of all Contractors or Contractor will produce the full completion of the Owner intended work set forth under the Contract.

1.21 MISCELLANEOUS CUTTING, PATCHING, ETC.:

- A. The Contractor shall perform all items of concrete work, masonry work, carpentry work, excavating and backfilling work, mechanical work, electrical work, and all other type construction due to the installation of work under the Contract.
- B. During the performance of miscellaneous cutting, patching etc., the Contractor shall maintain all operational heating and plumbing lines, electrical lines, service lines, and all other necessary services in operating condition during the performance of work required by the Contract. The Contractor shall maintain all required services to each occupied area, so that all areas shall be habitable and can be occupied for normal customary use by the occupants. Provide all temporary connections, construction, supports, etc. required, and all such work shall be completely removed when no longer required.

1.22 INTERPRETATION OF DRAWINGS & SPECIFICATIONS:

- A. Any questions or disagreements arising as to the true intent of this specification or the Drawings, or the kind and quality of work required thereby, shall be decided by the Architect, whose interpretations thereof shall be final, conclusive, and binding on all parties.
- B. In the case of any discrepancies between Drawings and Specifications, or within either document itself, the better quality, greater quantity or more costly work shall be included in the Contract Price, and shall be furnished and installed in the performance of the required work.
- C. In the case of any discrepancies between Part 1 and part 2 of the Specification Manual, the requirements as specified in Part 2 of the Specification Manual shall prevail.

1.23 APPROVAL:

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

1.24 SUBSTITUTIONS:

- A. Substitutions of equipment or materials other than those indicated on the Drawings or in the Specifications, shall be confined to only those manufacturer's listed, or those otherwise indicated, and may be made only upon written approval from the Architect.

- B. The Contractor shall submit his substitution for approval before releasing order for fabrication and/or shipment. Submittal will be forwarded with a letter of transmittal or cover letter listing all items for approval. The Architect reserves the right to disapprove such substitution, provided, in his opinion, the item offered is not equal to the item specified.
- C. Where a Contractor proposes to use an item of material or equipment other than that specified or detailed on Drawings, and which requires any redesign of the roof and/or structure, or architectural lay-out, all such redesign and all new drawings and details required thereof shall, with the approval of the Architect be prepared by the Contractor at his own expense.
- D. Where such approved deviation requires a different quantity and arrangement of material and equipment from that specified or indicated on the drawings, subject to the approval of the Architect, the Contractor shall provide any such material, structural supports, and any other items at no additional cost to the Owner.

1.25 APPROVAL OF INSTALLATION:

- A. The materials, workmanship, design, and arrangement of all work installed under the contract shall be subject to the approval of the Architect. If material or equipment is installed before layout and design of same is approved, the contractor shall be liable for the removal and replacement of all such unapproved work at no extra cost to the Owner.

1.26 ROYALTIES & PATENTS:

- A. The Contractor shall pay all royalties and shall defend all suits or claims for infringement of any patent Windsor rights and shall save the Owner harmless from loss on account thereof.
- B. If the Contractor observes that a process or article specified is an infringement of a patent, he shall promptly notify the Architect in writing, and any necessary changes shall be adjusted as provided in the Contract for changes in the work. If the Contractor performs any work specified, knowing it is to be an infringement of a patent, he shall bear all costs arising therefrom.

1.27 PROTECTION OF WORK & PROPERTY:

- A. The Contractor shall be responsible for the maintenance and protection of all equipment, materials, and tools, supplied by him and stored or installed on the job site, from loss or damage of all causes, until final acceptance.
- B. The Contractor shall be responsible for the protection of any finished work of other trades from damage or defacement by his operations and must remedy any such injury at his own expense.

1.28 ACCESSIBILITY:

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

1.29 TESTS:

- A. All equipment shall be tested as specified under the various sections of the work. Labor, materials, instruments, and power required for testing shall be furnished by the Contractor, unless otherwise indicated under the particular section of the Specifications.
- B. Tests shall be performed in the presence and to the satisfaction of the Architect, and such other parties as may have legal jurisdiction.
- C. All defective work shall be promptly repaired or replaced and the tests shall be repeated until the particular system and component parts thereof receive the approval of the Architect.
- D. Any damages resulting from tests shall be repaired and damaged materials replaced, all to the satisfaction of the Architect.
- E. The duration of tests shall be as determined by all Authorities having jurisdiction, but in no case less than that prescribed in each section of the Specification.
- F. Equipment and systems which normally operate during certain seasons of the year shall be tested during the appropriate season. Tests shall be performed on individual equipment, systems and their controls. Wherever the equipment of systems under test is inter-related with, and depends upon, the operation of other equipment, systems, and controls for proper operation, functioning and performance, the latter shall be operated simultaneously with the equipment or system being tested.
- G. All costs in connection with tests shall be paid for by the Contractor.

1.30 AS-BUILT DRAWINGS:

- A. The Contractor shall keep concurrent with the installation of the progress of the work, an accurate record of the as-built location and condition of all work performed under the Contract. All as-built information shall be recorded on a clean set of Black and White Contract Drawings and shall indicate the final location of all items of work complete with Dimensions, sizes, notations, etc.

- B. Upon completion of all work and prior to Final Acceptance of all work under the Contract, the Contractor shall transfer all as-built information to clean set of Black and White Zerox Contract Documents. Submit all final as built Drawings to the Architect for final approval and acceptance.

1.31 OWNERSHIP OF DRAWINGS & SPECIFICATIONS:

- A. All Drawings, Specifications, and copies thereof furnished by the Architect are his property and they are not to be used on other work, and shall be returned to the Architect at the completion of the work.
- B. On the award of the Contract, the Architect will issue to the Contractor Three (3) stamped and signed copies of the drawings and specifications for permit application. Contractor may acquire additional copies through County Reproductions

1.32 TEMPORARY SERVICES:

- A. Refer to specification section 01 50 00, "Temporary Facilities and Controls" for information on the following items:
 - 1. Temporary Electricity
 - 2. Temporary Lighting
 - 3. Temporary Telephone Service
 - 4. Temporary Water Service
 - 5. Temporary Sanitary Facilities
 - 6. On-site Parking

1.33 GUARANTY:

- A. The Contractor shall guaranty all work performed under the Contract for a period of two (2) years from the date of final acceptance by the Owner of all work under the Contract. Final acceptance will be as set forth in a written notice by the Owner to the Contractor. This Owner will give notice of observed defects to the Contractor with reasonable promptness and the Contractor shall remove, patch, repair, and adjust all defective work immediately in accordance with the terms of the Contract.
- B. The above guaranty shall be in addition to all work guarantees and warranties required under the Contract.

1.34 CONTRACTOR'S PERSONNEL:

- A. Smoking and the consumption of food and beverages throughout the Buildings and on the site shall not be permitted. The consumption of alcoholic beverages shall not be permitted on-site at any time. The use of radios, boom boxes and similar type units shall not be permitted on-site at any time.

END OF SECTION

SECTION 01 22 00
UNIT PRICES

1.1 SUMMARY:

- A. This section includes: Procedures for Identification and description of Unit Prices for various building components and systems which shall be used to establish cost of change in the scope of the work which may occur.
- B. Related Sections
 - 1. Bidding form: Quotation of the cost of proposed unit prices.
 - 2. Owner-Contractor agreement: Incorporation of unit prices into the Work.
 - 3. Sections of the Specifications listed under the respective unit prices.

1.2 COORDINATION:

- A. Coordinate pertinent related work and modify surrounding work required to properly integrate the work provided by unit prices, and to provide the complete construction required by Contract Documents.

1.3 DESCRIPTION OF UNIT PRICES:

- A. Unit price and rules of measurement as listed in Bid Form shall be used in evaluating additions and deductions to the Contract Price and shall be used for all classifications of the work irrespective of the quantity involved.
- B. The Contractor shall quote his Base Bid Proposal the Unit Prices included in the bid form, which may be as selected by the Owner.

END OF SECTION

SECTION 01 23 00
ALTERNATES

1.1 SUMMARY:

- A. This section includes: Identification and description of Alternate work
- B. Related Sections
 - 1. Bidding form: Quotation of the cost of proposed alternate.
 - 2. Owner-Contractor agreement: Incorporation of alternate price(s) into the Work.
 - 3. Specification sections identified in each Alternate.

1.2 PROCEDURES:

- A. Alternate(s) will be exercised at the option of the Owner. Acceptance will be designated in the Owner-Contract Agreement.
- B. Coordinate related work and modify surrounding work as required to complete the work. Including changes under each Alternate, when acceptance is designated in the Owner-Contract Agreement

1.3 DESCRIPTION OF ALTERNATES:

A. Add Alternates Summary

1. Add Alternate No. 1

Increase the warranty period of the two ply modified bituminous roof system from 20 years to 30 years, as depicted on sheets A3, A-4, A-5, A-6, A-7 & A-8. All other requirements of the two ply modified bituminous roof systems and requirements shall be remain the same. Roof area of approximately 117,341 sq. ft.

- 2. In the event any combination of alternates is accepted by the Owner all materials and workmanship shall comply with applicable contract documents and specification sections.

END OF SECTION

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SECTION 01 31 13
COORDINATION

1.1 GENERAL SCOPE:

- A. The General Conditions, Special Conditions, Instructions to Bidders, and all other parts set forth in Part 1 of the Specifications are hereby made a part hereof unless specifically excepted.

1.2 COORDINATION:

- A. Coordinate scheduling, submittals and work of the various Specification sections to assure efficient and orderly sequence of installation of interdependent construction elements with provisions for accommodating items installed later.
- B. Verify that utility requirement characteristics of operating equipment are compatible with building utilities. Coordinate work of various specification sections having interdependent responsibilities installing, connecting, and placing such equipment and utilities in service.
- C. Coordinate completion and clean-up of work of separate sections of Specifications in preparation for completion of all portions of Work.

1.3 CUTTING AND PATCHING:

- A. Employ skilled and experienced installers to perform cutting and patching.
- B. Submit written request in advance of cutting or altering elements which effect the following:
 - 1. Structural integrity of element.
 - 2. Integrity of weather-exposed or moisture-resistant elements.
 - 3. Performance, efficiency, maintenance and safety of element.
 - 4. Visual qualities of exposed-to-view elements.
 - 5. Work of Owner and separate contractors.
- C. Execute cutting, fitting, and patching to complete Work, and to:
 - 1. Fit the several parts together and to integrate with other work.
 - 2. Uncover Work to install or correct ill-timed Work.
 - 3. Remove and replace defective and non-conforming work.
 - 4. Remove samples of installed work for testing.

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5. Provide openings in elements of work for penetrations of mechanical and electrical work.
- D. Execute work by methods which will avoid damage to other work, and provide proper surfaces to receive patching and finishing.
1. Provide required protection and support for existing surfaces and components.
 2. Cut rigid materials using masonry saw or core drill.
- E. Restore work with new products in accordance with requirements of Contract Documents.
1. Fit new and existing work tight to pipes, sleeves ducts, conduits, and other penetrations through surfaces.
 2. All finish or new/disturbed grades shall be made to blend smoothly and evenly into existing work on the property.
 3. Refinish surfaces to match adjacent finishes. For continuous surfaces, refinish to nearest intersection. For an assembly, refinish entire unit.
- F. In the event hazardous substances or conditions are exposed during the work, identify such hazards to the Architect for decision or remedy.

END OF SECTION

SECTION 01 31 19
PROJECT MEETINGS

1.1 GENERAL SCOPE:

- A. The General Conditions, Special Conditions, Instructions to Bidders, and all other parts set forth in Part 1 of the Specifications are hereby made a part hereof unless specifically excepted.

1.2 MEETING REQUIREMENTS:

- A. Schedule regular job Site meetings at intervals of approximately one (1) week.
- B. Arrange for special meetings as may be required due to progress of the work.
- C. Meetings shall be held at the Project Site.
- D. Attendance shall be by: Owner's Representative, Architect, Contractor, Sub-Contractors, Suppliers, and such other Persons or Companies appropriate to the project construction work. All Persons attending the meetings shall be qualified, familiar with the Project, and authorized to conclude matters relating to the Project.

1.3 SUGGESTED AGENDA:

- A. Project job Site meeting shall in general contain the following agenda:
 - 1. Review of progress report and construction schedule.
 - 2. Review of off-site fabrication, delivery schedules.
 - 3. Review submittal schedules.
 - 4. Review of follow-up list of problems and incompletions.
 - 5. Field observations, problems, conflicts.
 - 6. Maintenance of quality standards.
 - 7. Review proposed changes for effect on construction schedule, completion date and other contracts.
 - 8. Other business pertinent to the work of the Project.

END OF SECTION

SECTION 01 33 00
SUBMITTALS

1.1 GENERAL SCOPE:

- A. The General Conditions, Special Conditions, Instructions to Bidders, and all other parts set forth in Part 1 of the Specifications are hereby made a part hereof unless specifically excepted.

1.2 SUBMITTAL PROCEDURES:

A. Transmittals to Architect:

1. Transmit each submittal to Architect with sequentially numbered transmittal forms. Number re-submittals with original number and an alphabetic suffix.
2. Identify Project, Contractor, subcontractor, supplier, pertinent drawing and detail numbers, and specification section numbers as appropriate.
3. Provide space for Contractor and Architect review stamps.
4. Identify deviations from Contract Documents.

- B. Contractor's review: Apply Contractor's stamp, signed or initialed certifying that review, verification of products required, field dimensions, adjacent construction work, and coordination of information, is in accordance with the requirements of the Work and the Contract Documents.

C. Submittals:

1. Schedule submittals to expedite the Project. Deliver to the Architect in compliance with Construction Progress Schedule.
2. Coordinate submission or related item.
3. Submit all items relating to color selection within 30 days after award of contract. Color selection will not be made until all color related submittals have been received.

- D. Revise and resubmit submittals as required, identify changes made since previous submittal.

- E. Distribute copies of reviewed submittals to appropriate parties.

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1.3 CONSTRUCTION PROGRESS SCHEDULE:

A. Submittals:

1. Submit initial progress schedule in duplicate within 15 days after date of Notice to Proceed for Architect review. Submitted schedules shall indicate all work to be scheduled and performed by or before the stated date of substantial completion.
2. Revise and resubmit as required.
3. Submit revised schedules with each Application for Payment, identifying changes made since from previous version.

B. Format – One of the following:

1. Computer generated horizontal bar chart with separate line for each major section of work or operation, identifying first work day of each week.
2. Computer generated network analysis diagram using the critical path method, generally as outlined in Associated General Contractors of America AGC, publication "The Use of CPM in Construction – A Manual for General Contractors and the Construction Industry."

C. Indicate the following:

1. Indicate complete sequence of construction by activity, identifying work of separate stages and other logically grouped activities. Indicate the early and late start, early and late finish, float dates, and duration.
2. Indicate estimated percentage of completion for each item of work at each submission.
3. Indicate submittal dates required for shop drawings, product data samples, and product delivery dates.
4. Indicate delivery dates for items furnished by Owner and under Allowances.

1.4 SCHEDULE OF VALUES:

A. Submittal:

1. Submit initial schedule in duplicate with 15 days after date of Owner- Contractor Agreement. After review by Architect revise and resubmit as required.

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2. Submit revised schedule with each Application for Payment, reflecting changes since previous submittal.
- B. Format:
1. Submit typed schedule on AIA Form G703 – Application and Certificate for Payment Continuation Sheet. Contractor's standard form or media-driven printout will be considered on request.
 2. Utilize the table of Contents of this Project Manual. Identify each line item with number and title of the major specification Section.
 3. Identify Site mobilization.
- C. For Unit Cost Allowance, identify quantities taken from Contract Documents multiplied by the unit cost to achieve the total for the item.
- D. Include separately from each line item a directly proportional amount of Contractor's overhead and profit.
- 1.5 PROPOSED PRODUCTS LIST:
- A. Within 10 days after date of Notice to Proceed, submit complete list of major products proposed for us, with name of manufacturer, trade name, and model number of each product.
 - B. For products specified only by reference standards, give manufacturer, trade name, model or catalog designation, and reference standard.
- 1.6 PRODUCT DATA:
- A. Submit the number of copies which the Contractor requires, plus two copies which will be retained by the Architect.
 - B. Mark each copy to identify applicable products, models, options, and other data. Supplement Manufacturers standard data to provide information unique to this product.
 - C. After review, distribute in accordance with Submittal Procedures above. Provide copies for Record Documents described in Section 01 70 00 Contract Closeout.

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1.7 SHOP DRAWINGS:

- A. Submit the number of opaque reproductions which the Contractor requires, plus two copies which will be retained by the Architect.
- B. After review, distribute in accordance with Submittal procedures above and for Record Documents described in Section 01 70 00.

1.8 SAMPLES:

- A. Submit samples to illustrate functional and aesthetic characteristics of the product, with integral parts and attachment devices. Coordinate sample submittal for interfacing work.
- B. Submit samples of finishes in selected custom or standard colors, patterns, and textures for Architect selection.
- C. Identify each sample. Include full Project information.
- D. Submit the number of samples specified in individual specification sections or the number required by Contractor, plus one which will be retained by the Architect. Observe Submittal Procedures, above, relating to color submittals.
- E. Reviewed samples which may be used in the Work are indicated in individual specification sections.

1.9 MANUFACTURER'S INSTRUCTIONS:

- A. When specified in individual Specification Sections, submit manufacturer's printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, in quantities specified for Product Data.
- B. Identify conflicts between manufacturer's instructions and Contract Documents.

1.10 MANUFACTURER'S CERTIFICATES:

- A. When specified in individual specification sections, submit manufacturer's certificate to Architect for review, in quantities specified for Project Data.
- B. Indicate that material or product conforms to or exceeds specified requirements. Submit supporting references date, affidavits, and certifications as appropriate.

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1.11 DOCUMENT REVIEW:

- A. When required by individual Specification Section, require installer and agent of manufacturer of product system to:
 - 1. Review the Contract Documents.
 - 2. Verify that systems are appropriate for the intended use.
 - 3. Submit a statement of concurrence signed by installer and manufacturer.
- B. Submit three copies of the statement of concurrence to Architect for review and acceptance.
- C. Do not proceed with installation until Architect has reviewed and accepted statement of concurrence.

END OF SECTION

SECTION 01 43 33.75
ROOFING MANUFACTURER'S FIELD SERVICES

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including the Conditions of the Contract and Division 07 Specification Sections apply to this Section.

1.2 SUMMARY

- A. Section includes Manufacturer's field services for roofing assemblies.

1.3 REFERENCES

- A. International building Code (current edition) or local authority building code.
- B. American Society of Civil Engineers (ASCE): ASCE 7, Minimum Design Loads for Buildings and Other Structures.
- C. Factory Mutual Global (FMG): Roof Assembly Classifications.
- D. National Roofing Contractors Association (NRCA): Roofing and Waterproofing Manual.
- E. American National Standards Institute and Single Ply Roofing Institute (ANSI/SPRI): ANSI/SPRI ES-1 Testing and Certification Listing of Shop Fabricated Edge Metal.

1.4 SUBMITTALS FOR REVIEW

- A. Product Data: Provide manufacturer's technical product data for each type of roofing product specified. Include data substantiating that materials comply with specified requirements.
- B. Specimen Warranty: Provide an unexecuted copy of the warranty specified for this Project, identifying the terms and conditions required of the Manufacturer and the Owner.

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- C. Roofing System Manufacturer's Evaluation: Provide a comprehensive written assessment comparing available roofing solutions with validation of why the roofing system selection for the specific project is suitable and appropriate.
- D. Roofing System Manufacturer's Report Form: Provide a copy of the report form utilized by the roofing system manufacturer for progress inspections to monitor installation and quality.
- E. Online Reporting Capabilities: Provide a sample of the roofing system manufacturer's online roof inspection report as well as information about how long inspection reports are available to owner.

1.5 SUBMITTALS FOR INFORMATION

- A. Manufacturer's Installation Instructions: Submit installation instructions and recommendations indicating special precautions required for installing the membrane.
- B. Manufacturer's Certificate: Certify that roof system furnished is approved by Factory Mutual Global, Underwriters Laboratories, Warnock Hersey or approved third party testing facility in accordance with ASTM E108, Class A for external fire and meets local or nationally recognized building codes.
- C. Manufacturer's Certificate: Certify that materials are manufactured in the United States and conform to requirements specified herein, are chemically and physically compatible with each other, and are suitable for inclusion within the total roof system specified herein.
- D. Manufacturer's Certificate: Submit a certified copy of the roofing manufacturer's ISO 9001 compliance certificate.
- E. Written certification from the roofing system manufacturer certifying the applicator is currently authorized for the installation of the specified roof system.
- F. Design Loads: Submit copy of manufacturer's minimum design load calculations according to ASCE 7, Method 2 for Components and Cladding. In no case shall the design loads be taken to be less than those detailed in Design and Performance Criteria article of this specification.
- G. Qualification data for firms and individuals identified in Quality Assurance Article below.

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- H. Test Reports: Submit ANSI/SPRI ES-1 Testing and Certification Listing of Shop Fabricated Edge Metal Products.
- I. Substitutions: Products proposed as equal to the products specified for this project shall meet all of the requirements in specifications and shall be submitted for consideration at least 10 days prior to the date that bids must be submitted.
 - 1. Proposals shall be accompanied by a copy of the manufacturer's standard specification Section. That specification Section shall be signed and sealed by a professional engineer licensed in the state in which the installation is to take place. Substitution requests containing specifications without licensed engineer certification shall be rejected for non-conformance.
 - 2. The Architect's decision regarding substitutions will be considered final.

1.6 CONTRACT CLOSEOUT SUBMITTALS

- A. Project Warranty: Provide specified warranty for the Project, executed by the authorized agent of the Manufacturer.
- B. Roofing Maintenance Instructions: Provide a roof care and maintenance manual of manufacturer's recommendations for maintenance of installed roofing systems.
- C. Insurance Certification: Assist Owner in preparation and submittal of roof installation acceptance certification as may be necessary in connection with fire and extended coverage insurance on roofing and associated work.
- D. Inspection Logs: Copy of inspection reports as performed by the manufacturer shall be submitted at project closeout and include photographic documentation of installation progress, weather conditions, and personnel on the project at the time of every inspection.

1.7 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this Section with not less than [12] years documented experience [and have ISO 9001 certification].

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- B. **Installer Qualifications:** Company specializing in specified roofing installation with not less than [5] years experience and authorized by roofing system manufacturer as qualified to install manufacturer's roofing materials.
- C. **Installer's Field Supervision:** Maintain a full-time Supervisor/Foreman on job site during all phases of roofing work while roofing work is in progress. Maintain proper supervision of workmen.
- D. **Maintain a copy of the roof plans, details, and specifications in the possession of the Supervisor/Foreman and on the roof at all times.**
- E. **Source Limitations:** Obtain all primary components of roof system from a single manufacturer. Secondary products that are required shall be recommended and approved in writing by the roofing system Manufacturer.
 - 1. The manufacturer providing the roofing system warranty must verify that they manufacture a minimum of 75% of the products utilized in the roofing system of this project. Products that are private labeled shall not be considered as manufactured by the roofing system supplier.
 - 2. Upon request of the Architect, submit Manufacturer's written approval of secondary components in list form, signed by an authorized agent of the Manufacturer.
 - 3. A single source manufacturer warranty for all components of the roof system, metal components and wall cladding is required. Bidding contractors must provide a letter from a corporate officer of the manufacturer's company stating that all components will meet this warranty requirement.
- F. **Source Quality Control:** Manufacturer shall have in place a documented, standardized quality control program such as ISO-9001.

1.8 PRE-INSTALLATION CONFERENCE

- A. **Pre-Installation Roofing Conference:** Convene a pre-roofing conference approximately two (2) weeks before scheduled commencement of roofing system installation and associated work.

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- B. Require attendance of installer of each component of associated work: installers of deck or substrate construction to receive roofing work: installers of rooftop units and other work in and around roofing that must precede or follow roofing work (including mechanical work if any): architect and/or engineer: owner: roofing system manufacturer's full time employee: and other representatives directly concerned with performance of the Work, including (where applicable) owner's insurers, testing agencies and governing authorities. Objectives of conference include:
1. Review foreseeable methods and procedures related to roofing work, including set up and mobilization areas for stored material and work area.
 2. Tour representative areas of roofing substrates (decks), inspect and discuss condition of substrate, roof drains, curbs, penetrations and other preparatory work performed by others.
 3. Review structural loading limitations of deck and inspect deck for loss of flatness and for required attachment.
 4. Review roofing system requirements (drawings, specifications and other contract documents).
 5. Review required submittals both completed and yet to be completed.
 6. Review and finalize construction schedule related to roofing work and verify availability of materials, installer's personnel, equipment and facilities needed to make progress and avoid delays.
 7. Review required inspection, testing, certifying and material usage accounting procedures.
 8. Review weather and forecasted weather conditions and procedures for coping with unfavorable conditions, including possibility of temporary roofing (if not a mandatory requirement).
 9. Record discussion of conference including decisions and agreements (or disagreements) reached and furnish a copy of record to each party attending. If substantial disagreements exist at conclusion of conference, determine how disagreements will be resolved and set date for reconvening conference.
- C. The Owner's Representative will designate one of the conference participants to record the proceedings and promptly distribute them to the participants for record.
- D. The intent of the conference is to resolve issues affecting the installation and performance of roofing work. Do not proceed with roofing work until such issues are resolved to the satisfaction of the owner and [architect and/or engineer] of record. This shall not be construed as interference with the progress of Work on the part of the owner or architect of record.

