

PROJECT MANUAL

ROOFING REPLACEMENT

MERIDEN PUBLIC SCHOOLS

ADMINISTRATIVE OFFICES

22 LIBERTY STREET
MERIDEN, CONNECTICUT

City of Meriden
City of Meriden Bid Number: B024-61
State Project No. 080-0098RR

31 January 2024

ANDRADE ARCHITECTS LLC

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**LEGAL NOTICE
INVITATION TO BID
THE CITY OF MERIDEN IS ACCEPTING SEALED BIDS FOR:
B024-61 MERIDEN PUBLIC SCHOOLS - ADMINISTRATIVE OFFICES ROOFING REPLACEMENT
State Project Number 080-0098RR**

Bids shall be submitted on forms and in the manner specified. Forms and specifications may be obtained from the Purchasing Department. Bids will be accepted at the Purchasing Department in Room 210, City Hall, 142 East Main Street, Meriden, CT 06450-8022 until **11:00 AM, Local time on: Wednesday, May 29, 2024** at which time they will be publicly opened and read. Any bid received after the time and date specified shall not be considered.

Each bid shall be accompanied by a Certified Check or Bid Bond in the amount of Ten (10%) percent of the amount bid. Bids are to be submitted on the attached bid forms

Contractors are invited to submit sealed bids on a Contract for Roofing Replacement at Meriden Public Schools Administrative Offices, located at 22 Liberty Street in Meriden, Connecticut. The Work consists of the removal and replacement of existing slate shingle and EPDM roofing with new slate shingle and EPDM roofing; removal and replacement of sheet metal standing-seam roofing with new sheet metal standing-seam and flat-seam roofing, installation of new sheet metal gutters, drip edge, fascia, flashing and cladding; installation of new lightning protection system; limited asbestos-containing mastic removal and disposal; limited remedial masonry repointing; and limited wood cornice, soffit and trim repainting; all as called for in Bidding Documents prepared by Andrade Architects LLC.

In accordance with Public Act 03-215 and Public Act 04-141, no firm may bid on a contract which is estimated to cost more than \$500,000 unless that firm is prequalified with the State of Connecticut, Department of Administrative Services (DAS) for the classification of work being bid on. Each Bid submitted for a contract shall include a copy of the Bidders prequalification certificate, including the Prequalification Update Statement issued by the DAS showing that the Bidder has the prequalification classifications(s) and aggregate work capacity rating required by this Contract. This contract is subject to State of Connecticut set-aside and contract compliance requirements.

Bids shall be submitted on forms and in the manner specified. Forms and specifications may be obtained from the Purchasing Department, on the City of Meriden website (www.meridenct.gov/business/bids-rfps/), and on the State of Connecticut Department of Administrative Services website (<https://webprocure.proactiscloud.com>). Bids will be accepted at the Purchasing Department, 142 East Main Street, Room 210, Meriden, Connecticut 06450 until 11:00 A.M. local, Eastern Standard Time on May 29, 2024 at which time they will be publicly opened and read. Any bid received after the time and date specified shall not be considered.

Performance and Payment Bond for One Hundred Percent (100%) of the contract price, with a corporate surety approved by the City of Meriden, will be required of the lowest responsible bidder under this Contract.

The attention of bidders is called to the minimum contractor qualifications established for this project in Article 9 of the Instruction to Bidders – AIA Document A701. Bidders who have successfully completed less than a minimum of three (3) comparable school roof replacement projects will not be considered a qualified Contractor for this Project. The attention of bidders is also called to the requirement for minimum wage rates to be paid under this Contract.

A **MANDATORY** Pre-Bid Conference will be held on the project site. Please meet at **9:00 AM, Tuesday, May 14, 2024** in the parking area on the north side of 22 Liberty Street in Meriden, Connecticut. Bidders are required to attend the Pre-Bid Conference and sign the attendance sheet to confirm their attendance. Bids will not be accepted from any Bidder not attending this Pre-Bid Conference.