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1.9 MANUFACTURER'S INSPECTIONS

- A. When the project is in progress and roofing or other components are being installed, a full-time employee of the roofing system manufacturer must provide the following:
 - 1. Report progress and quality of the work as observed.
 - 2. Provide a minimum of 3 days per week of on site roofing installation inspections while contractor is installing the roof system and/or components. No inspections are needed during staging, preparation or clean up. Inspections must include; photographic documentation of work in-progress and written statements of compliance with details/shop drawings. A weekly electronic inspection report with the photographic documentation of the daily inspections will be sent to the owner/owner's rep, architect and installer via email.
 - 3. Report to the owner and architect in writing any failure or refusal of the contractor to correct unacceptable practices called to the contractor's attention.
 - 4. Confirm after project completion that the manufacturer has observed no application procedures in conflict with the specifications other than those that may have been previously reported and corrected.

1.10 WARRANTY

- A. Upon completion of installation, and acceptance by the owner and architect the manufacturer will supply to the owner the specified warranty.
- B. Installer will submit a three (3) - year workmanship warranty to the membrane manufacturer with a copy directly to the owner.
- C. The roofing system manufacturer must have been in continuous business operation for a period of time at least as long as the length of the roof system warranty provided for this project.

1.11 DESIGN AND PERFORMANCE CRITERIA

- A. Uniform Wind Uplift Load Capacity

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1. Installed roof system shall withstand negative (uplift) design wind loading pressures complying with the following criteria.
Attachment shall be installed exactly as given in Part 3.
 - a. Design Code: ASCE 7-05, Method 2 for Components and Cladding.
 - b. Category IV Building with an Importance Factor of 1.0
 - c. Wind Speed: 130 mph
 - d. Exposure Category: C
 - e. Design Roof Height: 30 feet.
 - f. Minimum Building Width: 560 feet.
 - g. Roof Pitch: ¼:12 inches per foot.
 - h. Topographic Factor:
 - 1) Roof Area Design Uplift Pressure:
 - 2) Zone 1 – Field of roof 31.4 psf
 - 3) Zone 2 – Eaves, ridges, hips and rakes 48.8 psf
 - 4) Zone 3 – Corners 81.3 psf

- B. Live Load: 20 psf, or not to exceed original building design.

PART 2 – EXECUTION

2.1 EXECUTION, GENERAL

- A. Comply with requirements of related Division 07 Section.

2.2 GENERAL INSTALLATION REQUIREMENTS

- A. Cooperate with manufacturer, inspection and test agencies engaged or required to perform services in connection with installing the roof system.

- B. Insurance/Code Compliance: Where required by code, install and test the roofing system to comply with governing regulation and specified insurance requirements.

2.3 FIELD QUALITY CONTROL

- A. Roofing Manufacturer Representative shall perform field inspection as specified in Article titled: MANUFACTURER’S INSPECTIONS above. Inspections must include photographic documentation of installation progress, weather conditions, and personnel on the project at the time of inspection.

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- B. Correct defects or irregularities discovered during field inspection. Issues deemed defective must be re-inspected and determined suitable by the roofing manufacturer.
- C. Require attendance of roofing materials manufacturers' representatives at site during installation of the roofing system. A copy of the specification shall also be on site at all times.
- D. Frequent progress meetings may be required during the performance of roof system installation and must be attended by the owner, architect, roofing system manufacturer's full time employee, contractor's project manager and other representatives directly concerned with performance of the work.
- E. The manufacturer or it's representative is not a safety inspector. The inspections do not suggest or imply that they are inspecting for safety of any kind. Safety of the site and installation of all products is the sole responsibility of the roofing contractor.

2.4 FINAL INSPECTION

- A. At the completion of the roofing installation and associated work, meet with contractor, architect, installer, installer of associated work, owner, roofing system manufacturer's representative, and other representatives directly concerned with performance of roofing system.
- B. Walk roof surface areas of the building, inspect perimeter building edges as well as flashing of roof penetrations, walls, curbs and other equipment. List all items requiring correction or completion and furnish copy of list to each party in attendance.
- C. Notify the contractor, architect and owner upon completion of corrections.
- D. The roofing system manufacturer reserves the right to request a thermographic scan of the roof during final inspection to determine if any damp or wet materials have been installed. The thermographic scan shall be provided by the roofing contractor.
- E. If core cuts verify the presence of damp or wet materials, the roofing contractor shall be required to replace the damaged areas at his own expense.
- F. Following the final inspection, provide written notice of acceptance of the installation from the roofing system manufacturer.

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- G. Immediately correct roof leakage during construction. If the contractor does not respond within twenty four (24) hours, the owner may exercise right to correct the Work under the terms of the Conditions of the Contract.

END OF SECTION

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Roofing Manufacturer's
Field Services

SECTION 01 45 00
QUALITY CONTROL

1.1 GENERAL SCOPE:

- A. The General Conditions, Special Conditions, Instruction to Bidders, and all other parts set forth in Part 1 of Specifications are hereby made a part hereof unless specifically excepted.

1.2 QUALITY ASSURANCE:

- A. Monitor quality control over suppliers, manufacturers, products, services, Site conditions and workmanship, to produce Work of specified quality.
- B. Comply fully with manufacturers' approved instructions including each step in sequence. Should manufacturers' instructions conflict with Contract Documents, request clarification from Architect before proceeding.
- C. Comply with specified standards as a minimum quality for the Work except when more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship. Should specified reference standards conflict with Contract Documents, request clarification from Architect before proceeding.
- D. Use only skilled mechanics thoroughly trained and experienced in the necessary crafts to produce workmanship of specified quality.
- E. Secure products in place with positive anchorage devices designed and size to withstand stresses, vibration, physical distortion and disfigurement.

1.3 REFERENCES:

- A. Conform to specified standards by date of issue as follows:
 - 1. Code listings: For standards which are part of the Building Code in effect for this product, comply with the edition date published in the Building Code.
 - 2. Non-code listings: For standards which are not a part of the Building Code in effect for this Product, use the edition in effect at the date of Notice to Proceed, except where otherwise specified in product sections.

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- B. The contractual relationship of the parties to the Contract shall not be altered from the Contract Documents by mention or inference otherwise in reference documents.

1.4 MANUFACTURERS' FIELD SERVICES AND REPORTS:

- A. When specified in individual Specification Sections, required material supplier or manufacturer to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, and quality of workmanship; to start-up equipment: to test, adjust and balance equipment as applicable; and to initiate instructions when necessary.
- B. Require observer to report observations, Site decisions and Site instructions given to applicators or installers that are supplemental or contrary to manufacturer's written instructions.
- C. Submit to Architect a written report by observer in duplicate within 7 days of observation.

1.5 TESTING LABORATORY SERVICES:

- A. Employ and pay for services of an Independent Testing Laboratory to perform inspections, tests, and other services required by individual Specification Sections. Select laboratory and submit to Architect for approval.
- B. Direct Laboratory to perform services in accordance with requirements of governing authorities and with specified standards.
- C. Submit reports to Architect in duplicate, giving observations and results of tests, indicating compliance or non-compliance with specified standards and with Contract Documents.
- D. Cooperate with Testing laboratory personnel: furnish tools, samples of materials, design mix, equipment, storage and assistance as requested.
 - 1. Notify Architect and Testing Laboratory 24 hours prior to expected time for operations requiring testing services.
 - 2. Make arrangements with Testing Laboratory and pay for additional samples and tests for Contractor's convenience.

END OF SECTION

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SECTION 01 50 00
TEMPORARY FACILITIES AND CONTROLS

1.1 GENERAL SCOPE:

- A. The General Conditions, Special Conditions, Instructions to Bidders, and all other parts set forth in Part 1 of the Specifications are hereby made a part hereof unless specifically excepted.

1.2 TEMPORARY UTILITIES:

A. Electricity:

1. Contractor shall provide all electrical power and such additional power outlets as may be required for construction operations, with branch wiring and distribution boxes. Provide flexible power cords as required. Contractor shall be responsible for all cost associated with electrical power.
2. Provide main service disconnect and over current protection at convenient location.
3. Permanent Building convenience receptacles shall not be utilized during construction. Coordinate use with Owner personnel.
4. Electrical power required shall not be furnished to the Contractor by the Owner.

B. Temporary lighting:

1. Provide and maintain adequate lighting for construction operations.
2. Provide branch wiring from power source to distribution boxes with lighting conductors, pigtails, and lamps as required.
3. Maintain lighting and provide routine repairs.
4. Permanent Building lighting may be utilized during construction.
5. All temporary wiring, lighting fixtures and accessory parts shall be removed when no longer needed and the permanent systems in each area has been installed.

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C. Temporary Water Service:

1. The Owner shall provide non-potable temporary water to the Contractor from outside spigot/bibb(s) designated by the Owner. The Owner shall be responsible to pay for all non-potable water used by the Contractor. The Contractor shall be responsible to provide drinking water for consumption by his employees and sub-contractors.
2. The Contractor shall provide all temporary additional water lines as may be required for construction operations, with all branch lines, fittings, and fixtures as required. Contractor shall be responsible for all cost associated with temporary additional water lines.
3. The Contractor shall provide backflow preventers at convenient location(s) if required. The Contractor shall be responsible for all cost associated with backflow preventers.
4. The Contractor shall make every effort to conserve water. Failure of the Contractor to conserve water may result in forfeiture of the right to use Watertown Board of Education facilities.

D. Temporary sanitary facilities:

1. The Contractor shall provide all temporary toilet and sanitary facilities as may be required for construction operations. Contractor shall be responsible for all cost associated with temporary toilets and sanitary facilities.
2. Permanent Building toilets and sanitary facilities shall not be used during construction.

1.3 ENVIRONMENTAL CONTROLS:

A. Comply with applicable Federal, State, and local laws, regulations, and ordinances and the following requirements for environmental pollution control and abatement in performing construction activities throughout the Building.

B. Rubbish Disposal:

1. Do not burn, bury or dispose of debris and waste materials on the Project Site in an unauthorized manner. The Contractor shall provide dumpsters for the disposal of all waste materials generated from the project. The Contractor is not allowed to utilize Board of Education dumpsters. The Contractor is responsible for all cost associated with dumpsters and disposal of waste materials

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C. Dust:

1. Keep dust within acceptable levels at all times, including non-working hours, weekends and holidays, in conformance with State and local regulations.
2. Only wet grinding or cutting of concrete, masonry, and asphaltic concrete will be allowed on exterior surfaces. Dry cutting or grinding may be used on interior surfaces provided openings are covered.
3. Mechanical dry sweeping not permitted: Vacuuming, wet mopping, approved limited dry hand, wet or damp sweeping is acceptable.
4. During loading operations, water down debris and waste materials to allay dust.
5. Select method of dust control and pay all costs incurred.

D. Air pollution:

1. Do not permit or cause air pollution from mist, smoke, vapor, gas, odorous substances and particulate matter.
2. Do not operate any gasoline or diesel-powered vehicle or equipment on the Building Site which emits visible smoke.

E. Noise: Muffle internal combustion engine-powered equipment to minimize noise and properly maintain to reduce noise to acceptable levels.

F. Others

1. If spray application is allowed under the other Specification Sections, use 'airless spray' process only.
2. Where the requirements of other Project Manual Sections are in conflict with this Section, the more stringent requirement shall govern.
3. Suspension of work: Violation of any of these requirements or any other pollution control requirements which may be specified in other sections may cause suspension of the work creating such violation. No additional compensation will be allowed for remedial measures to correct the offense and no extension of time will be granted for delays caused by such suspensions. If no corrective action is taken by the Contractor within 72 hours after a suspension is ordered, the Owner reserves the right to take whatever action is necessary to correct the situation and to deduct costs incurred in taking such action from monies due the Contractor.

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1.4 TEMPORARY CONTROLS:

A. Barriers:

1. Provide barriers to prevent unauthorized entry to construction areas to allow for Owner's use of Site, and to protect existing Building facilities and adjacent properties from damage from construction operations and demolition.
2. Provide barricades required by governing authorities for public rights-of-way and for public access to existing Building and facilities.
3. Protect non-owned vehicular traffic, stored materials, Site and other structures and facilities from damage.
4. Contractor shall be responsible for all cost associated with the construction, maintenance, and removal of all barriers and fences.

B. Protection:

1. Protect installed work and existing improvements. Provide special protection where specified in individual Specification Sections.
2. Control traffic and activity to prevent damage to components and services.
3. Provide temporary and removable protection for installed products.
4. Landscaping:
 - a. Protect existing and new landscaping against damage from construction operations on the property. The Contractor is responsible to restore the landscaping due to damage caused by or as a result of their construction operations.
 - b. Do not dispose of paint, petroleum products, dirty water or other deleterious materials on or around roots.
 - c. Do not burn trash under or near shrubs or trees.
 - d. Do not permit compaction of root areas within drip line by foot, vehicle or machine traffic, or by the storage of equipment, gravel, earth fill, supplies or materials.

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- e. Do not damage trunks or limbs by maneuvering vehicles or stacking material and equipment too close.
- f. Do not allow puddling or continuous running water under trees or on landscaped areas.
- g. Do not allow traffic on landscaped areas.

1.5 CONSTRUCTION FACILITIES:

A. Security:

- 1. Provide security and facilities, to protect Work, and existing improvements, and Owner's operations from unauthorized entry, vandalism, and theft.
- 2. Coordinate with Owner's security program for all facilities.

B. Access:

- 1. Maintain access to fire hydrants free of obstructions.
- 2. Only designated Site paved areas may be used for construction traffic.

C. Parking:

- 1. Arrange with Owner's personnel for designated Site parking areas to accommodate construction personnel.

D. Progress Cleaning:

- 1. Maintain areas free of waste materials, debris, and rubbish. Maintain Site in a clean and orderly condition.
- 2. Remove debris and rubbish prior to enclosing pipe chases, plenums, attics, crawl spaces and other closed or remote spaces.
- 3. Broom and vacuum clean areas prior to start of surface finishing. Continue cleaning to eliminate dust.
- 4. Remove waste material, debris, and rubbish from construction areas daily. Dispose of debris in an authorized manner.

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1.6 REMOVAL OF TEMPORARY UTILITIES AND FACILITIES:

- A. Remove temporary utilities, equipment, facilities and materials prior to Final Inspection.
- B. Clean and repair damage caused by installation or use of temporary work.
- C. Restore existing facilities used during construction to original condition. Restore permanent new facilities used during construction to specified condition.

1.7 ENVIRONMENTAL CONTROLS:

- A. Comply with applicable Federal, State, and Local Laws, regulations and ordinances and the following requirements for environmental pollution control and abatement in performing construction activities.
- B. Hazardous Materials: Abatement will be performed as part of this contract. Comply with all requirements of the Contract.
- C. Coordinate Construction work with abatement work. Contractor is responsible for the abatement/removal and disposal of asbestos and PCBs and all associated costs. Verify abatement schedules with the Owner's representative and the Architect.

END OF SECTION

SECTION 01 70 00
CONTRACT CLOSEOUT

1.1 GENERAL SCOPE:

- A. The General Conditions, Special Conditions, Instructions to Bidders, and all other parts set forth in Part 1 of the Specifications are hereby made a part hereof unless specifically excepted.

1.2 CLOSEOUT PROCEDURES:

- A. Submit written certification that Contract Documents have been reviewed, Work has been inspected, and that Work is complete in accordance with Contract Documents and ready for Architect's final review.
- B. Provide submittals to Architect/Owner that are required by governing or other authorities.
- C. Submit final Application for Payment identifying total adjusted Contract Sum, previous payments, and sum remaining due.
- D. Owner will occupy portions or all of the Buildings and site specified in section 01 10 00.
- E. Comply with requirements for Final Observation of the Work as set forth in Special Conditions, Section B; coordinate with the requirements set forth in this Section 01 70 00.

1.3 FINAL CLEANING:

- A. Execute final cleaning prior to final review by the Architect.
- B. Clean equipment, site and fixtures to a sanitary condition.
- C. Remove waste and surplus materials, rubbish, and construction facilities from the Building(s) and from the site.

1.4 ADJUSTING:

- A. Adjust operating products and equipment to ensure smooth and unhindered operation.

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1.5 PROJECT RECORD DOCUMENTS:

A. Maintenance of documents and samples:

1. Maintain on Site one set of the following record documents:
 - a. Contract Drawings.
 - b. Specifications.
 - c. Addenda.
 - d. Change Orders and other Modifications to the Contract.
 - e. Reviewed shop drawings, product data, and samples.
2. Store Record Documents separate from Documents used for construction.

B. Recording:

1. Record concurrently with construction progress on reproducible drawings provided for this purpose. Do not conceal Work until actual revisions to the Work are recorded.
2. Specifications: Legibly mark and record at each product section description of actual products installed, including the following:
 - a. Manufacturer's name and product model number.
 - b. Product substitution or alternates utilized.
 - c. Changes made by Addenda and Modifications.
3. Record documents and shop drawings: Legibly mark each item to record actual construction including the following:
 - a. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
 - b. Field changes of dimension and detail.
 - c. Details not on original Contract Drawings.
4. Other documents: Maintain manufacturer's certifications, inspection certifications and field test records required by individual Specifications Sections.
5. Delete Architect title block from all Record Documents.

C. Submittals:

1. At Contract close-out, submit Record Documents with transmittal letter in duplicate, containing date, project title, list of documents and contractor's name, address, and signature. Arrange documents in sequence with index.
2. Submit the marked-up reproducible and two prints for each record drawing and three copies of each 8 1/2" x 11 drawing.

1.6 OPERATION AND MAINTENANCE DATA:

A. Prepare and submit two sets of operating and maintenance manuals prior to final inspection.

1. 8 1/2 x 11 inch three D side ring binders with durable plastic covers.
2. Prepare binder covers with printed title "OPERATION AND MAINTENANCE INSTRUCTIONS", title of project, and subject matter of binder when more than one binder is required.
3. Internally subdivide the binder contents with permanent page dividers, logically organized as described below; with tab titling clearly printed under reinforced laminated plastic tabs.

B. Contents of manuals:

1. Prepare a Table of Contents for each volume with each Product or system description identified.
2. Part 1: Directory, listing names, addresses, and telephone numbers of Architect, Contractor, Subcontractors, and major equipment suppliers.
3. Part 2: Operation and maintenance instructions, arranged by system and subdivided by Specification Section. For each category, identify names, addresses, and telephone numbers of Subcontractors and suppliers. Identify the following:
 - a. Significant design criteria.
 - b. List of equipment.
 - c. Parts list for each component.
 - d. Operating instructions.

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- e. Maintenance instructions for special finishes, including recommended cleaning methods and materials and special precautions identifying detrimental agents.

4. Part 3: Project documents and certificates including the following:

- a. Shop drawings and product data.
- b. Certificates.
- c. Photocopies of warranties and bonds.

D. Submittal:

- 1. Submit one copy of completed volumes in final form 15 days prior to final review with Architect comments. Revise content of documents as required prior to final submittal.
- 2. Submit final volumes revised within ten days after final review.

1.7 WARRANTIES:

A. Provide notarized copies of each warranty and bond.

- 1. Execute and assemble documents from subcontractors, suppliers, and manufacturers.
- 2. Assemble in three D side ring binder with durable plastic cover.
- 3. Prepare binder covers with printed title "WARRANTIES AND BONDS" and title of project.
- 4. Provide Table of Contents.

B. Submit prior to final Application for payment.

C. For items of Work delayed beyond date of Substantial Completion, provide updated submittal within ten days after acceptance, listing date of acceptance as start of warranty period.

1.8 STATEMENT OF APPLICATION:

- A. When required by individual Specification Section, upon completion of the work and as condition of its acceptance, submit a statement in duplicate signed by the product installer stating the following:
 - 1. Materials conform to Specifications.
 - 2. Products were installed in accordance with Specifications and the manufacturers' written instructions.
 - 3. Installation was proper and adequate for the conditions of installation and performance.
- B. When required by individual Specification Section, Contractor shall jointly execute statement of application.

1.9 SPARE PARTS AND MAINTENANCE MATERIALS:

- A. Provide products, spare parts, maintenance and extra materials in quantities specified in individual Specification Sections.
- B. Deliver to Project Site and place in location as directed. Obtain receipt prior to final payment.

END OF SECTION

SECTION 02 41 14.13
REMOVAL AND SALVAGE OF CONSTRUCTION MATERIALS
& ASBESTOS ABATEMENT

PART I- GENERAL

1.1 Related Documents

The provisions of the Contract, the General Conditions, the Supplementary Conditions and other Division I Specification Sections, apply to the work in this section.

1.2 Work Included

Demolition work shall include, but is not limited to the following:

- A. Removal of the existing modified built-up roof membrane system, related flashings, sheet metal and deteriorated wood blocking and insulation.
- B. Removal of existing fascia/gravel stops, edge trim and associated parts.
- C. Removal of the existing stainless steel metal flashings and removal of lead flashings must be accomplished by workers who have completed OSHA Lead Training (4 hr course) in accordance with OSHA regulations 1926.62.
- D. Identification and repair of existing damaged roof decking, reattached/fasten metal decking where required.
- E. Two acceptable practices shall be utilized for these projects – Hopper/dumpster or Elephants Trunk
- F. In the event the Contractor discovers asbestos or other hazardous materials, work will stop and the Owner, Project Manager and Architect will be notified. Removal and disposal of asbestos containing materials will be removed in accordance with all applicable regulations. Guidance and procedures have been included in this specification section.

1.3 Coordination

- A. It is the responsibility of the Contractor to coordinate the work of this section with all other work on the Project.

1.4 Job Conditions

- A. The Contractor shall inspect the premises prior to the submittal of its bid for conditions which may affect its work.

Partial Roof Replacement
Watertown High School
Watertown, CT

- B. Demolition, storage of materials, removal of debris and construction operations shall not interfere with the Owner's use of the property.

1.5 Permits

- A. The Contractor shall obtain, at its expense, all permits required by governing authorities, including any required for disposal of demolition debris or for use or blockage of streets or sidewalks.

1.6 Sequence of Operations

- A. The Contractor shall submit for approval the complete sequence of operations for demolition and show how this Work is coordinated with all other aspects of the Project. Work shall not begin until such a schedule has been approved in writing by the Owner or his authorized representatives.

1.7 ASBESTOS SUBMITTALS AND NOTICES

- A. Prior to commencement of asbestos abatement work, submit to the A/E and receive approval and/or acknowledgment of following:
 - 1. Asbestos worker medical clearance to wear a respirator documentation
 - 2. Asbestos worker & Competent Person training documentation
 - 3. Asbestos worker respiratory fit testing documentation
- B. Within 35 days following the date the asbestos waste trailer leaves the job site, submit to the A/E and Owner:
 - 1. Waste shipment record for disposal of asbestos roofing material

1.8 PERSONNEL PROTECTION - ASBESTOS

- A. Provide and require all workers to wear protective clothing and half face respirators when removing or handling asbestos-containing roofing material.
- B. Provide and require all workers to wear protective clothing and half face respirators when present in the Regulated Area established by the Competent Person.
- C. Ensure workers do not eat, drink, smoke or chew gum or tobacco while engaged in asbestos-containing roofing removal.
- D. Ensure workers decontaminate themselves at the hand washing facility after engaging in asbestos-containing roofing material removal.

1.7 WORKER TRAINING REQUIREMENTS - ASBESTOS

- A. The Competent Person shall have successfully completed a five day / 40 hour Asbestos Supervisor training course equivalent to the EPA Model Accreditation Plan (MAP).
- B. Workers shall have successfully completed an 8 hour roof-specific asbestos training course in compliance with 29 CFR 1926.1101 (k)(9)(iv)(A).

PART II- PRODUCTS

2.1 MATERIALS -ASBESTOS

- A. Polyethylene sheeting and disposal bags shall be six (6) mil.
- B. Labels and signs shall conform to applicable regulations.

2.2 TOOLS AND EQUIPMENT - ASBESTOS

- A. Air monitoring equipment of the type and quantity required to monitor operations and conduct personnel exposure surveillance per OSHA requirements.
- B. Protective clothing, respirators, filter cartridges, air filters and sample filter cassettes shall be provided in sufficient quantities for the project.

PART III- EXECUTION

3.1 Protection

- A. Before starting demolition, the Contractor shall be solely responsible for making the necessary arrangements and for performing the necessary work involved in connection with the discontinuance or interruption of public and private utilities or services or components of said utilities or services under the jurisdiction of the Owner, utility companies or corporations, Police Department, Fire Department and Public Works Department including but not limited to gas, electricity, telephone, police signal, fire alarm, water, sanitary sewer, storm drainage and other systems which will be affected by the work to be performed under this Contract.
- B. The Contractor shall preserve in operating condition active utilities traversing the Work site and shall protect manholes, catch basins, valve boxes and other apparatus. He shall repair damage to any such utility, due to work under this Contract, to the satisfaction of the Owner or his authorized representatives.

- C. Adequate protection of persons and property shall be provided at all times. The work shall be executed in a manner to avoid interference with the use of adjacent buildings, areas or properties, and to avoid interruption of free passage to or from such buildings, areas or properties.
- D. Investigate and comply with any rules or regulations relative to providing and paying for uniformed Police to regulate or control traffic on existing streets which are affected by the Contractor's operation.
- E. Furnish signs, lights, barricades and other equipment as may be necessary for the safe execution of the work.
- F. Lead coated copper if not recycled must be disposed of as hazardous material/construction debris in accordance with all applicable local, state and federal regulations.
- G. Hazardous Materials:
 - 1. Remove asbestos and dispose of as indicated below, If the Contractor finds undocumented PCBs or other hazardous materials which require abatement the Contractor shall stop work immediately and notify the Architect and Owners Representative
 - 2. Competent Person shall be on the job at all times to ensure proper work practices throughout the project.
 - 3. Remove asbestos-containing roofing material in an intact state to the extent feasible.
 - 4. Pick up or HEPA vacuum asbestos-containing roofing debris from non-intact roofs prior to removal of the roofing. Bag debris for disposal.
 - 5. Utilize wet methods to remove asbestos-containing roofing materials unless such wet methods are not feasible or will create safety hazards, as determined by the competent person, in writing.
 - 6. HEPA vacuum asbestos-containing dust and debris left after the removal of asbestos-containing roofing.
 - 7. Remove asbestos-containing flashings and associated cements using manual methods (such as axe, knife, or shovel). Do not sand, abrade, or grind these materials.
 - 8. Asbestos-containing roofing material shall be lowered to the ground by crane or hoist. Do not drop asbestos-containing roofing material to the ground or into the dumpster.
 - 9. Transfer all intact removed asbestos-containing roofing material to the leak tight disposal dumpster by the end of the work shift. Bag and lower non-intact asbestos-containing roofing material immediately.
 - 10. Transfer lowered asbestos-containing roofing material to the leak tight disposal dumpster carefully so as not to disperse dust.
- H. Disposal of asbestos-containing and/or asbestos contaminated material shall occur at an authorized site and must be in compliance with the requirements of, and authorized by the Office of Solid Waste Management, Department of Energy & Environmental

Protection, State of Connecticut, or other designated agency having jurisdiction over solid waste disposal.

- I. asbestos warning signs must be attached to containers used to transport asbestos-containing waste. Warning signs shall be posted during loading and unloading of disposal containers. The signs must be posted so that they are plainly visible.
- J. Label bags of asbestos-containing waste material using warning labels specified by OSHA 29 CFR 1926.1101. Label asbestos-containing waste material destined for off-site transport with the name of the waste generator and the location where the waste was generated.
- K. Contractor is responsible for signing the asbestos waste shipment record as generator prior to each asbestos waste dumpster leaving site and giving a copy of the signed waste shipment record to the Ashford Public Schools representative. The completed waste shipment record with landfill sign-offs shall be forwarded to the Owner.

3.2 Modified Built Up Roof System Removal

- A. Remove the existing Modified Built Up membrane, (adhered), Cover board, insulation, flashings and sheet metal. Carefully inspect and repair exposed surfaces, utilities, roof penetrations, etc., for damage and repair or replace as required.
- B. Removal shall result in a smooth, consistent substrate for application of wood blocking, vapor barrier, insulation, membrane and membrane flashing.
- C. A thorough inspection of the existing substrate and adjoining materials shall be made to determine if any repairs are required. If conditions are uncovered or created that would be detrimental to the application of specified work, immediately notify the Owner's Representative of such conditions for determination of treatment.

3.3 Pollution Control

- A. The Contractor shall be aware that the facility must remain in use throughout the course of construction and that any disruption or inconvenience sustained by the Owner, employees, visitors and patrons must be kept to an absolute minimum. To this end, the Contractor shall provide, if necessary, a water spray and impermeable barrier to minimize dust and debris infiltration. Also the Contractor shall select equipment and procedures to mitigate noise discomfort.

- B. Debris shall be considered the property of the Contractor and shall be removed for the site in its entirety on a daily basis and be legally disposed. On site storage of discarded material will only be permitted when stored in a covered container.

3.4 On-Site Storage

- A. Equipment or materials stored on the roof shall be distributed in such a manner that no structural building components are over stressed.
- B. Ground level storage areas, if available, will be provided adjacent to the facility for equipment and new materials. Size and location of area shall be coordinated with the Owner.
- C. No debris or waste material shall be stored on or within the building, unless otherwise designated.

3.5 Repair of Damages

- A. The Contractor shall provide a list of damaged or deteriorated elements of the building and adjacent areas to the Owner prior to demolition and shall be responsible for repair or replacement of damaged or deteriorated items not on that list when the operations of the Contractor are substantially complete.
- B. Damage to any portion of the building which results in disruption of or inconvenience to the Owner, employees or patrons shall be immediately repaired or replaced by the Contractor. If such restitution is not promptly made, the Owner shall have the necessary work performed by an outside agency at the Contractor's expense. Such work shall be completed to the satisfaction of the Owner prior to the release of final payment.

3.6 Environmental Requirements

- A. Do not apply roofing membrane during inclement weather or when a 20% chance of precipitation is expected.
- B. Do not apply roofing insulation or membrane to damp deck surface.
- C. Do not expose materials vulnerable to water or sun damage in quantities greater than can be weatherproofed during same day.

3.7 Clean-Up

- A. The building and adjacent areas shall be left in a broom clean condition at the end of each day.

- B. On completion of the work of this section and after removal of debris, the site shall be left in a clean and safe condition, satisfactory to the Owner or his authorized representative.

END OF SECTION



January 22, 2024

WAPUS23001

Luigi Velardi
 Director of Facilities & Security
 Watertown Public Schools
 61 Echo Lake Road
 Watertown, CT 06795

**RE: PRE-RENOVATION ROOF SURVEY
 WATERTOWN HIGH SCHOOL
 324 FRENCH STREET
 WATERTOWN, CT 06795**

Dear Mr. Velardi:

On February 5, 2021, I visited the above referenced building to perform an asbestos investigation of the building’s roofing systems that are scheduled for replacement (see attached site photo). On December 28, 2023, I returned to the site to perform a visual inspection of the roof’s drain bowls.

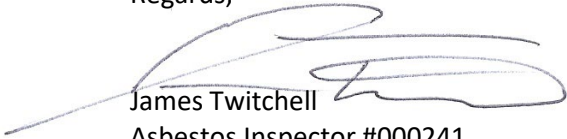
Steve Botelho, of Garland Roofing Company, identified each of the roofs that will be replaced. A visual inspection was then performed to identify the different types of roofing materials that are present. From each material identified, samples were collected and submitted to AmeriSci New York where they were analyzed by Polarized Light Microscopy (PLM). The results of the sampling are as follows:

SAMPLE LOCATION	SUSPECT MATERIAL	SAMPLE RESULT
Core #01, Core #02, Core #03	Roof Field – Top Layer	Not Asbestos Containing
Core #01, Core #02, Core #03	Roof Field – Base Layer	Not Asbestos Containing
Core #01, Core #02, Core #03	Roof Field – Foam to Board Paper	Not Asbestos Containing
Core #01, Core #02, Core #03	Roof Field – Foam to Foam Paper	Not Asbestos Containing
Core #04, Core #05	Roof Edge Flashing	Not Asbestos Containing
Core #06	Roof Curb Flashing	Not Asbestos Containing
Core #07	Roof Edge Flashing	Not Asbestos Containing
Core #08	Roof Curb Flashing	Not Asbestos Containing
Core #09	Pitch Pocket Flashing	Not Asbestos Containing
Roof Drain Bowls	No Suspect Material Present	No Suspect Material Present

Based on the sample results, none of the roofing materials that will be disturbed during the upcoming roof replacement project were identified as asbestos containing. Sampling for Polychlorinated Biphenyls (PCBs) was not performed since the roofs were installed after 1980 and based on the attached Environmental Protection Agency (EPA) flow chart, sampling is not required.

If you have any questions, comments, concerns or would like to discuss this issue further please call me at the office 203-324-2222. Thank you.

Regards,

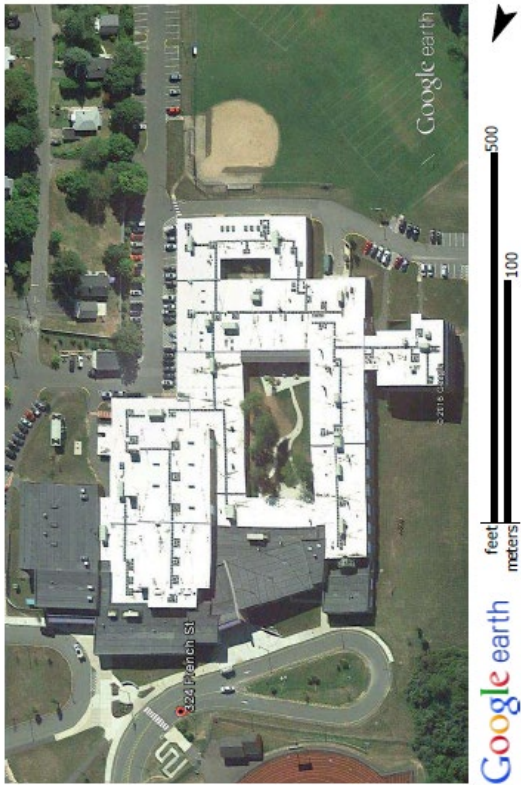
A handwritten signature in black ink, appearing to read 'James Twitchell', with a large, sweeping flourish extending to the left.

James Twitchell

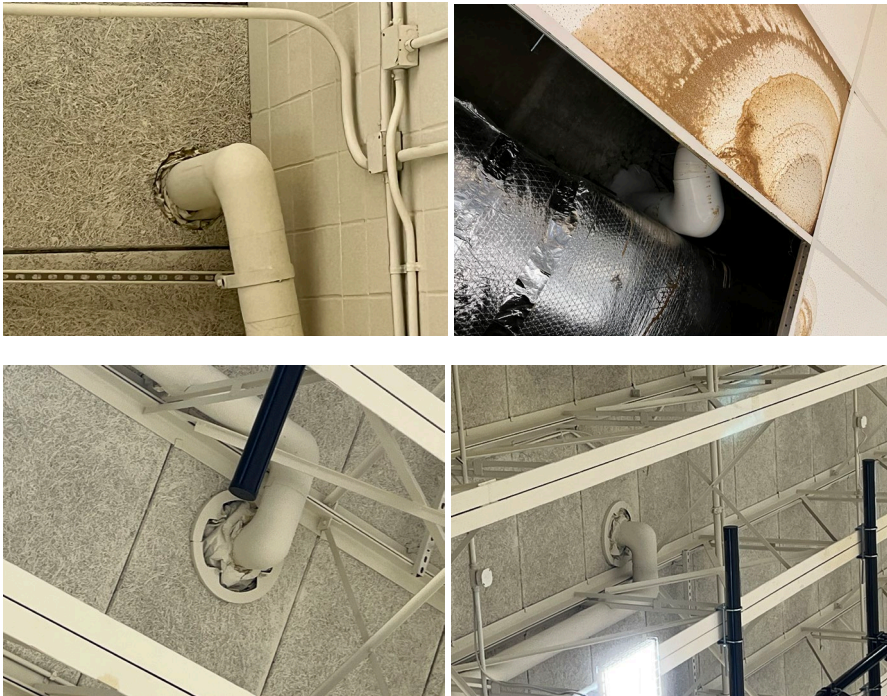
Asbestos Inspector #000241

HYGENIX Division of Pennoni

SITE PHOTO



White roofing systems are scheduled for replacement.



Roof Drain Bowls w/ Fiberglass Insulation

PLM SAMPLE RESULTS



AmeriSci New York
117 EAST 30TH ST.
NEW YORK, NY 10016
TEL: (212) 679-8600 • FAX: (212) 679-3114

PLM Bulk Asbestos Report

Hygenix, Inc.
Attn: Robert Brown
49 Woodside Street

Stamford, CT 6902

Date Received 02/08/21 **AmeriSci Job #** 221021472
Date Examined 02/13/21 **P.O. #**
Page 1 of 4

RE: Watertown Public Schools; Watertown High School, 324 French Street, Watertown, CT (Report Amended 2/13/2021)

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
0205-01 Location: Core #01, Field Top	221021472-01	No	NAD (by CVES) by Valeriu Voicu on 02/13/21
Analyst Description: White/Black/Brown, Heterogeneous, Fibrous, Bulk Material Asbestos Types: Other Material: Cellulose 30%, Synthetic fibers 5%, Non-fibrous 65%			
0205-02 Location: Core #02, Field Top	221021472-02	No	NAD (by CVES) by Valeriu Voicu on 02/13/21
Analyst Description: White/Black, Heterogeneous, Fibrous, Bulk Material Asbestos Types: Other Material: Cellulose 3%, Synthetic fibers 7%, Non-fibrous 90%			
0205-03 Location: Core #03, Field Top	221021472-03	No	NAD (by CVES) by Valeriu Voicu on 02/13/21
Analyst Description: White/Black, Heterogeneous, Fibrous, Bulk Material Asbestos Types: Other Material: Cellulose Trace, Synthetic fibers 10%, Non-fibrous 90%			
0205-04 Location: Core #01, Field Base	221021472-04	No	NAD (by CVES) by Valeriu Voicu on 02/13/21
Analyst Description: Black, Homogeneous, Fibrous, Bulk Material Asbestos Types: Other Material: Cellulose Trace, Fibrous glass 5%, Non-fibrous 95%			
0205-05 Location: Core #02, Field Base	221021472-05	No	NAD (by CVES) by Valeriu Voicu on 02/13/21
Analyst Description: Black, Homogeneous, Fibrous, Bulk Material Asbestos Types: Other Material: Cellulose Trace, Fibrous glass 7%, Non-fibrous 93%			

See Reporting notes on last page

AmeriSci Job #: 221021472

Page 2 of 4

Client Name: Hygenix, Inc.

PLM Bulk Asbestos Report

Watertown Public Schools; Watertown High School, 324 French
Street, Watertown, CT (Report Amended 2/13/2021)

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
0205-06	221021472-06	No	NAD
Location: Core #03, Field Base			(by CVES) by Valeriu Voicu on 02/13/21
Analyst Description: Black, Homogeneous, Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Cellulose Trace, Fibrous glass 7%, Non-fibrous 93%			
0205-07	221021472-07	No	NAD
Location: Core #01, Foam To Board Paper			(by CVES) by Valeriu Voicu on 02/13/21
Analyst Description: Tan/Black, Heterogeneous, Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Cellulose 50%, Fibrous glass 15%, Non-fibrous 35%			
0205-08	221021472-08	No	NAD
Location: Core #02, Foam To Board Paper			(by CVES) by Valeriu Voicu on 02/13/21
Analyst Description: Tan/Black, Heterogeneous, Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Cellulose 40%, Fibrous glass 10%, Non-fibrous 50%			
0205-09	221021472-09	No	NAD
Location: Core #03, Foam To Board Paper			(by CVES) by Valeriu Voicu on 02/13/21
Analyst Description: Tan/Black, Heterogeneous, Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Cellulose 40%, Fibrous glass 5%, Non-fibrous 55%			
0205-10	221021472-10	No	NAD
Location: Core #01, Foam To Foam Paper			(by CVES) by Valeriu Voicu on 02/13/21
Analyst Description: Gray, Homogeneous, Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Cellulose 80%, Fibrous glass 10%, Non-fibrous 10%			
0205-11	221021472-11	No	NAD
Location: Core #02, Foam To Foam Paper			(by CVES) by Valeriu Voicu on 02/13/21
Analyst Description: Gray/Yellow, Heterogeneous, Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Cellulose 70%, Fibrous glass 10%, Non-fibrous 20%			

See Reporting notes on last page

AmeriSci Job #: 221021472

Page 3 of 4

Client Name: Hygenix, Inc.

PLM Bulk Asbestos Report

Watertown Public Schools; Watertown High School, 324 French
Street, Watertown, CT (Report Amended 2/13/2021)

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
0205-12	221021472-12	No	NAD
	Location: Core #03, Foam To Foam Paper		(by CVES) by Valeriu Voicu on 02/13/21
	Analyst Description: Gray/Yellow, Heterogeneous, Fibrous, Bulk Material		
	Asbestos Types:		
	Other Material: Cellulose 65%, Fibrous glass 10%, Non-fibrous 25%		
0205-13	221021472-13	No	NAD
	Location: Core #04, Edge Flashing		(by CVES) by Valeriu Voicu on 02/13/21
	Analyst Description: Black/Gray, Heterogeneous, Fibrous, Bulk Material		
	Asbestos Types:		
	Other Material: Cellulose 50%, Fibrous glass 5%, Non-fibrous 45%		
0205-14	221021472-14	No	NAD
	Location: Core #05, Edge Flashing		(by CVES) by Valeriu Voicu on 02/13/21
	Analyst Description: Black/Gray, Heterogeneous, Fibrous, Bulk Material		
	Asbestos Types:		
	Other Material: Cellulose 45%, Fibrous glass 5%, Non-fibrous 50%		
0205-15	221021472-15	No	NAD
	Location: Core #06, Curb Flashing		(by CVES) by Valeriu Voicu on 02/13/21
	Analyst Description: Black, Homogeneous, Fibrous, Bulk Material		
	Asbestos Types:		
	Other Material: Cellulose 65%, Non-fibrous 35%		
0205-16	221021472-16	No	NAD
	Location: Core #07, Edge Flashing		(by CVES) by Valeriu Voicu on 02/13/21
	Analyst Description: White/Black, Heterogeneous, Fibrous, Bulk Material		
	Asbestos Types:		
	Other Material: Cellulose Trace, Fibrous glass 5%, Synthetic fibers 5%, Non-fibrous 90%		
0205-17	221021472-17	No	NAD
	Location: Core #08, Curb Flashing		(by CVES) by Valeriu Voicu on 02/13/21
	Analyst Description: White/Black, Heterogeneous, Fibrous, Bulk Material		
	Asbestos Types:		
	Other Material: Cellulose Trace, Fibrous glass 3%, Synthetic fibers 5%, Non-fibrous 92%		

See Reporting notes on last page

AmeriSci Job #: 221021472
Client Name: Hygenix, Inc.

Page 4 of 4

PLM Bulk Asbestos Report

Watertown Public Schools; Watertown High School, 324 French Street, Watertown, CT (Report Amended 2/13/2021)

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
0205-18 Location: Core #09, Pocket Flashing	221021472-18	No	NAD (by CVES) by Valeriu Voicu on 02/13/21
Analyst Description: White/Black, Heterogeneous, Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Cellulose Trace, Fibrous glass 5%, Synthetic fibers 5%, Non-fibrous 90%			

Reporting Notes:

Analyzed by: Valeriu Voicu
Date: 2/13/2021



Reviewed by: Valeriu Voicu



*NAD/NSD =no asbestos detected; NA =not analyzed; NA/PS=not analyzed/positive stop, (SOF-V) = Sprayed On Fireproofing containing Vermiculite; (SM-V) = Surfacing Material containing Vermiculite; PLM Bulk Asbestos Analysis using Olympus, Model BH-2 Pol Scope, Microscope, Serial #: 229915, by Appd E to Subpt E, 40 CFR 763 (NVLAP 200546-0), ELAP PLM Method 198.1 for NY friable samples, which includes the identification and quantitation of vermiculite or ELAP 198.6 for NOB samples or EPA 400 pt ct by EPA 600-M4-82-020 (NY ELAP Lab 11480); Note:PLM is not consistently reliable in detecting asbestos in floor coverings and similar non-friable organically bound materials. NAD or Trace results by PLM are inconclusive, TEM is currently the only method that can be used to determine if this material can be considered or treated as non asbestos-containing in NY State (also see EPA Advisory for floor tile, FR 59,146,38970,8/1/94) National Institute of Standards and Technology Accreditation requirements mandate that this report must not be reproduced except in full without the approval of the lab.This PLM report relates ONLY to the items tested. AIHA-LAP, LLC Lab ID 102843, RI Cert AAL-094, CT Cert PH-0186, Mass Cert AA000054, NJ Lab ID #NY031.

_____END OF REPORT_____

AmeriSci New York	Report Amendment Explanation Form (append to amended report)	Date Amended 2/13/2021
--------------------------	---	---------------------------

Client: Hygenix, Inc.

AmeriSci Job #: 221021472

Client Job:

Analysis Type: PLM

AmeriSci Sample

#s affected: 221021472-

Amended by

(print/sign): Valeriu Voicu

Original Item(s) Being Amended: The Client wants to analyze samples ##16, 17 & 18, originally not on the COC.

Changes Made: Analyzed samples ##16, 17 & 18 by PLM.

Reason for Changes: Originally, samples ##16, 17, 18 were not on the COC.

Attach original sheet with incorrect item or items to be amended clearly indicated or circled.

ASBESTOS PLM BULK SAMPLE LOG

HYGENIX, Inc.

Environmental Consulting & Laboratory Services
49 Woodside Street
Stamford, CT 06902
(203) 324-2222 (phone) (203) 324-3876 (fax)

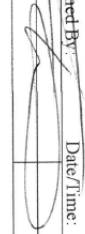



Type: PLM
Tech: JT
Date: 02/05/21

Client: Watertown Public Schools
Site: Watertown High School
324 French Street Watertown CT

LAB ID#	SAMPLE #	SAMPLING LOCATION	DESCRIPTION	QTY.	RESULT
	0205-01	Core #01	Field Top		
	0205-02	Core #02	Field Top		
	0205-03	Core #03	Field Top		
	0205-04	Core #01	Field Base		
	0205-05	Core #02	Field Base		
	0205-06	Core #03	Field Base		
	0205-07	Core #01	Foam to Board Paper		
	0205-08	Core #02	Foam to Board Paper		
	0205-09	Core #03	Foam to Board Paper		
	0205-10	Core #01	Foam to Foam Paper		
	0205-11	Core #02	Foam to Foam Paper		
	0205-12	Core #03	Foam to Foam Paper		
	0205-13	Core #04	Edge Flashing		
	0205-14	Core #05	Edge Flashing		
	0205-15	Core #06	Curb Flashing		


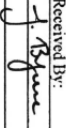

Notes: T11 Positive, 5 Day TAT

Relinquished By:  Date/Time: _____
 Received By:  Date/Time: 2/18/21 1:20

jw@hygenix.com

221021472

Scanned with CamScanner

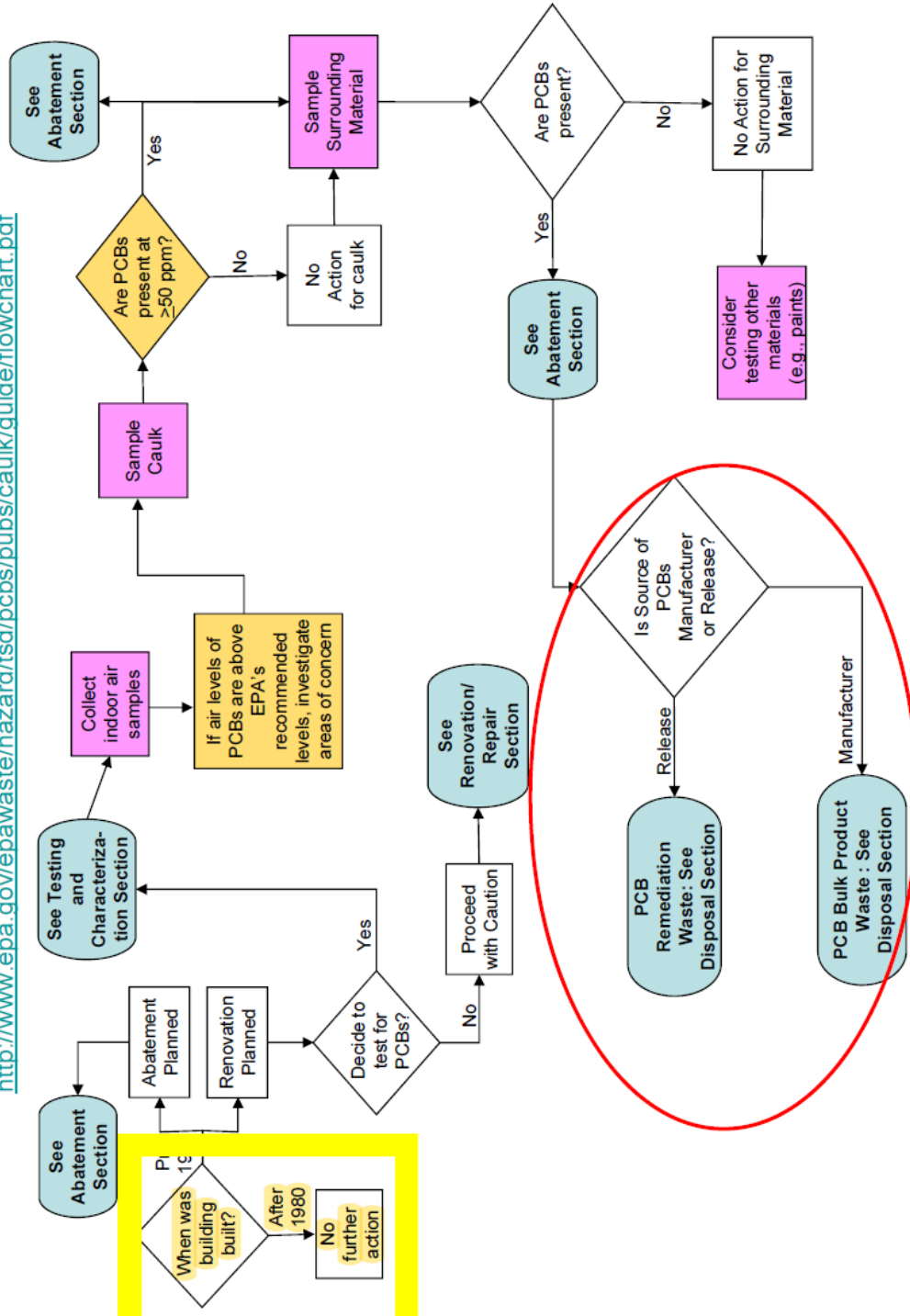
ASBESTOS PLM BULK SAMPLE LOG			
Client: Watertown Public Schools		Type: PLM	
Site: Watertown High School		Tech: JT	
324 French Street, Watertown, CT		Date:	
LAB ID#	SAMPLE #	SAMPLING LOCATION	DESCRIPTION
	0205-16	Core #07	Edge Flashing
	0205-17	Core #08	Card Flashing
	0205-18	Core # 09	Pocket Flashing
CHAIN OF CUSTODY			
Reinspected By:	Date/Time:	Received By:	Date/Time:
			2/13/24 1326
Notes: Till Positive, 5 Day TAT			
jw@hell@hygenix.com			
		HYGENIX, Inc. Environmental Consulting & Laboratory Services 49 Woodside Street Stamford, CT 06902 (203) 324-2222 (phone) (203) 324-3876 (fax)	
		QTY.	RESULT

221021472

EPA PCB FLOW CHART

Current Version on EPA Website

<http://www.epa.gov/epawaste/hazard/tsd/pcbs/pubs/caulk/guide/flowchart.pdf>



SECTION 05 51 33.13
VERTICAL METAL LADDERS

PART 1 GENERAL

1.1 SUMMARY

- A. Section includes shop fabricated ferrous hot dipped galvanized metal items for roof ladders.