The right is reserved to reject any or all bids in whole or in part, to award any item, or total bid, and to waive informality or technical defects, if it is deemed to be in the best interest of the City of Meriden. No bidder may withdraw their bid within sixty (60) days of the date of the bid opening. Should there be reason why the contract cannot be awarded within the specified period; the time may be extended by mutual agreement between the City of Meriden and the Bidder.

Rawle Dummett
Purchasing Officer, City of Meriden
Dated: May 3, 2024

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SECTION 001010 - INSTRUCTIONS TO BIDDERS - AIA

1. INSTRUCTIONS TO BIDDERS

AIA Document A701 Instruction to Bidders, 2018 Edition, included herein, as modified, forms a part of the Contract Documents.

END OF INSTRUCTIONS TO BIDDERS - AIA

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AIA[®] Document A701[®] – 2018

Instructions to Bidders

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

Meriden Public Schools
Administrative Offices
Roofing Replacement
22 Liberty Street
Meriden, CT 06450

THE OWNER:
(Name, legal status, address, and other information)

City of Meriden
142 East Main Street
Meriden, CT 06450

THE ARCHITECT:
(Name, legal status, address, and other information)

Andrade Architects LLC
PO Box 787
Meriden, CT 06450

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- 8 **ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS**

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

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

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

ARTICLE 1 DEFINITIONS

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

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

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

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

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

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

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

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

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

ARTICLE 2 BIDDER'S REPRESENTATIONS

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

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

2.2 The Bidder has visited the site of the proposed Work and fully acquainted himself with the conditions as they exist, so that the Bidder fully understands the complexities and restrictions attending execution of the Work included in the Contract Documents.

2.2.1 Bidders are required to attend the Pre-Bid Conference and sign the attendance sheet to confirm their attendance. Bids will not be accepted from any Bidder not signing the attendance sheet at the Pre-Bid Conference.

2.2.2 No casual, unannounced inspections will be allowed. Staff are not empowered to answer Project questions and Bidders shall not rely on anything discussed with staff during any additional inspection on the Site.

2.2.3 The Bidder has examined and is familiar with the Contract Document including Addenda. The Bidder's failure to receive or examine any form, instrument, or document; or failure to visit the site to become familiar with the conditions; shall in no way relieve the Bidder from any obligation with respect to this Bid.

ARTICLE 3 BIDDING DOCUMENTS

§ 3.1 Distribution

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

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

§ 3.1.2 Any required deposit shall be refunded to Bidders who submit a bona fide Bid and return the paper Bidding Documents in good condition within ten days after receipt of Bids. The cost to replace missing or damaged paper documents will be deducted from the deposit. A Bidder receiving a Contract award may retain the paper Bidding Documents, and the Bidder's deposit will be refunded.

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

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

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

§ 3.2 Modification or Interpretation of Bidding Documents

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

3.2.1.1 In case such ambiguity, inconsistency, or error exists and is not noted or resolved at the time Bids are due, the Base Bid Sum shall include, as applicable, the better quality, the greater quantity, and the more costly procedure for the work involved.

§ 3.2.2 Requests for clarification or interpretation of the Bidding Documents shall be submitted by the Bidder in writing and shall be received by the Architect through the City of Meriden's Purchasing Office at least seven days prior to the date for receipt of Bids. Written requests shall be submitted to the Architect through the City of Meriden's Purchasing Office via email.

(Indicate how, such as by email, website, host site/platform, paper copy, or other method Bidders shall submit requests for clarification and interpretation.)

3.2.2.1 The City of Meriden's Purchasing Office contact information is as follows:

(a.) Mail: City of Meriden Purchasing Office

City Hall, Room 210
142 East Main Street
Meriden, CT 06450-8022

(b.) Phone: 203-630-4115

(c.) Email: meridenpurchasing@meridenct.gov

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

§ 3.3 Substitutions

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

§ 3.3.2 Substitution Process

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

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

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

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

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

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

§ 3.4 Addenda

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

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

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

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

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

ARTICLE 4 BIDDING PROCEDURES

§ 4.1 Preparation of Bids

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

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

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

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

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

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

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

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

§ 4.2 Bid Security

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

(Insert the form and amount of bid security.)