1.2 REFERENCES

- A. Applicable Standards:
 1. ASTM A36 – Structural Steel
 2. ASTM A283 – Carbon Steel Plates, Shapes, and Bars.
 3. ASTM A307 – carbon Steel Externally Threaded Standard Fasteners.
 4. ASTM A325 – High Strength Bolts for Structural Steel Joints.
 5. ASTM A568/A568M – Hot-Dipped Galvanized Zinc Steel
 6. AWS A2.0 – Standard Welding Symbols
 7. AWS D1.1 – Structural Welding Code

1.3 SUBMITTALS

- A. Shop Drawings: Indicate profiles, sizes, connection attachments, reinforcing, anchorage, size and type of fasteners, and accessories. Include erection drawings, elevations, and details where applicable.
- B. Indicate welded connections using standard AWS A2.0 welding symbols. Indicate net weld lengths.

1.4 QUALITY ASSURANCE

- A. Prepare Shop Drawings under direct supervision of a professional engineer experienced in design of this work and licensed in the State of Connecticut.

Partial Roof Replacement for
Watertown High School
Watertown, CT

- B. Welder's Certificates: Submit under provisions of Section 01300, certifying welders employed on the work, verify AWS qualification within the previous 12 months.

1.5 FIELD MEASUREMENTS

- A. Verify that field measurements are as indicated on Drawings and shop drawings.

PART 2 PRODUCTS

2.1 METAL FABRICATION

A. COMPONENTS

1. Steel Sections: ASTM A36/A36M.
2. Steel Plate: ASTM A283.
3. Steel Tubing: ASTM A500, Grade B; ASTM A501.
4. Bolts, Nuts, and Washers: ASTM A325; ASTM 307.
5. Hot-Dipped Galvanized Steel: ASTM A568/A568M.

2.2 ACCESSORIES

- A. Welding Materials: AWS D1.1, Type required for materials being welded.
- B. Hot-Dipped Galvanizing Process in accordance with, ASTM A568/A568M.

2.3 FABRICATION

A. General:

1. Fit and shop assemble items in largest practical sections, for delivery to site.
2. Continuously seal joined members by continuous welds.
3. Grind exposed joints flush and smooth with adjacent finish surface. Make exposed joints butt tight, flush, and hairline. Ease exposed edges to small uniform radius.

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4. Exposed Mechanical Fastenings: Flush countersunk screws or bolts, consistent with design of component.
 5. Supply components required for anchorage of fabrications. Fabricate anchors and related components of same material and finish as fabrication.
 6. Hot dip galvanize all components after fabrication.
- B. Steel access ladder: Examine drawings and details indicated and provide those items specifically noted or specified, or as required for a complete installation, and in proper quantity required. Provide shop drawings as required as indicated for structural steel items or as requested by the Architect.
- C. Miscellaneous Clips, Angles, Brackets, etc.: Examine drawings and details indicated and provide those items specifically noted or specified, or as required for a complete installation, and in proper quantity required. Provide shop drawings as indicated for structural steel items or as requested by the Architect

2.4 FINISHES

- A. Clean surfaces of rust, scale, grease, and foreign matter prior to galvanizing.
- B. Hot dip galvanize exterior steel components in accordance with ASTM A568/A568M.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify that field conditions are acceptable and are ready to receive work.

3.2 PREPARATION

- A. Make provisions for erection loads with temporary bracing. Keep work in alignment.

3.3 INSTALLATION

- A. Install items plumb and level, accurately fitted, free from distortion or defects.

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053-0055 RR

- B. Provide for erection loads and provide temporary bracing to maintain true alignment until completion of erection and installation of permanent attachments.
- C. Field weld components indicated on Drawings/shop drawings. Perform field welding in accordance with AWS D1.1.
- D. Obtain approval prior to site cutting.
- E. After erection, repair areas of damaged galvanized coating.

3.4 SCHEDULES

- A. Roof access ladders: Examine drawings and details indicated and provide those items specifically noted or specified, or as required for a complete installation, and in proper quantity required. Provide shop drawings as indicated for structural steel items or as requested by the Architect.
- B. Miscellaneous Clips, Angles, Brackets, etc.: Examine drawings and details indicated and provide those items specifically noted or specified, or as required for a complete installation, and in proper quantity required. Provide shop drawings as indicated for structural steel items or as requested by the Architect.

END OF SECTION

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SECTION 05 52 00
FREESTANDING GUARDRAIL SYSTEM

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including the Conditions of the Contract and Division 01 Specification Sections apply to this Section.

1.2 SUMMARY

- A. Provide and install freestanding guardrail/roof edge protection system, including pipe railings , uprights, bases, counterweights and fittings.
- B. Related Related Sections: The following sections contain requirements that relate to this section.
 - 1. Section 07 55 00 Modified Bituminous Membrane Roof

1.3 REFERENCES

- A. American National Standards Institute (ANSI):
 - 1. A21.1 - Safety Requirements for Floor and Wall Openings, Railings and Toe Boards.
 - 2. A58.1 - Minimum Design Loads in Buildings and Other Structures.
 - 3. A1 17.1 - Accessible and Usable Buildings and Facilities
- B. American Society of Testing and Materials (ASTM)
 - 1. A47 - Standard Specification for Ferrite Malleable Iron Castings.
 - 2. A53 - Standard Specification for Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded Seamless.
 - 3. A153 - Standard Specification for Zinc Coating (Hot Dip) on Iron and Steel Hardware
 - 4. A500 - Standard Specification for Cold Formed Welded and Seamless Carbon Steel Structural Tubing.

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C. Occupational Safety & Health Administration (OSHA)

1. 1910.23 – Guarding Floor and Wall Openings and Holes.

1.4 SUBMITTALS

A. Manufacturer's data sheets to be used, including:

1. Preparation instructions and recommendations.
2. Shop Drawings: indicate profiles, sizes, connections, size and type of fasteners and accessories.
3. Field Measurements: Verify field measurements prior to assembly and/or ordering.
4. Storage and handling instructions.
5. Installation instructions.

B. Shop Drawings: Drawings showing fabrication and installation of handrails and guardrails including plans, elevations, sections, details of components, anchor details, and attachment to adjoining units of work.

C. Selection Samples: For each finish product specified, two complete sets of color chips representing manufacturer's full range of colors and patterns.

1.5 QUALITY ASSURANCE

A. Railings Structural Requirements:

1. Handrail, wall rail and guardrail assemblies and attachments shall withstand a minimum concentrated load of 200 lbs applied in any direction on the top rail.
2. Infill area of guardrail system capable of withstanding a horizontal concentrated load of 200 lbs applied to one square foot at any point in the system. Load not to act concurrently with the loads on top rail of system in determining stress on guardrail.

1.6 DELIVERY, STORAGE AND HANDLING

A. Materials to be delivered to the job site in good condition and adequately protected against damage.

B. Store products in manufacturer's unopened packaging until ready for installation.

1.7 PROJECT CONDITIONS

- A. Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by manufacturer for optimum results. Do not install products under environmental conditions outside manufacturer's absolute limits.
- B. Field Measurements: Where handrails and railings are indicated to fit to other construction, check actual dimensions of other construction by accurate field measurements before fabrication; show recorded measurements on final shop drawings.
 - 1. Where field measurements cannot be made without delaying the railing fabrication and delivery, obtain guaranteed dimensions in writing by the Contractor and proceed with fabrication of products to not delay fabrication, delivery and installation.
- C. Coordinate fabrication and delivery schedule of handrails with construction progress and sequence to avoid delay of railing installation.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Acceptable Manufacturer: Kee Safety, Inc. located at 100 Stradman St. Buffalo, NY 14206; Toll Free Tel: 800- 851-5181; Tel: 716-896-4949, Email info@keesafety.com, Web: www.keesafety.com
- B. Substitutions as approved by Architect.

2.2 SYSTEMS

- A. Provide pipe or tubing, fittings, and accessories as indicated or required to match design indicated on Drawings.
 - 1. Fittings: Cast iron
 - 2. Handrail Tubing, 12 gage, Size
 - a. 1-1/2 inches – 1.90 inches O.D.
 - b. 1-1/4 inches – 1.660 inches O.D.
 - 3. Handrail Pipe, Schedule 40, Size
 - c. 1-1/2 inches – 1.90 inches O.D.
 - d. 1-1/4 inches – 1.660 inches O.D.
 - 4. Infill Panels: As indicated. Refer to Drawings.

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- B. Roof Edge Protection: Provide freestanding KeeGuard Roof Edge Protection System, Including pipe railings, uprights, bases, counterweights and fittings.
1. Freestanding counterweighted guardrail system with 42 inch minimum height to provide guardrail on roof to withstand a minimum load of 200 lbs in any direction to the top rail per OSHA regulation 29 CFR 1910.23
 2. Pipe Steel, 1-1/2 inch schedule 40, galvanized pipe.
 3. Tube: Galvanized tube, 12 gauge, 1-1/2 inch, 1.90 inch O.D.
 4. Rails and Posts: Galvanized Tube, 12 gage, 1-1/4 inch, 1.660 diameter.
 5. Counterweight Levers: Galvanized Tube, 12 gage, 1-1/4 inch, 1.660 diameter.
 6. Mounting Bases: Steel bases are galvanized and are supplied with a rubber pad on underside of the component.
 7. Counterweights: Molded recycled PVC with one fixing collar per counterbalance.
 8. Fasteners: Stainless steel or galvanized.
- C. Custom Design: Provide pipe, fittings, and accessories as indicated or required by Drawings to match design indicated.

2.3 MATERIALS

- A. Pipe:
1. Steel Pipe: Steel, 1-1/2" inch schedule 40, galvanized.
 2. Tube: Galvanized tube, 12 gage, 1-1/2 inch, 1.90 inch O.D.
- B. Fittings, Including Elbows, Crossovers, Wall Flanges, Tees, Couplings.
1. Galvanized Malleable Cast Iron: Kee Klamp structural pipe fittings, ASTM A447 with ASTM A153 galvanizing.
- C. Finish: Polyester factory applied finish.
- D. Fasteners: Type 304 or 305 stainless steel or galvanized.

2.4 FABRICATION

- A. Fit and shop assemble components in largest practical sizes for delivery to site.
- B. Upright tops shall be plugged with weather and light resistant material.
- C. Assemble components with joints tightly fitted and secured. Accurately form components to suit installation.

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PART 3 - EXECUTION

3.1 PREPARATION

- A. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result.

3.2 INSTALLATION

- A. Install in accordance with manufacturer's instructions.
- B. Fit exposed connections accurately together to form tight joints. For all connections with Kee Klamp fittings, each set screw is to be tightened to 29 foot pounds of torque.
- C. Perform cutting, and fitting required for installation of guardrails, Set guardrails and accurately in location, alignment, and elevation, measured from established lines and levels.

3.3 PROTECTION

- A. Protect installed products until completion of project.
- B. Touch-up, repair or replace damaged products before Substantial Completion.

END OF SECTION

SECTION 06 10 00
ROUGH CARPENTRY

PART I - GENERAL

1.1 Delivery Storage and Handling

- A. Time delivery and installation of carpentry work to avoid delaying other trades whose work is dependent on or affected by the carpentry work. Keep materials dry during delivery
- B. Store lumber and plywood in stacks with provisions for air circulation within stacks. Protect bottom of stacks against contact with damp or wet surfaces.
- C. Protect exposed materials against water and wind. Remove damaged or unsuitable material from the job site.

1.2 Quality Assurance

- A. Comply with governing codes and regulations. Use experienced installers.
- B. Lumber Standards: American Softwood Lumber Standard PS 20-70 by the U.S. Department of Commerce.
- C. Plywood Standards: U.S. product Standard PSI-74/ANSI A 199.1 or latest APA Performance Standards for American Plywood Association.
- D. Factory Marking: Mark each piece of lumber or plywood to indicate type, grade, agency providing inspection service.
- E. Size and Shape: Dress lumber 4 sides (S4S) and work to shapes and patterns shown. Nominal sizes shown and specified refer to undressed lumber dimensions. Detailed dimensions show actual lumber size required.

1.3 Scope of work

- A. Replace any damaged or rotted wood blocking or decking in kind

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PART II - PRODUCTS

2.1 Dimensional Lumber and Plywood

- A. Construction Lumber: Standard Grade Douglas Fir, Western Larch, Western Hemlock (WWPA or WCLB) or No. 2 dimension Southern Pine (SPIB).
- B. Exterior Type Plywood: APA Rated sheathing, EXT.
- C. Bucks, Nailers, Blocking, Etc.: No. 2 common grade of any WWPA or WCLA species or No. 2 Southern Pine (SPIB).
- D. Anchorage and Fastenings: Proper type, size material and finish for each application.
- E. Quality: Sound, seasoned, well manufactured materials of longest practical lengths and sizes to minimize joints. Free from warp which cannot be easily corrected by anchoring and attachment. Discard material with defects which would impair quality of work.

PART III - EXECUTION

3.1 Examination

- A. Verify measurements and dimensions shown before proceeding with carpentry work.
- B. Examine supporting structure and conditions under which carpentry work is to be installed. Do not proceed with installation until unsatisfactory conditions have been corrected.
- C. Correlate location of nailers, blocking and similar supports for attached work.
- D. Scribe and cope as required for accurate fit of carpentry work to other work.

3.2 Protection

- A. Protect installed work from damage by other trades until acceptance of work.

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3.3 Installation

- A. Provide all nailers, blocking and sleepers where shown on the drawings or required for attachment of other work. Minimum flashing height of eight (8) inches is required. Coordinate with location with other work involved; refer to shop drawings of such work.
- B. Attach to substrate securely as required to support applied loading. Countersink bolts and nuts flush with surfaces.
- C. Securely attach wood nailers to substrates in accordance with Factory Mutual Loss Prevention Data Sheet 1-49 and as required by recognized standards.
- D. Provide washers under bolt heads and nuts in contact with wood.
- E. Do not wax or lubricate fasteners that depend on friction for holding power.
- F. Select fasteners of size that will not penetrate members where opposite side will be exposed to view or will receive finish material.
- G. Make tight connections between members. Install fasteners without splitting of wood; predrill as required. Do not drive threaded friction type fasteners; turn into place. Tighten bolts and lag screws at installation and retighten as required for tight connections prior to closing in or at completion of work.

END OF SECTION

SECTION 07 22 10
PREPARATION FOR RE-ROOFING

PART 1 - GENERAL

1.1 SCOPE OF WORK

- A. Remove existing single ply roof membrane and wet/delaminated insulation and dispose according to local rules and regulations. Replace wet/delaminated insulation in kind.
- B. Contractor will be responsible for interior protection.

1.2 ENVIRONMENTAL REQUIREMENTS

- A. Do not remove existing roofing system or damaged decking when weather conditions threaten the integrity of the building contents or intended continued occupancy. Maintain continued temporary protection prior to installation of the new roofing system.

1.4 PROTECTION

- A. It shall be the Contractor's responsibility to respond immediately to correction of roof leakage during construction. A four (4) hour time limit shall be given from the time of notification of emergency conditions. In the event of water penetration during rain or a storm, the Contractor shall provide for repair or protection of the building contents and interior. If the Contractor does not respond or cannot be contacted, the Owner will effect repairs or emergency action and the Contractor shall be back charged for all expenses and damages, if any. All temporary (unflashed) connections should be checked and re sealed on a daily basis.
- B. Extra protection to be taken when work is being conducted over sensitive areas. Protection such as tarps or polyethylene sheathing shall be lined on surface.

1.5 SCHEDULING

- A. Schedule work to coincide with commencement of installation of new roofing system.

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PART 2 - PRODUCTS

2.1 MATERIALS

- A. Temporary protection: Sheet Polyethylene. Provide weights or fasteners to retain sheeting in position.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. The Roofing Contractor is to verify existing site conditions, including roof dimensions.
- B. The Roofing Contractor must verify that the existing roof surface is clear and ready for work of the section.

3.2 MATERIALS REMOVAL

- A. Remove all membrane, cant strips, rigid insulation, expansion joints, base flashings, walls, and any other items shown on the drawings. In addition, complete removal of all nails and other debris is required to leave a smooth, even surface for re-roofing. Contractor should use blower to remove all smaller debris immediately before installing insulation on tectum and gypsum deck sections. The existing solidly bonded vapor barrier/base sheet can be left in place. Any areas in which vapor barrier is damaged or removed during demo, contractor must install one base ply of generic base sheet in type III hot.
- B. All debris dumped from the roof shall be transported from the roof via chutes, crane or lull into dumpsters or trucks. Surrounding shingle roofing must be protected at all times and any damage caused by the roofing contractor or roofing contractor's sub contractors shall be replaced at in like kind at the roofing contractor's expense.
- C. Building and/or ground damage caused by the removal or installation of the roof system will be the sole responsibility of the Contractor. Grounds must be repaired to same condition as they are prior to the start of the project.
- D. Contractor shall use magnet device around all work areas on a daily basis during the removal of existing soffits and fascia and during the install of the new. This will avoid accidents resulting from lawn care or other.

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3.3 TEMPORARY PROTECTION

- A. Provide temporary protective sheeting over uncovered deck surfaces.
- B. Turn sheeting up and over parapets and curbing. Retain sheeting in position with weights or temporary fasteners.
- C. Provide for surface drainage from sheeting to existing drainage facilities.
- D. Do not permit traffic over unprotected deck surface.
- E. Interior protection from rooftop debris is to be handled by roofing contractor.

END OF SECTION

SECTION 07 27 00
ROOF DECK AND INSULATION

PART 1 - GENERAL

1.1 SCOPE OF WORK

- A. Roof insulation over the properly prepared deck substrate.

1.2 REFERENCES

- A. American Society for Testing and Materials (ASTM):
1. ASTM A-167, Specification for Stainless and Heat-Resisting Chromium Nickel Steel Plate, Sheet and Strip.
 2. ASTM A-653, Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvanized) by the Hot-Dip Process.
 3. ASTM B-29, Pig Lead.
 4. ASTM B-32, Solder Metal.
 5. ASTM C-165, Test Method for Measuring Compressive Properties of Thermal Insulation.
 6. ASTM C-208, Specifications for Cellulosic Fiber Insulating Board.
 7. ASTM C-209, Test Method for Cellulosic Fiber Insulating Board.
 8. ASTM C-272, Test Method for Water Absorption of Core Materials for Structural Sandwich Constructions.
 9. ASTM C-36, Specification for Gypsum Wallboard.
 10. ASTM C-518, Test Method for Steady-State Heat Flux Measurements and Thermal Transmission Properties by Means of the Heat Flow Meter Apparatus.
 11. ASTM C-578, Specification for Perlite Thermal Insulation Board.
 12. ASTM C-728, Test Methods for Fire Test of Roof Coverings.
 13. ASTM C-1289, Specification for Faced Rigid Polyisocyanurate Thermal Insulation
 14. ASTM D-5, Test Method for Penetration of Bituminous Materials.
 15. ASTM D-36, Test Method for Softening Point of Bitumen (Ring and Ball Apparatus).
 16. ASTM D-312, Specification for Asphalt Used in Roofing.
 17. ASTM D-412, Test Methods for Vulcanized Rubber and Thermoplastic Rubbers and Thermoplastic Elastomers-Tension.
 18. ASTM D-1621, Test Method for Compressive Properties of Rigid Cellular Plastics.
 19. ASTM D-1622, Test Method for Apparent Density of Rigid Cellular Plastics.
 20. ASTM D-1863, Specification for Mineral Aggregate Used on Built-Up Roofs.
 21. ASTM D-2126, Test Method for Response off Rigid Cellular Plastics to Thermal Humid Aging.

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22. ASTM D-2178, Standard Specification for Asphalt Glass Felts used in Roofing and Waterproofing.
 23. ASTM D-4601, Specification for Asphalt-Coated Glass Fiber Base Sheet Used in Roofing.
 24. ASTM D-5147, Sampling and Testing Modified Bituminous Sheet Material.
- B. Cast Iron Soil Pipe Institute, Washington, D.C. (CISPI)
- C. National Roofing Contractors Association (NRCA):
1. Roofing and Waterproofing Manual.
- D. Underwriters Laboratories, Inc. (UL):
1. Fire Hazard Classifications.
- E. Sheet Metal and Air Conditioning Contractors National Association (SMACNA)
- F. Steel Deck Institute, St. Louis, Missouri (SDI)
- G. Southern Pine Inspection Bureau, Pensacola, Florida (SPIB)
- H. Insulation Board, Polyisocyanurate (FS HH-I-1972)
- I. Insulation Board, Thermal (Fiberboard) (FS LLL-1-535B)

1.3 SUBMITTALS

- A. Product Data: Provide manufacturer's specification data sheets for each product in accordance with Section 01300.
- B. Provide approval letters from insulation manufacturer for use of their insulation within this particular roofing system type.
- C. Provide a sample of each insulation type.
- D. Shop Drawings
1. Submit manufacturer's shop drawings indicating complete installation details of tapered insulation system, including identification of each insulation block, sequence of installation, layout, drain locations, roof slopes, thicknesses, crickets and saddles.

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2. Shop drawing shall include: Outline of roof, location of drains, complete board layout of tapered insulation components, thickness and the average “R” value for the completed insulation system.

E. Certification

1. Submit roof manufacturer’s certification that insulation fasteners furnished are acceptable to roof manufacturer.
2. Submit roof manufacturer’s certification that insulation furnished is acceptable to roofing manufacturer as a component of roofing system and is eligible for roof manufacturer’s system warranty.

1.4 QUALITY ASSURANCE

A. Fire Classification, ASTM E-108

- B. Manufacturer’s Certificate: Certify that the roof system is adhered properly to meet or exceed the requirements attached herein for zone 1, 2 and 3 in (modified bitumen section).

1.5 DELIVERY, STORAGE AND HANDLING

- A. Deliver products to site with seals and labels intact, in manufacturer's original containers, dry and undamaged.
- B. Store all insulation materials in a manner to protect them from the wind, sun and moisture damage prior to and during installation. Any insulation that has been exposed to any moisture shall be removed from the project site.
- C. Keep materials enclosed in a watertight, ventilated enclosure (i.e. tarpaulins).
- D. Store materials off the ground. Any warped, broken or wet insulation boards shall be removed from the site.

PART 2 - PRODUCTS

2.1 INSULATION MATERIALS AND ADHERING TO DECK

- A. Mechanically fasten all layers of polyisocyanurate insulation into decking at a rate of 16 fasteners for zone 1, 24 fasteners for zone 2 and 32 fasteners for zones 3 per 4’ x 8’ board. (Zone spacing for zones 2 and 3 are 18’ from perimeter towards the center of the roof as shown on wind uplift calculations). Over newly

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installed insulation system, set one layer of ½” primed high density wood fiberboard in full moppings of type III generic hot asphalt at a rate of 25-30lbs per square per ply.

2.2 ACCEPTABLE MANUFACTURERS

A. Polyisocyanurate Insulation

1. Wise Product Group
2. John Mansville
3. Hunter Panel

B. ½” high density asphalt primed wood fiber coverboard

1. Blue Ridge Red Structodeck
2. Wise Product Group
3. Hunter Panel

2.3 RELATED MATERIALS

A. Fiber Cant and Tapered Edge Strips: Performed rigid insulation units of sizes/shapes indicated, matching insulation board or of perlite or organic fiberboard, as per the approved manufacturer.

B. Fasteners (if required)

1. Fasteners must meet or exceed required pull tests on existing decks as specified in wind uplift calculations.

PART 3 - EXECUTION

3.1 INSPECTION OF SURFACES

A. Roofing contractor shall be responsible for preparing an adequate substrate to receive insulation.

1. Verify that the existing vapor barrier is fully adhered to the concrete, tectum and gypsum decks. If there is any loose or missing vapor barrier, contractor must set one ply of generic base sheet to ensure that the vapor barrier is fully water/airtight.
2. Verify that there are no voids at penetrations, perimeter edges or other of the existing vapor barrier. In the event there is, contractor shall apply generic trowel grade asphalt mastic to ensure a watertight/airtight seal.

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3. Verify that work which penetrates roof deck has been completed.
4. Verify that wood nailers are properly and securely installed.
5. Examine surfaces for defects, rough spots, ridges, depressions, foreign material, moisture, and unevenness.
6. Do not proceed until defects are corrected.
7. Do not apply insulation until substrate is sufficiently dry.
8. Blow all dust and debris off the deck surface just prior to installing the recovery board.
9. Use additional insulation to fill depressions and low spots that would otherwise cause ponding water.
10. Verify that temporary roof has been completed.

3.3 CLEANING

- A. Remove debris and cartons from roof deck. Leave insulation clean and dry, ready to receive roofing membrane.

END OF SECTION

SECTION 07 42 14
METAL WALL PANELS

PART 1 – GENERAL

1.1 SUMMARY

- A. This section includes pre-formed flat seam wall panel system complete with anchor clips, fasteners, flashing, and trim.
- B. Related Sections:
 - 1. Section 07 05 00 – Common Work Results for Thermal and Moisture Protection

1.3 REFERENCES

- A. American Iron and Steel Institute (AISI):
 - 1. Specification for the Design of Cold-Formed Steel Structural Members.
 - 2. American Society for Testing and Materials (ASTM): B.
 - 3. ASTM A240 Specification for Heat Resisting Chromium and Chromium-Nickel Stainless Steel Plate, Sheet, and Strip for Pressure Vessels: C.
 - 4. ASTM A792 Specification for Steel Sheet, 55% Aluminum-Zinc Alloy-Coated by the Hot-Dip Process.
 - 5. ASTM A875 Specification for Steel Sheet, Zinc-5% Aluminum Alloy-Coated by the Hot-Dip Process.
 - 6. ASTM B209 Specification for Aluminum and Aluminum-Alloy Sheet and Plate
 - 7. ASTM B370 Specification for Copper and Sheet and Strip for Building Construction
 - 8. ASTM E283 Standard Test Method for Determining Rate of Air Leakage Through Exterior Windows, Curtain Walls, and Doors Under Specified Pressure Differences Across the Specimen.
 - 9. ASTM E331 Standard Test Method for Water Penetration of Exterior Windows, Skylights, Doors, and Curtain Walls by Uniform Air Pressure Differences
 - 10. ASTM E331 Standard Test Method for Structural Performance of Exterior Windows, Doors, Skylights, and Curtain Walls by Uniform Static Air Pressure Difference
- B. Sheet Metal and Air Conditioning Contractors National Association (SMACNA):

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1. Architectural Sheet Metal Manual

1.4 CONTRACT CLOSEOUT SUBMITTALS

- A. General: Comply with Requirements of Division 01 Section Closeout Submittals.
- B. Special Project Warranty: Provide specified warranty for the Project, executed by the authorized agent of the Manufacturer.
- C. Wall Panel Maintenance Instructions: Provide a manual of manufacturer's recommendations for maintenance of installed systems.
- D. Insurance Certification: Assist Owner in preparation and submittal of wall installation acceptance certification as may be necessary in connection with fire and extended coverage insurance on wall panel system installation and associated work.
- E. Demonstration and Training Schedule: Provide a schedule of proposed dates and times for instruction of Owner's personnel in the maintenance requirements for completed wall panel system installation work. Refer to Part 3 for additional requirements.

1.5 QUALITY ASSURANCE

- A. Installer Qualifications: Engage an Installer who has completed the Manufacturer's Approved Contractor course and is currently certified for the installation of the specified system.
- B. If required, fabricator/installer shall submit work experience and evidence of adequate financial Responsibility. The Owner's representative or Architect reserves the right to inspect fabrication facilities in determining qualifications.
- C. Source Limitations: Obtain all components of the wall panel system from a single manufacturer. Secondary products that are required shall be recommended and approved in writing by the Manufacturer.
 - 1. Upon request of the Owner, submit Manufacturer's written approval of secondary components in list form, signed by an authorized agent of the Manufacturer.
 - 2. Manufacturer shall have direct authority and control over all fabrication of steel components as well as the raw materials used in their fabrication.
- D. Source Quality Control: Manufacturer shall have in place a documented, standardized quality control program such as ISO-9001 approval.

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- E. Engage the Manufacturer's Field Representative to conduct required 4 days per week inspections of work in progress as described herein and shall furnish written documentation of all such inspections.
- F. Manufacturer shall provide the Owner project with a written statement that they will provide a site inspections a minimum of 4 days per week while the project is being constructed as specified, by an experienced, full time employee of the company.
- G. A single source warranty is required for the roofing and wall panel systems by the same manufacturer.

1.6 PRE-INSTALLATION CONFERENCE

- A. Convene a pre-installation conference approximately two (2) weeks before scheduled commencement of system installation and associated work.
- B. Require attendance of installer of each component of associated work which must precede or follow wall panel work (including mechanical or electrical work if any), Owner, Architect, system manufacturer's representative, and other representatives directly concerned with performance of the Work, including (where applicable) Owner's insurers, testing agencies and governing authorities.
- C. Objectives of conference to include:
 - 1. Review foreseeable methods and procedures related to work, including set up and mobilization areas for stored material and work area.
 - 2. Tour representative areas of building, inspect and discuss condition of substrates, penetrations and other preparatory work performed by others.
 - 3. Review structural loading limitations of wall framing and inspect for unacceptable variations in planarity.
 - 4. Review system requirements (drawings, specifications and other contract documents).
 - 5. Review required submittals both completed and yet to be completed.
 - 6. Review and finalize construction schedule related to work and verify availability of materials, installer's personnel, equipment and facilities needed to make progress and avoid delays.
 - 7. Review required inspection, testing, certifying and material usage accounting procedures.
 - 8. Review weather and forecasted weather conditions and procedures for unfavorable conditions, including possibility of temporary wall protection (if not mandatory requirement).

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9. Record discussion of conference including decisions and agreements (or disagreements) reached. Furnish copy of record to each party attending. If substantial disagreements exist at conclusion of conference, determine how disagreements will be resolved and set date for reconvening conference.
 10. Review notification procedures for weather or non-working days.
- D. The Owner's Representative will be designate one of the conference participants to record the proceedings and promptly distribute them to the participants for record.
- E. The intent of the conference is to resolve issues affecting the installation and performance of wall panel work. Do not proceed with work until such issues are resolved the satisfaction of the Owner. This shall not be construed as interference with the progress of Work on the part of the Owner.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Manufacturer's Responsibilities:
1. All panels shall be shipped from the manufacturer with a strippable film or similar packaging material separating the individual panels to minimize flexing, stressing, scratching or otherwise damaging the material during transit to the job.
 2. Fully cover steel with tarpaulins or similar protective cover during transit to prevent dirt and debris from coming in contact with the finished goods.
- B. Installer's Responsibilities:
1. Stack pre-finished materials to prevent twisting, bending, abrasion and denting and elevate one end to facilitate moisture run-off.
 2. Unload wall panels using a boom or crane, supporting the panels in at least two locations during lifting, and never lift more than three panels at a time.
 3. Protect moisture-sensitive materials and water-based from the weather.
 4. Inspect materials upon delivery. Reject and remove physically damaged or marred material from project site.

1.8 PROJECT CONDITIONS

- A. Determine that work of other trades will not hamper or conflict with necessary fabrication and storage and protection requirements for wall panel system.
1. Protection:
 - a. Protect completed work from subsequent construction operations. Comply with Manufacturer's recommendations.

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- b. Do not encumber the site with stored materials or equipment.
 - c. Do not support wall-mounted equipment directly on the wall panel system.
- B. Ascertain that work of other trades which penetrates the wall or is to be made watertight by the wall is in place an approved prior to installation.

1.9 WARRANTIES

- A. Manufacturer shall execute a single warranty covering of the following criteria. Multiple-source warranties are not acceptable.
- 1. Manufacturer's ten (10) year watertight warranty.
 - 2. Manufacturer's standard twenty (20) year finish warranty covering checking, crazing, peeling, chalking, fading, or adhesion.
 - 3. Installer's two (2) year warranty covering wall panel system installation.
 - 4. Warranties shall commence on date of Substantial Completion.
 - 5. Provide a single warranty by a single approved manufacturer for roof areas, wall areas, and transitions between the two systems, if applicable.

PART 2 – PRODUCTS

1.1 PRODUCTS, GENERAL

- A. Refer to Division 01 Section “Common Product Requirements.”
- B. Basis of Design: Materials, manufacturer's product designations, and/or manufacturer's names specified here in shall be regarded as the minimum standard of quality required for work of this Section. Comply with all manufacturer and contractor/fabricator quality and performance criteria specified in Part 1.

1.2 ACCEPTABLE MANUFACTURERS

- A. The design is based upon R-MER Wall Pan wall panel systems engineered and manufactured by

The Garland Company
3800 East 91st Street
Cleveland, Ohio 44105
Telephone: (800) 762-8225
Website: www.garlandco.com
Or
Approved Equal

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1.3 METAL WALL PANEL SYSTEM

A. General

1. The products, quality, and performance criteria specified shall be regarded as the minimum standard of quality required for the project.
2. Basis of Design: R-MER Wall Pan System manufactured by The Garland Company, Cleveland, OH.

B. Materials

1. Panel material: .040" thickness aluminum, 3105-H14 alloy, smooth as per ASTM B209-96.
2. Flashing and flat stock material: Fabricate in profiles indicated on drawings of same material, thickness, and finish as wall panel system, unless indicated otherwise.

C. Finish on surfaces:

1. Exposed surfaces for coated panels:
 - a. Two coat coil applied, baked-on full-strength (70% resin) fluorocarbon coating system (polyvinylidene fluoride, PVF2), applied by manufacturer's approved applicator.
 - b. Coating system shall provide nominal 1.0 mil dry film thickness, consisting of primer and color coat.
 - c. **Color shall be the choice of Town of Watertown.**
2. Unexposed surfaces for coated panels shall be baked-on polyester coating with .20 - .30 dry film thickness (TDF).
3. Exposed and unexposed surfaces for uncoated panels shall be as shipped from the mill.

D. Characteristics:

1. Fabrication: Panels shall be factory roll-formed from the specified metal. Field rolled panels will not be allowed.
2. Configuration: Interlocking flush/flat seams incorporating concealed anchor clips. Through fastened or exposed fastener systems are not acceptable.
3. Panel seam legs shall be one and one half (1 ½) inch nominal concealed depth behind the panel face. Seam shall allow for expansion and contraction of panels due to thermal changes.
3. Anchor clips: Clips shall be 22 gauge galvalume steel designed to allow thermal movement of the panel in each direction along the longitudinal dimension.
4. Panel Width (Seam Spacing): [12"] nominal.
5. Panel lengths: Full length without joints to the extent as is practical.
6. Profile of panel face shall have mesa's every two (2) on center continuous throughout panel which are a minimum of one and one half

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(1 ½) inches wide. These will absorb thermal stresses, reduce oil canning, and provide aesthetic appeal.
Profile of panel face shall have a single Vee-groove reveal located three (3) inches in from each panel seam. These will absorb thermal stresses, reduce oil canning, and provide aesthetic appeal.
Profile of panel face shall have a double Vee-groove reveal located in the center of each panel face. These will absorb thermal stresses, reduce oil canning, and provide aesthetic appeal.
Profile of the panel face shall be flat and free from any mechanical finishes.
Profile of the panel face shall be flat and free from any mechanical finishes. A nominal three fourths (3/4) inch thick expanded polystyrene insulation board shall be adhered to the inner cavity of the panel.

1.4 ACCESSORY PRODUCTS

- A. Sealant:
 - 1. Acceptable product:
 - a. Concealed Application: Non-curing butyl sealant or equal.
 - b. Exposed Application: Garland SS sealant or equal.
- B. Wall Substrate:
 - 1. Install 18 gauge galvanized steel hat channels for furring sections to the wall structural substrate. Hat channel sections shall be installed perpendicular to panel seams, and shall be spaced thirty (30) inches on center (maximum) to accommodate to the panel anchor clip spacing given in article 3.2 C.

1.5 FABRICATION

- A. Shop fabricate metal panels and flashing components to the maximum extent possible, forming metal work with clear, sharp, straight, and uniform bends and rises. Hem exposed edges of flashings.
- B. Form flashing components from full single width sheet in minimum ten (10'-0") feet sections. Provide shop fabricated, mitered corners, joined using closed end pop rivets and joint sealant.
- C. Fabricate panels and related sheet metal work in accordance with approved shop drawings and applicable standards.

PART 3 – EXECUTION

3.1 EXECUTION, GENERAL

- A. Comply with requirements of Division 01 Section “Common Execution Requirements.”

3.2 PREPARATION

- A. Inspection: Examine the alignment and placement of the building structure and substrate. Correct any objectionable warp, waves or buckles in the substrate before proceeding with installation of the pre-formed metal panels.
- B. Pre-installation conference: Prior to beginning metal wall panel work, convene a pre-installation conference as specified in Part 1 of this Specification.
- C. It is understood that the ongoing operations of the Owner area of a critical nature as to leak sensitivity. Do not work on more wall area than can be restored completely watertight in one day.

3.3 INSTALLATION, GENERAL

- A. Install wall system when the atmospheric dry bulb temperature is minimum forty (40) degrees Fahrenheit and rising.
- B. Install all components of the wall system in exact accordance with the manufacturer’s standard published procedures as applicable to these project conditions and substrates.

3.4 WALL PANEL INSTALLATION

- A. Comply with all details and install wall panel materials and flashings in accordance with approved Manufacturer’s details and manufacturer’s product data within specified erection tolerances.
- B. Isolate dissimilar metals and masonry or concrete from metals with bituminous coating. Use gasketed fasteners where required to prevent corrosive action between fastener, substrate, and panels.
- C. Limit exposed fasteners to extent indicated on details.
- D. Seal laps and joints in accordance with system manufacturer’s product data.

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- E. Installed system shall be true to line and plane and free of dents, and physical defects. In light gauge panels with wide flat surfaces, some oil canning may be present. Oil canning does not affect the finish or structural integrity of the panel and is therefore not cause for rejection.
- F. Form joints in linear sheet metal to allow for one fourth (1/4) inch minimum expansion at twenty (20'-0") feet on center maximum and eight (8'-0") feet from corners.
- G. At joints in linear sheet metal items, set sheet metal items in two (2) one fourth (1/4) inch beads of butyl sealant. Extend sealant over all metal surfaces. Mate components for positive seal. Allow no sealant to migrate onto exposed surfaces.

3.5 CLEANING

- A. Clean installed work in accordance with the manufacturer's instructions.
- B. Replace damaged work than cannot be restored by normal cleaning methods.

3.6 CONSTRUCTION WASTE MANAGEMENT

- A. Remove and properly dispose of waste products generated during construction. Comply with requirements of authorities having jurisdiction.

3.7 FINAL INSPECTION

- A. At completion of installation and associated work, meet with Contractor, installer, installer of associated work, Owner, system manufacturer's representative, and other representatives directly concerned with performance of system.
- B. Inspect work and flashing of penetrations, walls, curbs and other equipment. List all items requiring correction or completion and furnish copy of list to each party in attendance.
- C. Repair or replace deteriorated or defective work found at time above inspection as required to a produce an installation which is free of damage and deterioration at time of Substantial Completion and according to warranty requirements.
- D. Notify the Owner and Architect upon completion of corrections.
- E. Following the final inspection, provide written notice of acceptance of the installation from the system manufacturer.

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- F. Immediately correct leakage during construction. If the Contractor does not respond within twenty four (24) hours, the Owner will exercise rights to correct the Work under the terms of the Conditions of the Contract.

3.8 DEMONSTRATION AND TRAINING

- A. At a time and date agreed to by the Owner, instruct the Owner's facility manager, or other representative designated by the Owner, on the following procedures:
 - 1. Troubleshooting procedures
 - 2. Notification procedures for reporting leaks or other problems
 - 3. Maintenance
 - 4. The Owner's obligations for maintaining the warranty in effect and force
 - 5. The Manufacturer's obligations for maintaining the warranty in effect and force

END OF SECTION

SECTION 07 55 00
MODIFIED BITUMINOUS MEMBRANE ROOFING

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Hot Applied 2-Ply Asphalt Roofing

1.2 REFERENCES

- A. ASTM D 41 - Standard Specification for Asphalt Primer Used in Roofing, Dampproofing, and Waterproofing.
- B. ASTM D 312 - Standard Specification for Asphalt used in Roofing.
- C. ASTM D 451 - Standard Test Method for Sieve Analysis of Granular Mineral Surfacing for Asphalt Roofing Products.
- D. ASTM D 1970 - Specification for Sheet Materials, Self-Adhering Polymer Modified Bituminous, Used as Steep Roofing Underlayment for Ice Dam Protection.
- E. ASTM D 1079 Standard Terminology Relating to Roofing, Waterproofing and Bituminous Materials.
- F. ASTM D 1227 Standard Specification for Emulsified Asphalt Used as a Protective Coating for Roofing.
- G. ASTM D 1863 Standard Specification for Mineral Aggregate Used as a Protective Coating for Roofing.
- H. ASTM D 2178 Standard Specification for Asphalt Glass Felt Used in Roofing and Waterproofing.
- I. ASTM D 2824 Standard Specification for Aluminum-Pigmented Asphalt Roof Coating.
- J. ASTM D 4586 Standard Specification for Asphalt Roof Cement, Asbestos-Free.
- K. ASTM D 4601 Standard Specification for Asphalt Coated Glass Fiber Base Sheet Used in Roofing.
- L. ASTM D 5147 Standard Test Method for Sampling and Testing Modified Bituminous Sheet Materials.

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- M. ASTM D 6162 Standard Specification for Styrene Butadiene Styrene (SBS) Modified Bituminous Sheet Materials Using a Combination of Polyester and Glass Fiber Reinforcements.
- N. ASTM D 6163 Standard Specification for Styrene Butadiene Styrene (SBS) Modified Bituminous Sheet Materials Using Glass Fiber Reinforcements.
- O. ASTM D 6164 - Standard Specification for Styrene Butadiene Styrene (SBS) Modified Bituminous Sheet Materials Using Polyester Reinforcements.
- P. ASTM D 6754 - Standard Specification for Ketone Ethylene Ester (KEE) Sheet Roofing.
- Q. ASTM D 6757 - Standard Specification for Underlayment Felt Containing Inorganic Fibers Used in Steep-Slope Roofing.
- R. ASTM E 108 - Standard Test Methods for Fire Test of Roof Coverings
- S. Factory Mutual Research (FM): Roof Assembly Classifications.
- T. National Roofing Contractors Association (NRCA): Roofing and Waterproofing Manual.
- U. Sheet Metal and Air Conditioning Contractors National Association, Inc. (SMACNA) - Architectural Sheet Metal Manual.
- V. Underwriters Laboratories, Inc. (UL): Fire Hazard Classifications.
- W. Warnock Hersey (WH): Fire Hazard Classifications.
- X. ANSI-SPRI ES-1 Wind Design Standard for Edge Systems used with Low Slope Roofing Systems.
- Y. ASCE 7, Minimum Design Loads for Buildings and Other Structures
- Z. UL - Fire Resistance Directory.
- AA. FM Approvals - Roof Coverings and/or RoofNav assembly database.
- BB. FBC - Florida Building Code.
- CC. Miami-Dade Building Code Compliance - N.O.A. (Notice of Acceptance).
- DD. California Title 24 Energy Efficient Standards.

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1.3 DESIGN / PERFORMANCE REQUIREMENTS

- A. Perform work in accordance with all federal, state and local codes.
- B. Exterior Fire Test Exposure: Roof system shall achieve a UL, FM or WH Class rating for roof slopes indicated on the Drawings as follows:
 - 1. Factory Mutual Class A Rating.
 - 2. Underwriters Laboratory Class A Rating.
 - 3. Warnock Hersey Class A Rating.
- C. Design Requirements:
 - 1. Uniform Wind Uplift Load Capacity
 - a. Installed roof system shall withstand negative (uplift) design wind loading pressures complying with the following criteria.
 - 1) Design Code: ASCE 7, Method 2 for Components and Cladding.
 - 2) Importance Category:
 - a) IV
 - 3) Importance Factor of:
 - a) 1.0
 - 4) Wind Speed: 130 mph
 - 5) Exposure Category:
 - C.
 - 6) Design Roof Height: 30 feet.
 - 7) Minimum Building Width: 560 feet.
 - 8) Roof Pitch: ¼":12".
 - 9) Roof Area Design Uplift Pressure:
 - a) Zone 1 - Field of roof 31.4 psf
 - b) Zone 2 - Eaves, ridges, hips and rakes 48.8 psf
 - c) Zone 3 - Corners 81.3 psf
 - 2. Live Load: 20 psf, or not to exceed original building design.
 - 3. Dead Load:
 - a. Installation of new roofing materials shall not exceed the dead load capacity of the existing roof structure.
- D. Energy Star: Roof System shall comply with the initial and aged reflectivity required by the U.S. Federal Government's Energy Star program.
- E. LEED: Roof system shall meet the reflectivity and emissivity criteria to qualify for one point under the LEED credit category, Credit 7.2, Landscape & Exterior Design to Reduce Heat Island - Roof.
- F. Roof System membranes containing recycled or bio-based materials shall be third party certified through UL Environment.

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- G. Roof system shall have been tested in compliance with the following codes and test requirements:
 - 1. Underwriters Laboratories:
 - a. Certification TGFU.R
 - 2. Warnock Hersey
 - a. ITS Directory of Listed Products
 - 3. FM Approvals:
 - a. RoofNav Website

1.4 SUBMITTALS

- A. Submit under provisions of Section 01300.
- B. Product Data: Manufacturer's data sheets on each product to be used, including:
 - 1. Preparation instructions and recommendations.
 - 2. Storage and handling requirements and recommendations.
 - 3. Installation instructions.
- C. Shop Drawings: Submit shop drawings including installation details of roofing, flashing, fastening, insulation and vapor barrier, including notation of roof slopes and fastening patterns of insulation and base modified bitumen membrane, prior to job start.
- D. Design Pressure Calculations: Submit design pressure calculations for the roof area in accordance with ASCE 7 and local Building Code requirements. Include a roof system attachment analysis report, certifying the system's compliance with applicable wind load requirements before Work begins.
- E. LEED Submittals: Provide documentation of how the requirements of Credit will be met:
 - 1. List of proposed materials with recycled content. Indicate post-consumer recycled content and pre-consumer recycled content for each product having recycled content.
 - 2. Product data and certification letter indicating percentages by weight of post-consumer and pre-consumer recycled content for products having recycled content.
 - 3. Product reflectivity and emissivity criteria to qualify for one point under the LEED credit category, Credit 7.2, Landscape & Exterior Design to Reduce Heat Island - Roof.
- F. Recycled or Bio-Based Materials: Provide third party certification through UL Environment of roof System membranes containing recycled or bio based materials.