Each Bid shall be accompanied by a Bid Bond or Certified Check in the amount of ten percent (10%) of the Base Bid Sum made payable to the City of Meriden. No Bid will be considered which is not accompanied by such Bid Security. A Bid Bond, if used, shall be executed by a surety company which can comply with the State of Connecticut requirements for writing the Payment and Performance Bonds.

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

§ 4.2.3 If a surety bond is required as bid security, it shall be written on AIA Document A310™, Bid Bond, unless otherwise provided in the Bidding Documents. The attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of an acceptable power of attorney. The Bidder shall provide surety bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

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

§ 4.3 Submission of Bids

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

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

Bids shall be submitted on the Bid Form provided in Section 003000, and Supplemental Bid Forms provided in Section 004000, in triplicate, in the manner specified herein and in accordance with the Invitation to Bid that precedes this Document. If Meriden City Hall is closed due to inclement weather, or any other unforeseen event, Bids shall be due at the same time on the next business day City Hall is open.

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

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

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

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

§ 4.4 Modification or Withdrawal of Bid

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

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

§ 4.4.3 After the date and time designated for receipt of Bids, a Bidder who discovers that it made a clerical error in its Bid shall notify the ~~Architect~~ Architect, through the City of Meriden's Purchasing Office, of such error within two days, or pursuant to a timeframe specified by the law of the jurisdiction where the Project is located, requesting withdrawal of its Bid. Upon providing evidence of such error to the reasonable satisfaction of the Architect, the Bid shall be withdrawn and not resubmitted. If a Bid is withdrawn pursuant to this Section 4.4.3, the bid security will be attended to as follows: *(State the terms and conditions, such as Bid rank, for returning or retaining the bid security.)*

ARTICLE 5 CONSIDERATION OF BIDS

§ 5.1 Opening of Bids

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

5.1.1 If Meriden City Hall is closed due to inclement weather, or any other unforeseen event, Bids will be publically opened at the same time on the next business day City Hall is open.

§ 5.2 Rejection of Bids

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

§ 5.3 Acceptance of Bid (Award)

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

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

5.3.3 The Owner will not award a Contract to any Bidder who is in arrears to the City of Meriden by debt or contract, or who is in default as security or otherwise by any obligation to the City of Meriden.

5.3.4 The Owner reserves the right to reject any or all Bids, in whole or in part, to award any items, group of items, or total Bid, if it is in the best interest of the City of Meriden.

ARTICLE 6 POST-BID INFORMATION

§ 6.1 Contractor's Qualification Statement

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

6.1.1 The Bidder shall provide a properly executed AIA Document A305, Contractor's Qualification Statement along with their Bid.

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

6.1.3 The Owner reserves the right to reject any Bid if evidence or investigation fails to satisfy the Owner that the Bidder is qualified to fulfill the obligations of the Contract and to complete the Work. Conditional Bids will not be considered.

§ 6.2 Owner's Financial Capability

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

§ 6.3 Submittals

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

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

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

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

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

ARTICLE 7 PERFORMANCE BOND AND PAYMENT BOND

§ 7.1 Bond Requirements

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

7.1.1.1 A Performance Bond and a Labor and Material Payment Bond shall be furnished in favor of the City of Meriden executed by a surety company licensed to do business in the State of Connecticut. The Performance Bond shall be for one hundred percent (100%) of the Contract Sum, and Labor and Material Payment Bond shall be for one hundred percent (100%) of the Contract Sum.

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

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

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

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

§ 7.2 Time of Delivery and Form of Bonds

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

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

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

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

ARTICLE 8 ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS

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

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

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

(a) The Agreement, as modified, is enclosed in Section 005010.

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

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

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

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

(a) The General Conditions, as modified, is enclosed in Section 007010.

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

(Insert the date of the E203-2013.)