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- G. Verification Samples: For each modified bituminous membrane ply product specified, two samples, minimum size 6 inches (150 mm) square, representing actual product, color, and patterns.
- H. Manufacturer's Certificates: Provide to certify products meet or exceed specified requirements.
- I. Test Reports: Submit test reports, prepared by an independent testing agency, for all modified bituminous sheet roofing, indicating compliance with ASTM D5147. Testing must be performed at 77 deg. F. Tests at 0 deg. F will not be considered.
- J. Closeout Submittals: Provide manufacturer's maintenance instructions that include recommendations for periodic inspection and maintenance of all completed roofing work. Provide product warranty executed by the manufacturer. Assist Owner in preparation and submittal of roof installation acceptance certification as may be necessary in connection with fire and extended coverage insurance on roofing and associated work.

1.5 QUALITY ASSURANCE

- A. Perform Work in accordance with NRCA Roofing and Waterproofing Manual.
- B. Manufacturer Qualifications: Company specializing in manufacturing products specified with documented ISO 9001 certification and minimum of twelve years of documented experience and must not have been in Chapter 11 bankruptcy during the last five years.
- C. Installer Qualifications: Company specializing in performing Work of this section with minimum five years documented experience and a certified Pre-Approved Garland Contractor.
- D. Installer's Field Supervision: Maintain a full-time Supervisor/Foreman on job site during all phases of roofing work while roofing work is in progress.
- E. Product Certification: Provide manufacturer's certification that materials are manufactured in the United States and conform to requirements specified herein, are chemically and physically compatible with each other, and are suitable for inclusion within the total roof system specified herein.
- F. Source Limitations: Obtain all components of roof system from a single manufacturer. Secondary products that are required shall be recommended and approved in writing by the roofing system Manufacturer. Upon request of the Architect or Owner, submit Manufacturer's written approval of secondary components in list form, signed by an authorized agent of the Manufacturer.

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1.6 PRE-INSTALLATION MEETINGS

- A. Convene minimum two weeks prior to commencing Work of this section.
- B. Review installation procedures and coordination required with related Work.
- C. Inspect and make notes of job conditions prior to installation:
 - 1. Record minutes of the conference and provide copies to all parties present.
 - 2. Identify all outstanding issues in writing designating the responsible party for follow-up action and the timetable for completion.
 - 3. Installation of roofing system shall not begin until all outstanding issues are resolved to the satisfaction of the Architect.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Deliver and store products in manufacturer's unopened packaging with labels intact until ready for installation.
- B. Store all roofing materials in a dry place, on pallets or raised platforms, out of direct exposure to the elements until time of application. Store materials at least 4 inches above ground level and covered with "breathable" tarpaulins.
- C. Stored in accordance with the instructions of the manufacturer prior to their application or installation. Store roll goods on end on a clean flat surface. No wet or damaged materials will be used in the application.
- D. Store at room temperature wherever possible, until immediately prior to installing the roll. During winter, store materials in a heated location with a 50 degree F (10 degree C) minimum temperature, removed only as needed for immediate use. Keep materials away from open flame or welding sparks.
- E. Avoid stockpiling of materials on roofs without first obtaining acceptance from the Architect/Engineer.
- F. Adhesive storage shall be between the range of above 50 degree F (10 degree C) and below 80 degree F (27 degree C). Area of storage shall be constructed for flammable storage.

1.8 COORDINATION

- A. Coordinate Work with installing associated metal flashings as work of this section proceeds.

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1.9 PROJECT CONDITIONS

- A. Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by manufacturer for optimum results. Do not install products under environmental conditions outside manufacturer's absolute limits.

1.10 WARRANTY

- A. Upon completion of the work, provide the Manufacturer's written and signed Edge-To-Edge NDL System Warranty, warranting that, if a leak develops in the roof during the term of this warranty, due either to defective material or defective workmanship by the installer, the manufacturer shall provide the Owner, at the Manufacturer's expense, with the labor and material necessary to return the defective area to a watertight condition including Garland Metal Components.
 - 1. Warranty Period:
 - a. 20 years from date of acceptance (Base Bid)
 - b. 30 years from date of acceptance (Add Alternate Bid)
- B. Installer is to guarantee all work against defects in materials and workmanship for a period indicated following final acceptance of the Work.
 - 1. Warranty Period:
 - a. 3 years from date of acceptance.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Acceptable Manufacturer: Garland Company, Inc or approved equal
- B. Requests for substitutions will be considered in accordance with provisions of Section 01 33 00.
- C. The Products specified are intended and the Standard of Quality for the products required for this project. If other products are proposed the bidder must disclose in the bid the manufacturer and the products that they intend to use on the Project. If no manufacturer and products are listed, the bid may be accepted only with the use of products specified.
 - 1. Bidder will not be allowed to change materials after the bid opening date.
 - 2. If alternate products are included in the bid, the products must be equal to or exceed the products specified. Supporting technical data shall be submitted to the Architect/ Owner for approval prior to acceptance. Submittals must be approved in writing by the architect 10 days prior to bid opening.
 - 3. In making a request for substitution, the Bidder/Roofing Contractor represents that it has:

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- a. Personally investigated the proposed product or method, and determined that it is equal or superior in all respects to that specified.
 - b. Will provide the same guarantee for substitution as for the product and method specified.
 - c. Will coordinate installation of accepted substitution in work, making such changes as may be required for work to be completed in all respects.
 - d. Will waive all claims for additional cost related to substitution, which consequently become apparent.
 - e. Cost data is complete and includes all related cost under his/her contract or other contracts, which may be affected by the substitution.
 - f. Will reimburse the Owner for all redesign cost by the Architect for accommodation of the substitution.
4. Architect reserves the right to be the final authority on the acceptance or rejection of any or all bids, proposed alternate roofing systems or materials that has met ALL specified requirement criteria.
 5. Failure to submit substitution package, or any portion thereof requested, will result in immediate disqualification and consideration for that particular contractors request for manufacturer substitution.
 6. All substitutions must be submitted by pre approved roofing contractors who have attended the mandatory pre bid meeting and are qualified to bid the project. All other parties submittal packages will be rejected.

2.2 HOT APPLIED 2-PLY ASPHALT ROOFING

- A. Base (Ply) Sheet: One ply bonded to the prepared substrate with Interply Adhesive:
- B. Modified Cap (Ply) Sheet: One ply bonded to the prepared substrate with Interply Adhesive.
- C. Interply Adhesive: (1 and 2)
 1. Generic Type III Asphalt:
- D. Flashing Base Ply: One ply bonded to the prepared substrate with Interply Adhesive: except torch sheet.
- E. Flashing Cap (Ply) Sheet: One ply bonded to the prepared substrate with Interply Adhesive: except torch sheet.
- F. Surfacing:
 1. Surface Coatings

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PART 3 EXECUTION

3.1 EXAMINATION

- A. Do not begin installation until substrates have been properly prepared.
- B. Inspect and approve the deck condition, slopes and fastener backing if applicable, parapet walls, expansion joints, roof drains, stack vents, vent outlets, nailers and surfaces and elements.
- C. Verify that work penetrating the roof deck, or which may otherwise affect the roofing, has been properly completed.
- D. If substrate preparation and other conditions are the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.

3.2 PREPARATION

- A. General: Clean surfaces thoroughly prior to installation.
 - 1. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.
 - 2. Fill substrate surface voids that are greater than 1/4 inch wide with an acceptable fill material.
 - 3. Roof surface to receive roofing system shall be smooth, clean, free from loose gravel, dirt and debris, dry and structurally sound.
 - 4. Wherever necessary, all surfaces to receive roofing materials shall be power broom and vacuumed to remove debris and loose matter prior to starting work.
 - 5. Do not apply roofing during inclement weather. Do not apply roofing membrane to damp, frozen, dirty, or dusty surfaces.
 - 6. Fasteners and plates for fastening components mechanically to the substrate shall provide a minimum pull-out capacity of 300 lbs. (136 k) per fastener. Base or ply sheets attached with cap nails require a minimum pullout capacity of 40 lb. per nail.
 - 7. Prime decks where required, in accordance with requirements and recommendations of the primer and deck manufacturer.

3.3 INSTALLATION - GENERAL

- A. Install modified bitumen membranes and flashings in accordance with manufacturer's instructions and with the recommendations provided by the National Roofing Contractors Association's Roofing & Waterproofing Manual, the Asphalt Roofing Manufacturers Association, and applicable codes.

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- B. General: Avoid installation of modified bitumen membranes at temperatures lower than 40-45 degrees F. When work at such temperatures unavoidable use the following precautions:
 - 1. Take extra care during cold weather installation and when ambient temperatures are affected by wind or humidity, to ensure adequate bonding is achieved between the surfaces to be joined. Use extra care at material seam welds and where adhesion of the applied product to the appropriately prepared substrate as the substrate can be affected by such temperature constraints as well.
 - 2. Unrolling of cold materials, under low ambient conditions must be avoided to prevent the likelihood of unnecessary stress cracking. Rolls must be at least 40 degrees F at the time of application. If the membrane roll becomes stiff or difficult to install, it must be replaced with roll from a heated storage area.
- C. Commence installation of the roofing system at the lowest point of the roof (or roof area), working up the slope toward the highest point. Lap sheets shingle fashion so as to constantly shed water
- D. All slopes greater than 2:12 require back-nailing to prevent slippage of the ply sheets. Use ring or spiral-shank 1 inch cap nails, or screws and plates at a rate of 1 fastener per ply (including the membrane) at each insulation stop. Place insulation stops at 16 ft o.c. for slopes less than 3:12 and 4 feet o.c. for slopes greater than 3:12. On non-insulated systems, nail each ply directly into the deck at the rate specified above. When slope exceeds 2:12, install all plies parallel to the slope (strapping) to facilitate backnailing. Install 4 additional fasteners at the upper edge of the membrane when strapping the plies.

3.4 INSTALLATION HOT APPLIED ROOF SYSTEM

- A. Base/Felt Ply(s): Install base sheet or felt plies in twenty five (25) lbs (11.3kg) per square of bitumen shingled uniformly to achieve one or more plies over the entire prepared substrate. Shingle in direction of slope of roof to shed water on each area of roof. Do not step on base rolls until asphalt has cooled, fish mouths should be cut and patched.
 - 1. Lap ply sheet ends 8 inches (203 mm). Stagger end laps 2 inches (304mm) minimum.
 - 2. Install base flashing ply to all perimeter and projection details after membrane application.
 - 3. Extend plies 2 inches beyond top edges of cants at wall and projection bases.
 - 4. Install base flashing ply to all perimeter and projection details.
 - 5. Allow the one ply of base sheet to cure at least 30 minutes before installing the modified membrane. However, the modified membrane must be installed the same day as the base plies.

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- B. Modified Cap Ply(s): Solidly bond the modified membrane to the base layers with specified material at the rate of 25 to thirty 30 lbs. (11-13kg) per 100 square feet.
1. Roll must push a puddle of hot material in front of it with material slightly visible at all side laps. Use care to eliminate air entrapment under the membrane. Exercise care during application to eliminate air entrapment under the membrane.
 2. Apply pressure to all seams to ensure that the laps are solidly bonded to substrate.
 3. Install subsequent rolls of modified membrane as above with a minimum of 4 inch (101 mm) side laps and 8 inch (203 mm) end laps. Stagger end laps. Apply membrane in the same direction as the previous layers but stagger the laps so they do not coincide with the laps of the base layers.
 4. Apply hot material no more than 5 feet (1.5 m) ahead of each roll being embedded.
 5. Extend membrane 2 inches (50 mm) beyond top edge of all cants in full moppings of the specified hot material.
- C. Fibrous Cant Strips: Provide non-combustible perlite or glass fiber cant strips at all wall/curb detail treatments where angle changes are greater than 45 degrees. Cant may be set in approved cold adhesives, hot asphalt or mechanically attached with approved plates and fasteners.
- D. Wood Blocking, Nailers and Cant Strips: Provide wood blocking, nailers and cant strips as specified in Section 06114.
1. Provide nailers at all roof perimeters and penetrations for fastening membrane flashings and sheet metal components.
 2. Wood nailers should match the height of any insulation, providing a smooth and even transition between flashing and insulation areas.
 3. Nailer lengths should be spaced with a minimum 1/8 inch gap for expansion and contraction between each length or change of direction.
 4. Nailers and flashings should be fastened in accordance with Factory Mutual "Loss Prevention Data Sheet 1- 49, Perimeter Flashing" and be designed to be capable of resisting a minimum force of 200 lbs/lineal foot in any direction.
- E. Metal Work: Provide metal flashings, counter flashings, parapet coping caps and thru-wall flashings as specified in Section 07620 or Section 07710. Install in accordance with the SMACNA "Architectural Sheet Metal Manual" or the NRCA Roofing Waterproofing manual.
- F. Termination Bar: Provide a metal termination bar or approved top edge securement at the terminus of all flashing sheets at walls and curbs. Fasten the bar a minimum of 8 inches (203 mm) o/c to achieve constant compression. Provide suitable, sealant at the top edge if required.

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- G. Flashing Base Ply: Install flashing sheets by the same application method used for the base ply.
1. Seal curb, wall and parapet flashings with an application of mastic and mesh on a daily basis. Do not permit conditions to exist that will allow moisture to enter behind, around or under the roof or flashing membrane.
 2. Prepare all walls, penetrations, expansion joints and surfaces to be flashed with required primer at the rate of 100 square feet per gallon. Allow primer to dry tack free.
 3. Adhere to the underlying base flashing ply with specified hot material unless otherwise noted in these specifications. Nail off at a minimum of 8 inches (203 mm) o.c. from the finished roof at all vertical surfaces.
 4. Solidly adhere the entire sheet of flashing membrane to the substrate.
 5. Seal all vertical laps of flashing membrane with a three-course application of trowel-grade mastic and mesh.
 6. Coordinate counter flashing, cap flashings, expansion joints, and similar work with modified bitumen roofing work as specified.
 7. Coordinate roof accessories, miscellaneous sheet metal accessory items, including piping vents and other devices with the roofing system work.
- H. Flashing Cap Ply: Install flashing cap sheets by the same application method used for the cap ply.
1. Seal curb, wall and parapet flashings with an application of mastic and mesh on a daily basis. Do not permit conditions to exist that will allow moisture to enter behind, around or under the roof or flashing membrane.
 2. Prepare all walls, penetrations, expansion joints and where shown on the Drawings to be flashed with required primer at the rate of 100 square feet per gallon. Allow primer to dry tack free.
 3. Adhere to the underlying base flashing ply with specified flashing ply adhesive unless otherwise specified. Nail off at a minimum of 8 inches (203 mm) o.c. from the finished roof at all vertical surfaces.
 4. Coordinate counter flashing, cap flashings, expansion joints and similar work with modified bitumen roofing work as specified.
 5. Coordinate roof accessories, miscellaneous sheet metal accessory items with the roofing system work.
 6. All stripping shall be installed prior to flashing cap sheet installation.
 7. Heat and scrape granules when welding or adhering at cut areas and seams to granular surfaces at all flashings.
 8. Secure the top edge of the flashing sheet using a termination bar only when the wall surface above is waterproofed, or nailed 4 inches on center and covered with an acceptable counter flashing.
- I. Surface Coatings: Apply roof coatings in strict conformance with the manufacturer's recommended procedures.

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- J. Roof Walkways: Provide walkways in areas indicated on the Drawings.

3.5 CLEANING

- A. Clean-up and remove daily from the site all wrappings, empty containers, paper, loose particles and other debris resulting from these operations.
- B. Remove asphalt markings from finished surfaces.
- C. Repair or replace defaced or disfigured finishes caused by Work of this section.

3.6 PROTECTION

- A. Provide traffic ways, erect barriers, fences, guards, rails, enclosures, chutes and the like to protect personnel, roofs and structures, vehicles and utilities.
- B. Protect exposed surfaces of finished walls with tarps to prevent damage.
- C. Plywood for traffic ways required for material movement over existing roofs shall be not less than 5/8 inch (16 mm) thick.
- D. In addition to the plywood listed above, an underlayment of minimum 1/2 inch (13 mm) recover board is required on new roofing.
- E. Special permission shall be obtained from the Manufacturer before any traffic shall be permitted over new roofing.

3.7 FIELD QUALITY CONTROL

- A. Inspection: Provide manufacturer's field observations at start-up and at intervals of approximately 30 percent, 60 percent and 90 percent completion. Provide a final inspection upon completion of the Work.
 - 1. Warranty shall be issued upon manufacturer's acceptance of the installation.
 - 2. Field observations shall be performed by a Sales Representative employed full-time by the manufacturer and whose primary job description is to assist, inspect and approve membrane installations for the manufacturer.
 - 3. Provide observation reports from the Sales Representative indicating procedures followed, weather conditions and any discrepancies found during inspection.
 - 4. Provide a final report from the Sales Representative, certifying that the roofing system has been satisfactorily installed according to the project specifications, approved details and good general roofing practice.

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3.8 SCHEDULES

A. Base (Ply) Sheet:

1. 80 mil SBS (Styrene-Butadiene-Styrene) rubber modified roofing base sheet reinforced with a fiberglass and polyester composite scrim, performance requirements according to ASTM D 5147.
 - a. Tensile Strength, ASTM D 5147
 - 1) 2 in/min. @ 73.4 +/- 3.6 deg. F MD 310 lbf/in XD 310 lbf/in
 - 2) 50 mm/min. @ 23 +/- 2 deg. C MD 54.25 kN/m XD 54.25 kN/m
 - b. Tear Strength, ASTM D 5147
 - 1) 2 in/min. @ 73.4 +/- 3.6 deg. F MD 650 lbf XD 650 lbf
 - 2) 50 mm/min. @ 23 +/- 2 deg. C MD 2891 N XD 2891 N
 - c. Elongation at Maximum Tensile, ASTM D 5147
 - 1) 2 in/min. @ 73.4 +/- 3.6 deg. F MD 8% XD 8%
 - 2) 50 mm/min. @ 23 +/- 2 deg. C MD 8% XD 8%
 - d. Low Temperature Flexibility, ASTM D 5147, Passes -30 deg. F (-34.4 deg. C)

B. Thermoplastic/Modified Cap (Ply) Sheet:

1. 145 mil SBS (Styrene-Butadiene-Styrene) mineral surfaced, rubber modified roofing membrane with fire retardant characteristics, and dual fiberglass reinforced scrim. ASTM D 6163, Type III Grade G
 - a. Tensile Strength, ASTM D 5147
 - 1) 2 in/min. @ 73.4 +/- 3.6 deg. F MD 225 lbf/in XD 225 lbf/in
 - 2) 50 mm/min. @ 23 +/- 2 deg. C MD 39.0 kN/m XD 39.0 kN/m
 - b. Tear Strength, ASTM D 5147
 - 1) 2 in/min. @ 73.4 +/- 3.6 deg. F MD 300 lbf XD 300 lbf
 - 2) 50 mm/min. @ 23 +/- 2 deg. C MD 1335 N XD 1335 N
 - c. Elongation at Maximum Tensile, ASTM D 5147
 - 1) 2 in/min. @ 73.4 +/- 3.6 deg. F MD 6% XD 8%
 - 2) 50 mm/min. @ 23 +/- 2 deg. C MD 6% XD 8%
 - d. Low Temperature Flexibility, ASTM D 5147, Passes -15 deg. F (-26 deg. C)

C. Interply Adhesive:

1. Generic Type III Asphalt: Hot Bitumen, ASTM D 312, Type III steep asphalt having the following characteristics:
 - a. Softening Point 185 deg. F - 205 deg. F
 - b. Flash Point 500 deg. F
 - c. Penetration @ 77 deg. F 15-35 units
 - d. Ductility @ 77 deg. F 2.5 cm

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D. Flashing Base Ply:

60 mil SBS (Styrene-Butadiene-Styrene) rubber modified roofing base sheet reinforced with a fiberglass and polyester composite scrim, performance requirements according to ASTM D 5147.

- a. Tensile Strength, ASTM D 5147:
 - 1) 2 in/min. @ 73.4 +/- 3.6 deg. F: MD 330 lbf/in XD 330 lbf/in
 - 2) 50 mm/min. @ 23 +/- 2 deg. C MD 57.5 kN/m XD 57.5 kN/m
- b. Tear Strength, ASTM D5147:
 - 1) 2 in/min. @ 73.4 +/- 3.6 deg. F MD 550 lbf XD 550 lbf
 - 2) 50 mm/min. @ 23 +/- 2 deg. C MD 2446 N XD 2446 N
- c. Elongation at Maximum Tensile, ASTM D5147:
 - 1) 2 in/min. @ 73.4 +/- 3.6 deg. F MD 7% XD 9%
 - 2) 50 mm/min. @ 23 +/- 2 deg. C MD 7% XD 9%

E. Flashing Ply Adhesive:

1. Generic Type III Asphalt: Hot Bitumen, ASTM D 312, Type III steep asphalt having the following characteristics:
 - a. Softening Point 185 deg. F - 205 deg. F
 - b. Flash Point 500 deg. F
 - c. Penetration @ 77 deg. F 15-35 units
 - d. Ductility @ 77 deg. F 2.5 cm

F. Surfacing:

1. Flashing Cap (Ply) Sheet:
 - a. 145 mil SBS (Styrene-Butadiene-Styrene) mineral surfaced, rubber modified roofing membrane with fire retardant characteristics, and dual fiberglass reinforced scrim. ASTM D 6163, Type III Grade G
 - 1) Tensile Strength, ASTM D 5147
 - a) 2 in/min. @ 73.4 +/- 3.6 deg. F MD 225 lbf/in XD 225 lbf/in
 - b) 50 mm/min. @ 23 +/- 2 deg. C MD 39.0 kN/m XD 39.0 kN/m
 - 2) Tear Strength, ASTM D 5147
 - a) 2 in/min. @ 73.4 +/- 3.6 deg. F MD 300 lbf XD 300 lbf
 - b) (50 mm/min. @ 23 +/- 2 deg. C MD 1335 N XD 1335 N
 - 3) Elongation at Maximum Tensile, ASTM D 5147
 - a) 2 in/min. @ 73.4 +/- 3.6 deg. F MD 6% XD 8%
 - b) 50 mm/min. @ 23 +/- 2 deg. C MD 6% XD 8%
 - 4) Low Temperature Flexibility, ASTM D 5147, Passes -15 deg. F (-26 deg. C)

2. Surface Coatings:

a. Surfacing:

ASTM D 2824 aluminum coating non-fibred aluminum roof coating non-fibred aluminum roof coating having the following characteristics:

- a) Flash Point 103 deg. F (39 deg. C) min.
- b) Weight/Gallon 7.9 lbs./gal. (1.0 g/cm³)

END OF SECTION

SECTION 07 62 00
EDGE METAL, SHEET METAL FLASHING AND TRIM

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including the Conditions of the Contract and Division 01 Specification Sections apply to this section.

1.2 SUMMARY

- A. Provide all labor, equipment, and materials to fabricate and install the following.
1. Edge strip and flashing
 2. Fascia, scuppers, and trim
 3. Coping cap at parapets
 4. Expansion joint and area divider covers
 5. Fascia and edge material
 6. Gutters, scuppers and down spouts
- B. American Society for Testing and Materials (ASTM)
1. ASTM A653 Standard Specification for Steel Sheet, Zinc-Coated (galvanized) or Zinc-Iron Alloy-Coated (galvannealed) by the Hot-Dip Process.
 2. ASTM A792 Standard Specification for Steel Sheet, 55% Aluminum-Zinc Alloy Coated by the Hot-Dip Process.
 3. ASTM B209 Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate.
 4. ASTM B221 Standard Specification for Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wire, Profiles, and Tubes.
 5. ASTM D692 Standard Specification for Coarse Aggregate for Bituminous Paving Mixtures.
- C. American National Standards Institute and Single Ply Roofing Institute (ANSI/SPRI)
1. ANSI/SPRI ES-1 Testing and Certification Listing of Shop Fabricated Edge Metal
- D. Warnock Hersey International, Inc., Middleton, WI (WH)
- E. Factory Mutual Research Corporation (FMRC)
- a. FM 1-49 Loss Prevention Data Sheet

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- F. Underwriters Laboratories (UL)
- G. Sheet Metal and Air Conditioning Contractors National Association (SMACNA)
 - 1. 1993 Edition Architectural Sheet Metal Manual
- H. National Roofing Contractors Association (NRCA)
 - 1. Roofing and Waterproofing Manual
- I. American Society of Civil Engineers (ASCE)
 - 1. ASCE 7 Minimum Design Loads for Buildings and Other Structures

1.4 SUBMITTALS FOR REVIEW

- A. Product Data:
 - 1. Provide manufacturer's specification data sheets for each product.
 - 2. Metal material characteristics and installation recommendations.
 - 3. Submit color chart prior to material ordering and/or fabrication so that equivalent colors to those specified can be approved.
- B. Samples: Submit two (2) samples, illustrating typical metal edge, coping, gutters, fascia extenders for material and finish.
- C. Shop Drawings
 - 1. For manufactured and ANSI/SPRI ES-1 compliant shop fabricated gravel stops, fascia, scuppers, and all other sheet metal fabrications.
 - 2. Indicate material profile, jointing details, fastening methods, flashing, terminations, and installation details.
 - 3. Indicate type, gauge and finish of metal
- D. Specimen Warranty: Provide an unexecuted copy of the warranty specified for this Project, identifying the terms and conditions required of the Manufacturer and the Owner.