- 5 Drawings

- | Number | Title | Date | |
|--------|---|--------------|--------------------------|
| .6 | Specifications | | |
| | Section | Title | Date Pages |
| .7 | Addenda: | | |
| | Number | Date | Pages |
| .8 | Other Exhibits: | | |
| | <i>(Check all boxes that apply and include appropriate information identifying the exhibit where required.)</i> | | |
| | <input type="checkbox"/> AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
<i>(Insert the date of the E204-2017.)</i> | | |
| | <input type="checkbox"/> The Sustainability Plan: | | |
| | Title | Date | Pages |
| | <input type="checkbox"/> Supplementary and other Conditions of the Contract: | | |
| | Document | Title | Date Pages |
| .9 | Other documents listed below: | | |
| | <i>(List here any additional documents that are intended to form part of the Proposed Contract Documents.)</i> | | |

ARTICLE 9 - DETERMINATION OF THE LOWEST RESPONSIBLE BIDDER

9.1 The City of Meriden will consider the lowest responsible bidder as the Bidder who submits the lowest Bid along with all required bid forms and documents including a properly executed Contractor’s Project Experience Statement that successfully demonstrates compliance with the Minimum Contractor Qualifications established for this Project.

9.2 Minimum Contractor Qualifications

9.2.1 Bidders shall demonstrate their experience in the construction of slate shingle roofing replacement projects by submitting documentation on the successful completion of a minimum of three (3) slate shingle roofing replacement projects located in the State of Connecticut of comparable construction scope and size within the last twenty (20) years. Especially important are demonstrated abilities in maintaining completion schedules on slate shingle roofing replacement projects. Bidders who have successfully complete less than a minimum of three (3) comparable projects will not be considered a qualified Contractor for this Project.

9.2.1.1 The minimum project criteria established by the City of Meriden as comparable construction type, scope and size for this Project is the following:

- a. Project Type: Slate shingle roofing replacement construction on Owner occupied site.
- b. Project Location: Facility within the State of Connecticut.

9.2.2 Bidders shall demonstrate having adequate plant, equipment, facilities and work forces for the proper performance of the Work in accordance with the Contract Documents.

9.2.3 Bidders shall be prequalified with the State of Connecticut DAS Construction Contractor Prequalification Program per C.G.S 4a-100. Bidders shall demonstrate compliance by submitting a copy of the prequalification certificate issued by DAS showing that the Bidder has the prequalification classification(s) and the aggregate work capacity rating required by this Contract.

SECTION 003000 – BID FORM – STIPULATED SUM

To: Purchasing Officer
City of Meriden
Room 210, City Hall
142 East Main Street
Meriden, Connecticut 06450-8022

Project: Meriden Public Schools – Administrative Offices
Roofing Replacement
22 Liberty Street
Meriden, Connecticut

State Project Number: 080-0098RR

City Bid Number: B024-61

Due Date and Time: May 29, 2024 at 11:00 AM

Bid Forms shall be submitted in triplicate. One (1) shall be an original and two (2) copies. Also submit one (1) complete copy of your bid on a flash drive.

SUBMITTED BY:
(Bidder’s full Company name).....
(Bidder’s full address).....
.....
(Bidder’s telephone and fax numbers).....
(Bidder’s email address).....

1. OFFER

Having examined the Place of The Work and all matters referred to in the Instructions to Bidders and the Contract Documents prepared by Andrade Architects LLC for the above-mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Sum of:

\$.....dollars (.....)
(amount in words) (amount in figures)

MERIDEN PUBLIC SCHOOLS
 ADMINISTRATIVE OFFICES
 ROOFING REPLACEMENT
 Meriden, Connecticut

2. UNIT PRICES

We propose and agree that the following unit prices for work performed in accordance with Contract Documents, measured in place, shall be used to compute cost to the Owner should amount of work required by the Contract Documents be changed by order of the Owner. Unit prices include all necessary material, overhead and profit, and applicable taxes.

The unit price amounts will be added or deducted from the Contract Sum by Change Order. For work added to Contract; these unit prices include all costs, overhead and profit for all parties involved including the Contractor and Subcontractors. For work deleted from Contract; credit to the Owner for such work shall be computed on the basis of unit price less ten (10) percent.