1.5 SUBMITTALS FOR INFORMATION

- A. Design Loads: Any material submitted as equal to the specified material must be accompanied by a report signed and sealed by a professional engineer licensed in the state in which the installation is to take place. This report shall show that the submitted equal meets the wind uplift and perimeter attachment requirements according to ASCE 7 and that the submitted equal edge metal system is compliant with the ANSI/SPRI ES-1 standard. Substitution requests submitted without licensed engineer approval will be rejected for non-conformance.

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- B. Factory Mutual Research Corporation's (FMRC) wind uplift resistance classification: The roof perimeter flashing shall conform to the requirements as defined by the FMRC Loss Prevention Data Sheet 1-49.
- C. A letter from the manufacturing company certifying that the materials furnished for this project are the same as represented in tests and supporting data.
- D. Mill production reports certifying that the steel thicknesses are within allowable tolerances of the nominal or minimum thickness or gauge specified.
- E. Certification of work progress inspection. Refer to Quality Assurance Article below.
- F. Certifications.
 - 1. Submit roof manufacturer's certification that metal fasteners furnished are acceptable to roof manufacturer.
 - 2. Submit roof manufacturer's certification that metal furnished is acceptable to roofing manufacturer as a component of roofing system and is eligible for roof manufacturer's system warranty.

1.6 CONTRACT CLOSEOUT SUBMITTALS

- A. General: Comply with Requirements of Section 01 78 00 – Closeout Submittals
- B. Special Project Warranty: Provide specified warranty for the Project, executed by the authorized agent of the Manufacturer.
- C. Roofing Maintenance Instructions. Provide a manual of manufacturer's recommendations for maintenance of installed roofing systems.
- D. Insurance Certification: Assist Owner in preparation and submittal of roof installation acceptance certification as may be necessary in connection with fire and extended coverage insurance on roofing and associated work.

1.7 QUALITY ASSURANCE

- A. Engage an experienced roofing contractor specializing in sheet metal flashing work with a minimum of five (5) years experience.
- B. Maintain a full-time supervisor/foreman who is on the job-site at all times during installation. Foreman must have a minimum of five (5) years experience with the installation of similar system to that specified.

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- C. Source Limitation: Obtain components from a single manufacturer. Secondary products which cannot be supplied by the specified manufacturer shall be approved in writing by the primary manufacturer prior to bidding.
- D. Upon request fabricator/installer shall submit work experience and evidence of financial responsibility. The Owner's representative and Architect reserves the right to inspect fabrication facilities in determining qualifications.

1.8 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials in manufacturer's original, unopened containers or packages with labels intact and legible.
- B. Stack pre-formed and pre-finished material to prevent twisting, bending, or abrasion, and to provide ventilation. Slope metal sheets to ensure drainage.
- C. Prevent contact with materials which may cause discoloration or staining.

1.9 PROJECT CONDITIONS

- A. Determine that work of other trades will not hamper or conflict with necessary fabrication and storage requirements for pre-formed metal edge system.

1.10 DESIGN AND PERFORMANCE CRITERIA

- A. Thermal expansion and contraction:
 - 1. Completed metal edge flashing system, shall be capable of withstanding expansion and contraction of components caused by changes in temperature without buckling, producing excess stress on structure, anchors or fasteners, or reducing performance ability.

1.11 WARRANTIES

- A. Owner shall receive one (1) warranty from manufacturer of roofing materials covering all of the following criteria. Multiple warranties are not acceptable.
 - 1. Pre-finished metal material shall require a written thirty (30)- year non-prorated warranty covering fade, chalking and film integrity. The material shall not show a color change greater than 5 NBS color units per ASTM D2244 or chalking excess of 8 units per ASTM D659. If either occurs material shall be replaced per warranty, at no cost to the Owner.

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2. Changes: Changes or alterations in the edge metal system without prior written consent from the manufacturer shall render the system unacceptable for a warranty.
3. Warranty shall commence on date of substantial completion or final payment, whichever is agreed by contract.
4. The Contractor shall provide the Owner with a notarized written warranty assuring that all sheet metal work including caulking and fasteners to be watertight and secure for a period of two years from the date of final acceptance of the building. Warranty shall include all materials and workmanship required to repair any leaks that develop, and make good any damage to other work or equipment caused by such leaks or the repairs thereof.
5. Installing roofing contractor shall be responsible for the installation of the edge metal system in general accordance with the membrane manufacturer's recommendations.
6. Installing contractor shall certify that the edge metal system has been installed per the manufacturer's printed details and specifications.
7. One manufacturer shall provide a single warranty for all accessory metal for flashings, metal edges and copings, along with the warranty for metal roof areas, membrane roof areas, and any transitions between two different material types.

PART 2 – PRODUCTS

2.1 PRODUCTS, GENERAL

- A. Refer to Division 01 Section “Common Product Requirements.”
- B. Basis of Design: Materials, manufacturer's product designations, and/or manufacturer's names specified herein shall be regarded as the minimum standard of quality required for work of this Section. Comply with all manufacturer and contractor/fabricator quality and performance criteria specified in Part 1.
- C. Substitutions: Products proposed as equal to the products specified in this Section shall be submitted in accordance with Bidding Requirements.
 1. Proposals shall be accompanied by a copy of the manufacturer's standard specification section.
 2. Include a list of three (3) projects of similar type and extent, located within a 10 mile radius from the location of the project. In addition, the three projects must be at least five (5) years old and be available for inspection by the Architect, Owner or Owner's Representative.

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3. Equivalency of performance criteria, warranty terms, submittal procedures, and contractual terms will constitute the basis of acceptance.
4. The Owner's decision regarding substitutions will be considered final. Unauthorized substitutions will be rejected.

2.2 ACCEPTABLE MANUFACTURERS

- A. The design is based upon roofing systems engineered and manufactured by

The Garland Company
3800 East 91st Street
Cleveland, Ohio 44105
Telephone: (800) 762-8225
Website: www.garlandco.com or Approved Equals

2.3 MATERIALS

- A. General: Product designations for the materials used in this section shall be based on performance characteristics of the R-Mer Force flash less metal edge system manufactured by The Garland Company, Cleveland, OH, and shall form the basis of the contract documents.
- B. Materials: Minimum gauge of steel or thickness of Aluminum to be specified in accordance with Architectural Sheet Metal Manual, Sheet Metal and Air Conditioning Contractor's National Association, Inc. recommendations.
- C. R-Mer Force Flash-less Snap-On Fascia Cover and Splice Plate
1. Aluminum, ASTM B209, alloy 3105-H14, in thickness of .040" nom.
- D. R-Mer Force Flash-less Snap-On Fascia Extruded Base Anchor
2. Base Anchor and Anchor Splice Plates: 6005A-T61 extruded aluminum
 3. Compression Seal for top of anchor: TPE thermoplastic elastomer.
 4. Sealant for Flange: Green-Lock Sealant XL: Single-component high performance 100% solids, interior and exterior polyether joint sealant
- E. Finishes
1. Exposed surfaces for coated panels:
 - a. Steel Finishes: fluorocarbon finish. Epoxy primer baked both sides, .2-.25 mils thickness as approved by finish coat

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manufacturer. Weathering finish as referred by National Coil Coaters Association (NCCA).

<u>PROPERTY</u>	<u>TEST METHOD</u>	
<u>FLUOROCARBON*</u>		
Pencil Hardness	ASTM D3363 NCCA II-2	HB-H
Bend	ASTM D-4145 NCCA II-19	O-T
Cross-Hatch Adhesion	ASTM D3359	no loss of adhesion
Gloss (60° angle)	ASTM D523	25+/-5%
Reverse Impact	ASTM D2794	no cracking or loss of adhesion
Nominal Thickness	ASTM D1005	
Primer		0.2 mils
Topcoat		0.7 mils min
Clear Coat (optional, only to be used with 22 gauge steel)		0.3 mils

b. Color shall be choice of Town of Watertown

2. Exposed and unexposed surfaces for mill finish flashing, fascia, and coping cap, shall be as shipped from the mil

2.4 RELATED MATERIALS AND ACCESSORIES

- A. Metal Primer: Zinc chromate type.
- B. Plastic Cement: ASTM D 4586
- C. Sealant: Specified in Section 07900 or on drawings.
- D. Underlayment: ASTM D2178, No 15 asphalt saturated roofing felt.
- E. Self-Adhering Underlayment, one of the following:

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1. 40 mil minimum transition strip
 2. 60 mil minimum transition strip
 3. 45 mil high temperature underlayment with cross laminated polymer surface
- F. Slip Sheet: Rosin sized building paper.
- G. Fasteners:
1. Corrosion resistant screw fastener as recommended by metal manufacturer. Finish exposed fasteners same as flashing metal.
 2. Fastening shall conform to Factory Mutual requirements or as stated on section details, whichever is more stringent.
- H. Gutter and Downspout Anchorage Devices: Material as specified for system

PART 3 – EXECUTION

3. EXECUTION, GENERAL

- A. Refer to Division 07 Section Common Work Results for Thermal and Moisture Protection.

4. PROTECTION

- A. Isolate metal products from dissimilar metals, masonry or concrete with bituminous paint, tape, or slip sheet. Use gasketed fasteners where required to prevent corrosive reactions.

5. GENERAL

- A. Secure fascia to wood nailers at the bottom edge with a continuous cleat.
- B. Fastening of metal to walls and wood blocking shall comply with building code standards.
- C. All accessories or other items essential to the completeness of sheet metal installation, whether specifically indicated or not, shall be provided and of the same material as item to which applied.
- D. Allow sufficient clearances for expansion and contraction of linear metal components. Secure metal using fasteners as required by the system. Exposed face fastening will be rejected.

6. INSPECTION

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- A. Verify that curbs are solidly set and nailing strips located.
- B. Perform field measurements prior to fabrication.
- C. Coordinate work with work of other trades.
- D. Verify that substrate is dry, clean and free of foreign matter.
- E. Commencement of installation shall be considered acceptance of existing conditions.

7. MANUFACTURED SHEET METAL SYSTEMS

- A. Furnish and install manufactured fascia and coping cap systems in strict accordance with manufacturer's printed instructions.
- B. Provide factory-fabricated accessories including, but not limited to, fascia extenders, miters, scuppers, joint covers, etc. refer to Source limitation provision in Part 1.

8. SHOP-FABRICATED SHEET METAL

- A. Metal work shall be shop fabricated to configurations and forms in accordance with recognized sheet metal practices.
- B. Hem exposed edges.
- C. Angle bottom edges of exposed vertical surfaces to form drip.
- D. Lap corners with adjoining pieces fastened and set in sealant.
- E. Form joints for gravel stop fascia system, coping cap with a 3/8" opening between sections. Back the opening with an internal drainage plate formed to the profile of fascia piece.
- F. Install sheet metal to comply with referenced ANSI/SPRI, SMACNA and NRCA standards.

9. FLASHING MEMBRANE INSTALLATION

- A. Scupper Through Roof Edge
 - 1. Install scupper box in a one fourth (1/4) inch bed of mastic. Assure all box seams are soldered and have minimum four (4) inch flange. Make sure all corners are closed and soldered.
 - 2. Prime metal edge at a rate of one hundred (100) square feet per gallon and allow to dry.

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- B. Flash-less Snap-On Fascia Detail with Extruded Aluminum Base Anchor
1. Position base ply of the Built-Up and/or Modified Roofing membrane over the roof edge covering nailers completely, fastening eight (8) inches on center. Install membrane and cap sheet with proper material and procedure according to manufacturer's recommendations. Cap sheet shall stop at the edge of the roof and shall not turn over the edge of the nailer.
 2. Prior to installing the base anchor, assure a level plane is present. If not, shim the roof edge surface as required.
 3. Extruded base anchor: Apply two 1/4" beads of Green-Lock Sealant XL or equal on the bottom surface of the top flange of the extruded anchor.
 4. Set the extruded anchor on the edge and face fasten through pre-punched slots every 18 inches o.c. for 5.75 inch face fascia, and 18 inches o.c. staggered for any fascia size greater than 5.75 inches. Begin fastening 6 inches from ends.
 5. Install Green-Lock Sealant XL or equal at the ends of the base frame to prevent water from running between base anchor joints.
 6. Install compression seals every 40 inches on center in the slots located at the top of the extruded anchor.
 7. Install fascia cover setting the top flange over the top flange and compression seals of the base anchor. Assure compression seals are in place during this process. Beginning on one end and working towards the opposite end, press downward firmly (do not rotate) until "snap" occurs and cover is engaged along entire length of miter.
 8. Install splice plate at each end of the base anchor and fascia cover prior to the installation of the next adjacent ten foot piece.

10. CLEANING

- A. Clean installed work in accordance with the manufacturer's instructions.
- B. Replace damaged work than cannot be restored by normal cleaning methods.

11. CONSTRUCTION WASTE MANAGEMENT

- A. Remove and properly dispose of waste products generated. Comply with requirements of authorities having jurisdiction.

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12. FINAL INSPECTION

- A. At completion of installation and associated work, meet with Contractor, installer of associated work, Owner, Architect and roofing system manufacturer's representative, and other representatives directly concerned with performance of roofing system.
- B. Inspect work and flashing of roof penetrations, walls, curbs, and other equipment. List all items requiring correction or completion and furnish copy of list to each party in attendance.
- C. Repair or replace deteriorated or defective work found at time above inspection as required to produce an installation which is free of damage and deterioration at time of Substantial Completion and according to warranty requirements.
- D. Notify Architect and Owner upon completion of corrections.
- E. Following the final inspection, provide written notice of acceptance of the installation from the roofing system manufacturer.
- F. Immediately correct roof leakage during construction. If the Contractor does not respond within twenty-four (24) hours, the Owner will exercise rights to correct the Work under the terms of the Conditions of the Contract.

13. DEMONSTRATION AND TRAINING

- A. At a time and date agreed to by the Owner, instruct the Owner's facility manager, or other representative designated by the Owner, on the following procedures:
 - 1. Troubleshooting procedures
 - 2. Notification procedures for reporting leaks or other apparent roofing problems
 - 3. Maintenance
 - 4. The Owner's obligations for maintaining the warranty in effect and force
 - 5. The Manufacturer's obligations for maintaining the warranty in effect and force.

END OF SECTION 07 62 00

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SECTION 08 11 13
STEEL DOORS AND FRAMES

PART 1 GENERAL

1.1 SUMMARY

- A. Section includes steel doors and frames; non-rated and fire rated.
- B. Related Sections: The following sections contain requirements that relate to this section.
 - 1. Section 09 91 13 Exterior Painting

1.2 REFERENCES

- A. American National Standards Institute: ANSI A 123.1, Nomenclature for Steel Doors and Steel door Frames.
- B. National Fire Protection Association: NFPA 80, Fire Doors and Windows.
- C. Steel Door Institute, SDI
 - 1. SDI 100: Recommended Specifications, Standard Steel Doors and Frames.
 - 2. SDI 105: Recommended Erection Instructions for Steel Frames.
 - 3. SDI 107: Hardware on Steel Doors (Reinforcement- Application).
- D. Underwriter's Laboratories, Inc., UL and Factory Mutual, FM: As applicable to fire-rated hollow metal doors and frames.

1.3 SUBMITTALS

- A. Shop Drawings: Indicate door and frame elevations, internal reinforcement, cut-outs for glazing, and other accessory items as required.
- B. Shop Drawings: Indicate fire-resistive ratings and details of construction, and anchorage.
- C. Product Data: Submit door and frame configurations, location of cut-outs for hardware reinforcement.

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- E. Provide doors and frames complying with SDI-100 and as herein specified.
- F. Manufacturer's installation instructions.

1.4 QUALITY ASSURANCE

- A. Conform to the following:
 - 1. SDI-100 - Standard Steel Doors and Frames.
 - 2. DHI - Door Hardware Institute - The Installation of Commercial Steel Doors and Steel Frames, Insulated Steel Doors in Wood Frames and Builder's Hardware.
- B. Maintain one copy of each document on site.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Identify type and size of each item before delivery with markings that will not show through finish painting.
- B. Deliver hollow metal work in cartons or crates to provide protection during transit and job storage. Provide additional sealed plastic wrapping for factor finish doors.
- C. Inspect hollow metal upon delivery for damage. Repair minor damage when refinished items are equal to new work and acceptable to Architect. Remove and replace other damaged items as directed.
- D. Store doors and frames under cover. Place on wood blocking. Avoid use of nonvented plastic or canvas shelters which could create humidity chamber. If cardboard wrapper becomes wet, remove carton immediately. Provide 1/4" spaces between stacked doors to promote air circulation.

1.6 GUARANTY

- A. Installer will submit a two (2) year guaranty for material and workmanship
Contactor shall submit a copy directly to Owner.

PART 2 PRODUCTS

2.1 STEEL DOORS AND FRAMES

A. Manufacturers:

1. Ceco Door Products.
2. Curries Company.
3. Fenestra Corporation.
4. Pioneer Industries.
5. Republic Builders Products Corp.
6. Steelcraft Manufacturing Corp.
7. Substitutions: As approved by Architect.

B. Comply with SDI-100 except as amended by this specification.

C. Finish Hardware: Reinstall existing hardware from existing hollow metal doors to be replaced. Contractor shall be responsible to ensure new hardware cutouts match the existing hardware.

2.2 COMPONENTS

A. Doors:

1. Exterior Door (Thermally Insulated): SDI-100 Heavy Duty Grade II, Model 1, full flush design.
2. Door Core: steel channel grid construction.
3. End Closure: Inverted Channel, 0.04 inch thick.
4. Thermal Insulated Door: Total insulation R-value of 4 measured in accordance with ASTM C236.
5. Door size: Approximately 2'-8" x 6'-0" CONTRACTOR TO VERIFY DIMENSIONS IN FIELD.

B. Frames:

1. Standard and custom door frames: Fabricate to profiles as shown on drawings and in accordance with the requirements of this section.
2. Exterior Frames: 16 gage thick material and base metal thickness.
3. Fabricate knock down (KD) frames in shop and deliver to job and assemble in place. Provide continuous weld to full depth of frame.
4. Provide anchors, clips, and fasteners appropriate to opening receiving frame.

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2.3 ACCESSORIES

- A. Silencers: Install new as required.
- B. Weatherstripping: Install new by door manufacturer.
- C. Bituminous Coating: Fibrated asphalt emulsion
- D. Primer: Zinc chromate type
- E. Hinges shall be Stanley Hinge, FBB 168, 4-1/2" x 4-1/2". Provide five knuckle full mortise hinge with four ball bearings and non-removable pins (NRP). Provide 3 hinges per door.
- F. Overhead door closer shall be equal to LCN 4010 or 4030 series .
- G. Lockset to be provided by Owner.

2.4 MATERIALS

- A. Sheet steel: Cold-rolled, commercial quality carbon steel. Comply with ASTM A366 and ASTM A 568.
- B. Galvanized sheet steel: Zinc coated commercial quality carbon steel. Comply with ASTM A526 with ASTM A525 coating designation G90 at exterior frames and G60 at interior frames. Mill phosphatized.
- C. Shop applied primer: Rust-inhibitive enamel or paint, either air-drying or baking, suitable as a base for specified finish paints.

2.5 FABRICATION

- A. Fabricate doors with mortise hardware reinforcement welded in place. Reinforcement minimum 10 gage thickness.
- B. Attach appropriate label to each fire rated door.

2.6 SHOP FINISHING

- A. Steel Sheet: Galvanized to ASTM A653/A653M. After fabrication, touch up abraded galvanizing, chemically etch, and chemically etch prior to application of primer.

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- B. Primer: Baked-on prime coat.
- C. Thoroughly clean surfaces of rust, grease, and other impurities prior to application of finish paint.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify opening dimensions, backing, or support conditions. Examine the surfaces and conditions under which work of this section will be performed. Do not proceed until unsatisfactory conditions detrimental to timely and proper completion of the work have been corrected.

3.2 INSTALLATION

- B. Install doors and frames in accordance with SDI-100.
- C. Coordinate installation of doors and frames with installation of hardware specified and supplied by the City of Waterbury's hardware contractor.
- D. Coordinate wall construction for frame anchor placement.
- E. Set frames plumb; attach securely to structure.

3.2 ADJUSTING AND CLEANING

- A. Make adjustments as required for correct function.
- C. Replace defaced, disfigured, or otherwise damaged work with new prior to Owner's acceptance.

END OF SECTION

SECTION 09 91 13
EXTERIOR PAINTING

PART 1 GENERAL

1.1 SUMMARY

- A. Section includes surface preparation and field application of paints.
- B. Related Sections:
 - 1. Section 08 11 13 - Steel Doors and Frames.
- C. Paint the following surfaces:
 - 1. New steel door and steel frame, one location, roof access.

1.2 SUBMITTALS

- A. Product Data: Submit data on all finishing products. Reference data to Architect's material numbers and painting systems.
- B. Samples: Submit two paper chip samples, 3 inch x 3 inch in size illustrating range of colors and gloss available for each surface finishing product scheduled. Identify each sample.
- C. Product List: Complete list of materials proposed to be furnished and applied.
- D. Operation and Maintenance Data: Submit maintenance and cleaning instructions.

1.3 QUALITY ASSURANCE

- A. Manufacturer: Company specializing in manufacturing products specified in this section with minimum three years experience. Provide primers and undercoats produced by same manufacture as finish coats. Use only thinners approved by coating manufacturer, and only within recommended limits.
- B. Installer: Company specializing in performing Work of this section with minimum three years experience.

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- C. Review other sections of the specifications in which primers are specified. Ensure compatibility of total coating systems for each substrate. Upon request of other trades, furnish characteristics of finish coatings, to ensure compatible prime coats are used.
- D. Upon completion certify that the work was performed properly under proper conditions as directed by the manufacturer's representative, using the recommended quantities of the specified materials.

1.4 DELIVERY, STORAGE AND HANDLING

- A. Deliver and store packaged materials in original containers with seals unbroken and labels intact at the time of use.
- B. Store only approved materials at job site. Store and mix only in suitable, ventilated designated area restricted to storage of paint materials and related equipment.
- C. Ensure the safe storage and use of paint materials and the daily safe disposal of waste.

1.5 ENVIROMENTAL REQUIREMENTS

- A. Store and apply materials in environmental conditions required by manufacturer's instructions.

PART 2 PRODUCTS

2.1 PAINTS AND COATINGS

- A. Manufacturers:
 - 1. Pittsburgh Paint (PPG), Inc.
 - 2. Benjamin Moore Paints, Inc.
 - 3. Sherwin Williams Paint, Co.

2.2 COMPONENTS

- A. Coatings: Primers, undercoats, and finish coats all products of the same manufacturer. Ready mixed except field catalyzed coatings of good flow and brushing properties, capable of drying or curing free of streaks or sags. Employ finish coats compatible with primers and undercoats.

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- B. Accessory Materials: Linseed oil, shellac, turpentine, paint thinners and other materials required to achieve the finishes specified.
- C. Colors: Colors shall be selected and scheduled by Architect. Provide appropriate and specified paint materials in scheduled colors for each type of substrate.
- D. Color-tint sealers and undercoats to correspond with finish color. Vary color of successive coats sufficiently to distinguish between coats.
- E. Obtain Architect's approval for adjustments of colors on job.
- F. Do not reduce any material unless directed by the Architect, or unless recommended by materials manufacturer.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify that substrate conditions are ready to receive Work. Do not proceed until unsatisfactory conditions detrimental to timely and proper completion of the work have been corrected. Application of the first coat constitutes acceptance of surface.
- B. Measure moisture content of porous surfaces using an electronic moisture meter. Do not apply finishes unless moisture content is less than 12 percent.

3.2 PROTECTION

- A. Protect other surfaces from paint and damage.
- B. Provide "wet paint" signs to protect newly painted surfaces.

3.3 PREPARATION

- A. Minor defects and clean surfaces which affect work of this section.
- B. Remove electrical plates, hardware, light fixture trim, escutcheons, and fittings prior to preparing surfaces or applying finishes. Following completion of painting operations in each space reinstall items using workers skilled in necessary trades.
- C. Clean and prepare surfaces in compliance with coating manufacturer's instructions for each substrate condition specified.
- D. Clean and remove active mildew with mildew cleaner.

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- E. Provide barrier coats over incompatible primers, or remove incompatible primers and reprime.
- F. Galvanized Surfaces: Remove surface contamination and oils and wash with solvent. Apply coat of etching primer.
- G. Uncoated Steel and Iron Surfaces: scale by wire brushing, sandblasting, clean by washing with solvent. Apply treatment of phosphoric acid solution. Prime paint after repairs.
- H. Shop Primed Steel Surfaces: Sand and scrape to remove loose primer and rust. Clean surfaces with solvent. Prime bare steel surfaces.
- I. Previously painted surfaces shall be cleaned free of dirt, dust, unsound oxidized paint and foreign matter.

3.4 APPLICATION

A. General

1. Apply coatings in conformance with manufacturer's printed directions. Use applicators and techniques best suited for substrate and type of coating.
2. Sand metal surfaces lightly between coats to achieve required finish. Do not apply coatings over dirt, rust, scale, grease, moisture, scuffs, or to surfaces exhibiting conditions detrimental to the formation of a durable paint film.
3. Give special attention to ensure that surfaces, including edges, corners, crevices, welds, and exposed fasteners, receive a dry film thickness equivalent to that of flat surfaces.
4. Match approved samples for color, texture, and coverage. Remove, refinish, or repaint work not in compliance with specified requirements.
5. Tint pigmented undercoats to approximately same shade as final coat. Perceptibly increase the shade of each successive coat.
6. Match approved samples for color, texture and coverage. Remove, refinish or recoat work not in compliance with specifications.
7. Apply additional coats when undercoats, stains, or other conditions show through final coat, until coating film is of uniform finish, color and appearance. Ensure that edges, corners, crevices, weld and fasteners receive equivalent dry film thickness to that of flat surfaces. Apply not less than the specified number of coats
8. Paint to sharp, true lines and edges. At color change occurring in same plane, paint to chalk lines or tape.
9. Prime concealed surfaces of interior woodwork with primer paint.

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B. Scheduling painting

1. Apply first coat to properly prepared surfaces as soon as practicable after preparation and before subsequent surface deterioration.
2. Allow sufficient time between coats for proper drying. Do not apply subsequent coat until undercoat has dried firm and does not deform or feel sticky, or when application of another coat causes lifting or loss of adhesion of the undercoat.

C. Prime and finish coats

1. Apply materials at not less than manufacturer's recommended spreading rate. Provide a total dry film thickness of 1 to 1-1/2 mils per coat, unless otherwise directed by manufacturer.
2. Apply a prime coat to all surfaces indicated to receive paint and has not been primed by others. Omit prime coat on metal surfaces which have been shop primed. Touch up shop prime as required.
3. Provide a smooth, opaque finish of uniform finish, color, appearance and coverage. Provide a finish free of cloudiness, spotting, holidays, laps, brush marks, runs, sags and other surface imperfections.
4. Tint pigmented undercoats to approximately same shade as final coat. Perceptibly increase the shade of each successive coat.
5. Match approved samples for color, texture and coverage. Remove, refinish or recoat work not in compliance with specifications.
6. Apply additional coats when undercoats, or other conditions show through final coat, until coating film is of uniform finish, color and appearance. Ensure that edges, corner and crevices receive equivalent dry film thickness to that of flat surfaces. Apply not less than specified number of coats.
7. Paint to sharp, true lines and edges. At color change occurring in same plane, paint to tape line.

D. Doors

1. Finish four edges of doors as specified for faces.
2. Seal edges of door cutouts with primer and two coats of paint.

- E. 1. Seal all exposed edges of door frame and cutouts with primer and two coats of paint

- F. Miscellaneous metal items: Field-applied prime coats may be limited to touch-up of abraded areas.

3.5 CLEANING

- A. Cleanup: At end of each work day, remove empty cans, rags, rubbish, and other discarded paint materials from the site.
- B. Upon completion of work, remove surplus materials and rubbish, and clean off spilled or spattered paint resulting from this work.
- C. Upon completion of painting, clean glass and paint-spattered surfaces. Remove spattered paint by washing and scraping, using care not to scratch or damage adjacent finished surfaces.
- D. Washing finished surfaces
 - 1. Wash in strict accordance with manufacturer's directions only where required to clean work. Assure washing does not produce surface different from unwashed surface.

3.6 PROTECTION

- A. Protect work of other trades, whether to be painted or not, against damage by painting. Correct damage by cleaning, repairing or replacing, and repainting, as acceptable to the Architect.
- B. Provide "wet paint" signs to protect newly painted finishes. Remove temporary protective wrappings provided by others for protection of their work after completion of painting operations.
- C. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.

3.7 PAINT FINISH SCHEDULE

- A. Product designations refer to Pittsburgh Paint (PPG) products, except as indicated. Product numbers indicate type and quality.
- B. All metal doors, frames all miscellaneous metal items shall have a **Semi-Gloss** finish.

C. Paint Material Schedule:

1. Exterior and Miscellaneous Steel Doors and Frames.

- a. First coat: PPG Speedhide Int/Ext Rust Inhibitive Primer, 6-208 (Touch up shop primed surfaces as required)
- b. Finish coats:(2): PPG Speedhide Int/Ext Gloss Alkyd Enamel, 6-282 Series

END OF SECTION

SECTION 21 11 00
FACILITY WATER SERVICE PIPING

PART 1 GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, Including General and Supplementary Conditions and Division 1 Specification Sections, apply to this section.

1.2 SUMMARY

- A. Section includes installation the following plumbing specialties and accessories;
 - 1. Pipe and pipe fittings
 - 2. Pipe insulation
- B. Related Sections
 - 1. Section 07 22 10 – Preparation for Re-Roofing
 - 2. Section 07 27 00 – Roof and Deck Insulation
 - 3. Section 07 55 00 – Modified Bituminous Roofing Membrane
 - 4. Section 22 40 00 – Plumbing Fixtures

1.3 REFERENCES

- A. ANSI B31.9 – Building Service Piping
- B. ASME B16.1 – Cast Iron Pipe Flanges and Flanged Fittings Class 25, 125, 250 and 800
- C. ASME B16.3 – Malleable Iron Threaded Fittings
- D. ASME B16.4 – Cast Iron Threaded Fittings Class 125 and 250
- E. ASTM A72 – Cast Iron Soil Pipe and Fittings

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- F. ASTM A536 – Ductile Iron Castings
- G. ASTM A888 – Hubless Cast Iron Soil Pipe and Fittings
- H. ASTM C564 – Rubber gaskets for cast Iron Soil Pipe Fittings
- I. ASTM C1540 – Heavy Duty Shielded Couplings Joining Hubless Cast Iron
- J. ASTM D 1784 – Rigid PVC Vinyl Compounds
- K. ASTM D 1785 – PVC Plastic Pipe, Schedule 40
- M. ASTM D 2665 – PVC Drain, Waste, and Vent Pipe & Fittings
- N. CISPI 301 – Cast Iron Soil Pipe and Fittings for Hubless Cast Iron Sanitary Systems
- O. CISPI 310 – Joints for Hubless Cast Iron Sanitary Systems

1.4 SUBMITTALS

- A. Submit under provisions of Division 1.
 - i. Product Data: Provide data on pipe materials, pipe fittings, valves, and accessories. Provide manufactures catalog information.
 - ii. Manufacturer's Installation Instructions: Indicate assembly and support requirements.

1.5 PROJECT RECORD DOCUMENTS

- A. Record actual locations of equipment, cleanouts, etc.

1.6 OPERATION AND MAINTENANCE DATA

- A. Maintenance Data: Include installation instructions, spare parts lists, exploded assembly views.

1.7 QUALITY ASSURANCE

- A. All items of similar class shall be the products of the same manufacturer.

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1.8 QUALIFICATIONS

- A. Manufacturer: Company specializing in manufacturing the Products specified in this section with minimum five years documented experience.
- B. Installer: Company specializing in performing the work of this section with minimum five years documented experience.

1.9 DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, protect and handle products to site in manufacturer's original unopened containers or packages with labels intact.
- B. Accept equipment on site in original factory packaging. Inspect for damage.
- C. Provide temporary end caps and closures on pipe and fittings.

1.10 WARRANTY

- A. Provide manufacturer's standard warranty for pipe, fittings and accessories.

PART 2 PRODUCTS

2.1 PIPING ABOVE GRADE

- A. Cast Iron Pipe: CISPI 310, no hub
 - 1. Fittings: Cast iron
 - 2. Joints: CISPI 310 neoprene gaskets and stainless steel clamp-and shield assemblies.
- B. PVC Schedule 40 Solid Wall Pipe and PVC DWV Fitting System.
 - 1. Fittings: Schedule 40 PVC

2.2 UNIONS AND CONNECTIONS

- A. Provide manufactures instructions on joining pipe and maintain instructions/ manuals on site.

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PART 3 INSTALLATION

3.1 PREPARATION

- A. Ream pipe and tube ends. Remove burrs. Bevel plain end ferrous pipe.
- B. Remove scale and dirt, on inside and outside, before assembly.

3.2 INSTALLTION

- A. Install in accordance with manufacturers instructions.
- B. Use fittings for all changes in direction and branch connections.
- C. Install exposed piping at right angles or parallel to building walls. Diagonal runs are not permitted unless expressly indicated.
- D. Conceal all pipe installations in walls, pipe chases, utility spaces, above ceilings, below grade or floors, unless indicated to be exposed to view.
- E. Fire Barrier Penetrations: Where pipes pass through fire rated walls , partitions, ceilings and floors, maintain fire rated integrity.
- F. Install piping with 1/32 inch per foot(1/4 percent) downward slope to drain point.
- G. Provide non-conducting dielectric connections wherever jointing dissimilar metals
- H. Route piping in orderly manner and maintain gradient.
- I. Install piping to conserve building space and not interfere with use of space.
- J. Group piping wherever practical at common elevations.
- K. Install piping to allow for expansion and contraction without stressing pipe/joints
- L. Provide clearance for installation of insulation and access to valves and fittings.
- M. Provide access where valves and fittings are not exposed.

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N. Where pipe support members are welded to structural building framing, scrape, brush, clean, and apply one coat of zinc rich primer to welding.

O. Install bell and spigot pipe with bell end upstream.

3.3 APPLICATION

A. Install unions downstream of valves and at equipment or apparatus connections.

3.4 ERECTION TOLERANCES

A. Establish invert elevations, slopes for drainage at 1/4" to 1/8" per foot. Maintain gradient

B. Slope water piping and arrange to drain at low points.

3.5 CLEANING AND FLUSHING

A. Upon completion of work, all piping systems shall be flushed with water/liquid alkaline solution with emulsifying agents and detergents, to remove dirt, grease, grit, chips and foreign matter.

B. Solutions for flushing shall be used in sufficient quantity to produce a velocity of a least 2.5 feet per second. Flushing shall continue until discharge solution shows no discoloration or evidence of foreign materials.

3.6 TESTING

A. All new piping systems installed and parts of existing piping systems which have been altered, extended or repaired under this contract shall be tested as directed by the local authority having jurisdiction and in accordance with the State of Connecticut Building Code.

B. All new, altered, extended or replaced piping shall remain exposed until tested.

C. At completion of tests, Contractor shall submit a written summary of the test to Owner.

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- D. Any failed test will be repeated until all the requirements of this section and the Building Code are met.

END OF SECTION

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SECTION 22 01 12
TEMPORARY MECHANICAL DISCONNECTS AND RECONNECTS

PART I GENERAL

1.1 Related Documents

- A. The provisions of the Contract, the General Conditions, the Supplementary Conditions and other Division I Specification Sections, apply to the work in this section.

1.2 Work Included

- A. Temporarily remove roof mounted HVAC equipment, as required. Install wood blocking, curbs, sleepers, roofing and flashing as required, and reinstall equipment.

1.3 Special Provisions

- A. The Contractor shall employ mechanics proficient and/or licensed if applicable, in the trades involved.
- B. The Contractor shall disconnect mechanical equipment only when performing roofing work in the immediate area of the equipment.
- C. Each unit shall be fully operational immediately after reinstallation. Shut down time for each unit shall be limited to an eight (8) hour period unless otherwise agreed by Owner's Representative.
- D. Prior to commencing any disconnects, the Owner shall be given forty-eight (48) hours notice. Notification shall be through.

1.4 Testing

- A. Prior to commencing roof work, The Contractor shall test mechanical units in the presence of the Owner's Representative.
- B. Deficiencies in operation including unusual noises, will be noted in writing shall become a matter of record.
- C. Upon completion of the reinstallation of each unit, it shall be retested by the The Contractor at his expense.

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- D. Any deficiencies which were not noted in the initial testing shall be corrected by The Contractor at his expense.

PART II PRODUCTS

2.1 Replacement Parts

- A. Any replacement parts or additional materials needed due to changes in curb or Sleeper heights shall be as recommended by the manufacturer of the mechanical unit, or as required by governing codes, and shall match the existing materials as to type, size, thickness and quality.
- B. The Contractor shall be responsible to provide replacement parts as required at their own expense.

PART III EXECUTION

3.1 Job Conditions

- A. After disconnection, move units a sufficient distance to permit the installation of roofing and flashing materials.
- B. After new roofing is installed, reinstall units as shown, modifying conduit and cable as necessary. Units are to be reinstalled immediately upon completion of new roofing installation at each area that existing units are in place.
- C. Provide plywood traffic ways for moving units. If mechanical contrivance of wheeled "A" frame-type hoists are used, plywood shall be placed under the equipment for its full route of movement. B Plywood shall be a minimum of 5/8" thick.

END OF SECTION

SECTION 22 07 00
PLUMBING INSULATION

PART 1 GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, Including General and Supplementary Conditions and Division 1 Specification Sections, apply to this section.

1.2 SUMMARY

- A. Section includes installation the following insulation and accessories;
 - 1. Piping insulation
 - 2. Jackets and accessories
- B. Related Sections
 - 1. Section 21 11 00 – Facility Water Service Piping

1.3 REFERENCES

- A. ASTM C177 – Steady State Heat Flux Measurements and Thermal Transmission Properties by Means of the Guarded Hot Plate Apparatus
- B. ASTM C195 – Mineral Fiber Thermal Insulating Cement.
- C. ASTM C335 – Steady State Heat Transfer Properties of Horizontal Pipe Insulation
- E. ASTM C449 – Mineral Fiber Hydraulic Setting Thermal Insulating & Finish Cement
- F. ASTM C518 – Steady State Heat Flux Measurements and Thermal Transmission Properties by Means of the Heat Flow Meter Apparatus
- G. ASTM C533 – Calcium Silicate Block and Pipe Thermal Insulation
- H. ASTM C585 – Inner and Outer Diameters of Rigid Thermal Insulation for Nominal Sizes of Pipe and Tubing (NPS System)

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- I. ASTM C921 – Properties of Jacketing Materials for Thermal Insulation.
- J. ASTM E84 – Surface Burning Characteristics of Building materials
- K. ASTM E96 – Water vapor Transmission of Materials
- M. ASTM E162 – Standard Test Method for Surface Flammability of Materials Using a Radiant Heat Energy Source

1.4 SUBMITTALS

- A. Submit under provisions of Division 1.
- B. Product Data: Provide product description, list of materials and thickness for each service, and location.
- C. Manufacturer's Installation Instructions: Indicate assembly and support requirements.

1.5 QUALITY ASSURANCE

- A. Materials: Flame spread/smoke developed rating of 25/50 or less in accordance with ASTM E84, NFPA 255, and UL 723.

1.6 QUALIFICATIONS

- A. Applicator: Company specializing in performing the work of this section with a minimum three years experience.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, protect and handle products to site in manufacturer's original unopened containers or packages with labels intact.
- B. Deliver materials to site in original factory packaging, labeled with manufacturer's identification, including product density and thickness
- C. Protect insulation against dirt, water, chemical and mechanical damage.

1.8 ENVIRONMENTAL REQUIREMENTS

- A. Maintain ambient temperatures and conditions required by manufacturers adhesive, mastic, and insulation cements.

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- B. Maintain temperature during and after installation for a minimum period of 24 hours.

PART 2 PRODUCTS

2.1 GLASS FIBER PIPING INSULATION

- A. Manufacturer:
 - 1. Johns/Manville Micro-Lok
 - 2. Other acceptable manufacturers offering equivalent products:
 - a. Owens Corning
 - b. Certainteed Manson
 - c. Knauf
- B. Insulation: ASTM C547 rigid molded, noncombustible.
 - 1. 'K' value (SI 'k' value) ASTM C335, 0.25@ 75 deg F (0.036 @ 24 deg C)
 - 2. Minimum Service Temperature: -20 degrees F (-28.9 degrees C)
 - 3. Maximum Service Temperature: 850 degrees F (454 degree C)
 - 4. Maximum Moisture Absorption: 0.2 percent by volume
- C. Vapor Barrier Jacket:
 - 1. White kraft paper reinforced with glass fiber yarn & bonded to aluminized film
 - 2. Moisture vapor Permeability: ASTM E96; 0.02 perm-inches
- D. Installation:
 - 1. Secure seams with pressure sensitive tape closure and butt joints with minimum 3 inch wide tape of same material as vapor barrier jacket.

2.2 JACKETING

- A. Polyvinyl Chloride (PCV) Plastic
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1. Manufacturer: Johns/Manville, Zeston 2000 or approved equal.
 2. Jacket: ASTM D1784, one-piece molded type fitting covers and sheets.
 - a. Minimum Service Temperature: 0 deg F (-18 deg C)
 - b. Maximum Service Temperature: 150 deg F (66 deg C)
 - c. Thickness: 10 mil (.26 mm)
 - d. Color: off-white
 3. Installation:
 - a. Fittings and Valves: Factory precut inserts
 - b. Apply vapor retardant mastic to all seams and joints.
 - c. Secure all seams and joints with Zeston PVC Z-Tape.
- B. Canvas jacket: UL listed
1. fabric: ASTM C921, 6oz/sq yd (220 g/sq m), plain weave cotton treated

with dilute fire retardant lagging adhesive compatible with insulation.
- C. Insulating Cement
1. Manufacturer: Rock Wool "One Shot" or approved equal.
 2. Jacket: ASTM C449, mineral wool/inorganic dry mix, non-combustible.
 - a. Maximum service temperature: 1200 deg F (649 deg C)
 - b. "K" value (SI "k" value): 1.12 at 400 deg F
 - c. Thickness: Same as adjoining piping.
 3. Installation:
 - a. One monolithic layer directly applied
 - b. Exterior finish shall be troweled for smooth paintable surface.

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PART 3 INSTALLATION

3.1 EXAMINATION

- A. Verify that pipe has been tested before applying insulation .
- B. Verify that surfaces are clean and dry, with foreign materials removed.

3.2 INSTALLTION

- A. Install in accordance with manufacturers instructions.
- B. On exposed piping, locate insulation and cover seams in least visible locations
- C. Continue insulation through walls, sleeves, pipe hangers, and other pipe penetrations.
- D. Inserts and Shields:
 - 1. Application: Piping 2 inches diameter or larger.
 - 2. Insert location: Between support shield and piping and under finish jacket.
 - 3. Insert Configuration: Minimum 6 inches long, of same thickness and contour as adjoining insulation; may be factory fabricated.
 - 4. Insert material: ASTM C640 cork, hydrous calcium silicate insulation or other heavy density insulating material suitable for planned temperature range.
- E. Finish insulation at supports, protrusions, and interruptions.

3.3 TOLERANCE

- A. substituted insulation materials shall provide thermal resistance within 10 percent normal conditions, as materials indicated.

3.4 GLASS FIBER INSULATION SCHEDULE

- A. All insulation shall be 1-1/2 inch thickness with appropriate jacket.

END OF SECTION

SECTION 22 40 00
PLUMBING FIXTURES

PART 1 GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, Including General and Supplementary Conditions and Division 1 Specification Sections, apply to This section.

1.2 SUMMARY

- A. Section includes installation the following plumbing specialties and accessories;
 - 1. Roof drains & overflow roof drains.

1.3 REFERENCES

- A. ANSI A112.21.2 - Roof Drains.

1.4 SUBMITTALS

- A. Submit under provisions of Division 1.
- B. Shop Drawings: Indicate dimensions, weights, and placement of openings and holes.
- C. Product Data: Provide component sizes, rough-in requirements, service sizes, capacities and finishes.
- D. Manufacturer's Installation Instructions: Indicate assembly and support requirements.

1.5 PROJECT RECORD DOCUMENTS

- A. Record actual locations of equipment, cleanouts, etc.

1.6 OPERATION AND MAINTENANCE DATA

- A. Maintenance Data: Include installation instructions, spare parts lists, exploded assembly views.

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1.7 QUALITY ASSURANCE

- A. All items of similar class shall be the products of the same manufacturer.
- B. Roof Drainage System
 - 1. Basis of design for this project is roof drains with downspout nozzles and parapet scupper sleeve as the secondary means of water drainage. This installation shall conform to all governing local and state codes.
 - 2. Roof drain manufacturer shall provide documentation certifying the proper location and placement of primary and overflow drainage system.

1.8 QUALIFICATIONS

- A. Manufacturer: Company specializing in manufacturing the Products specified in this section with minimum five years documented experience.
- B. Installer: Company specializing in performing the work of this section with minimum five years documented experience.

1.9 DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, protect and handle products to site in manufacturer's original unopened containers or packages with labels intact.
- B. Accept equipment on site in original factory packaging. Inspect for damage.

1.10 WARRANTY

- A. Provide manufacturer's standard warranty roof drains, parapet roof drains, overflow nozzles and scupper sleeves.

PART 2 PRODUCTS

2.1 MANUFACTURERS

Specialties listed within this specification shall be as the manufactured by the following:

- 1. Josam
- 2. J R Smith

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3. Zurn

2.2 ROOF DRAINS

- A. Roof Drains: ANSI A112.21.2, Jay R. Smith Mfg. Co. Series 1010, cast Iron body, and dome cover, sump receiver, under deck clamp, flashing clamp and gravel stop.
- B. Roof Drains: ANSI A112.21.2, Jay R. Smith Mfg. Co. Series 1020, cast iron body, and dome cover, sump receiver, under deck clamp, flashing clamp and gravel stop.
- C. Over Flow Roof Drains: ANSI A112.21.2, Jay R. Smith Mfg. Co. Series 1010, cast iron body and dome cover, sump receiver, under deck clamp, flashing clamp.

2.3 OVERFLOW NOZZLE

- A. Downspout Nozzle: ANSI A112.21.2., Jay R. Smith Mfg. Co. Series 1770, cast bronze body with integral wall flange and bird screen

2.4 PREPARATION

- A. Coordinate cutting and forming of roof and pre-cast wall construction to receive drains, downspout nozzles and parapet scupper sleeves.

PART 3 INSTALLATION

3.1 INSTALLATION

- A. Install in accordance with manufacturer's instructions.
- B. Installation of Roof Drains, Parapet Roof Drains, Downspout Nozzles and Parapet Scupper Sleeves in accordance with manufacturers instructions.
- C. All items of this section to be installed bay a licensed plumber with a minimum five years experience in the installation of rooftop plumbing accessories.

END OF SECTION

SECTION 26 01 12
TEMPORARY ELECTRICAL DISCONNECTS AND RECONNECTS

PART I GENERAL

1.1 Related Documents

- A. The provisions of the Contract, the General Conditions, the Supplementary Conditions and other Division I Specification Sections, apply to the work in this section.

1.2 Work Included

- A. Temporarily disconnect electrical feed to each roof top HVAC unit and other necessary equipment including satellite antenna.
- B. Inspect and repair existing power lines.
- C. Fabrication, installation and flashing of equipment supports.
- D. Reconnection of electrical feed upon completion of new roofing and related sheet metal.

1.3 Special Provisions

- A. The Contractor shall employ mechanics licensed in the electrical trade.
- B. The Contractor shall disconnect electrical equipment or feeds only when performing roofing work in the immediate area of the equipment or feed.
- C. Each feed or unit shall be fully operational immediately after reinstallation. Shut down time for each unit shall be limited to an eight (8) hour period unless otherwise agreed by Owner's Representative.
- D. Prior to commencing any disconnects, the Owner shall be given forty-eight (48) hours notice. Notification shall be given through

1.4 Testing

- A. Prior to commencing roofing work, The Contractor shall test circuits in the presence of the Owner's Representative.

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- B. Deficiencies in operation will be noted in writing and shall become a matter of record.
- C. Upon completion of the reconnection of each item or circuit, it shall be retested by The Contractor in the presence of the Owner's Representative.
- D. Any deficiencies which were not noted in the initial testing shall be corrected by The Contractor at his expense.

PART II PRODUCTS

2.1 Replacement Parts

- A. Any replacement parts or additional materials shall be as recommended by the manufacturer of the unit, or as required by governing codes, and shall match the existing materials as to type, size, thickness and quality.

PART III EXECUTION

3.1 Job Conditions

- A. Do not disconnect electricity without permission of the Owner's representative.
- B. Disconnection shall be performed only after new roof and flashing materials are available to complete the operation.
- C. Locate penetrations in roof system such that tripping hazards are minimized.

END OF SECTION