Schedule of Unit Prices

Item No.	Item Description	Unit of Measure	Unit Price Amount
1	Removal and replacement of deteriorated existing 1x8 tongue and groove wood roof deck with new 1x8 tongue and groove wood roof deck, as required, according to Section 061053 "Miscellaneous Rough Carpentry."	Per linear foot	\$
2	Removal and replacement of deteriorated existing 2x4 wood blocking with new 2x4 wood blocking, as required, according to Section 061053 " Miscellaneous Rough Carpentry."	Per linear foot	\$
3	Removal and replacement of deteriorated existing 2x6 wood blocking with new 2x6 wood blocking, as required, according to Section 061053 " Miscellaneous Rough Carpentry."	Per linear foot	\$
4	Removal and replacement of deteriorated existing 2x8 wood blocking with new 2x8 wood blocking, as required, according to Section 061053 " Miscellaneous Rough Carpentry."	Per linear foot	\$
5	Repointing of brick unit masonry, as required, according to Section 040323 "Historic Brick Unit Masonry Repointing."	Per square foot	\$

3. ACCEPTANCE

This offer shall be open to acceptance and is irrevocable for **sixty (60)** days from the bid closing date.

If the Owner accepts this bid within the time period stated above, we will:

- Execute the Agreement within ten days of receipt of notice of acceptance of this bid
- Furnish the required bonds within ten days of receipt of notice of acceptance of this bid in the form described in the Supplementary Conditions.
- Commence work within ten days after award of Contract and written Notice to Proceed.

If this bid is accepted within the time stated, and we fail to enter into an Agreement or we fail to provide the required Bonds, the Bid Security shall be forfeited as damages to the Owner by reason of our failure.

In the event our bid is not accepted within the time stated above, the required Bid Security shall be returned to the undersigned, in accordance with the provisions of the Instructions to Bidders; unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

We understand the Owner reserves the right to accept any Bid or reject any or all Bids and to waive any informality in the Bidding.

4. CONTRACT TIME

If this Bid is accepted, we will be required to complete the Work in accordance with the following schedule:

1. All Work shall be Substantially Complete, no later than **September 20, 2024**.
2. Final Punchlist work shall be complete, all temporary facilities removed and site restored, no later than **October 18, 2024**.

5. ADDENDA

The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum.

Addendum No. Dated

6. APPENDICES

In accordance with the Instructions to Bidders, we include the following required Appendices concurrent with Bid submission. The information provided shall be an integral part of our Bid.

- Bid Appendix A – AIA Document A310 - Bid Bond.
- Bid Appendix B – Surety Guaranty.
- Bid Appendix C – Non-Collusion Affidavit.
- Bid Appendix D – EEO Certification.
- Bid Appendix E – AIA Document A305 - Contractor’s Qualification Statement.
- Bid Appendix F – Contractor’s Project Experience Statement
- Bid Appendix G – List of Subcontractors

7. BID FORM SIGNATURE (S)

The Corporate Seal of
.....(Bidder’s full Company name)

was hereunto affixed in the presence of:
.....(Authorized signing Officer and Title)

(Seal)
.....(Authorized signing Officer and Title)

If the Bid is a joint venture or partnership, add additional forms of execution for each member of the joint venture in the appropriate form or forms as above.

END OF BID FORM - STIPULATED SUM

BID APPENDIX A – BID BOND

BID BOND

1. AIA Document A310 Bid Bond, 2010 Edition, included herein forms a part of the Bid Documents.
2. Submit executed Document as a supplement to the Bid Form.

END OF SECTION 00400A

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AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

SURETY:

(Name, legal status and principal place of business)

OWNER:

(Name, legal status and address)

City of Meriden

142 East Main Street, Meriden, CT 06450

BOND AMOUNT: \$

PROJECT:

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

Meriden Public Schools

Administrative Offices

Roofing Replacement

22 Liberty Street, Meriden, CT 06450

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.

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.

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BID APPENDIX B – SURETY GUARANTY

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of \$1.00, lawful money of the United States, the receipt whereof is hereby acknowledged, paid the undersaid corporation, and for other valuable consideration the _____

Name of Surety Company

a corporation organized and existing under the laws of the State of _____ and licensed to do business in the State of _____ certifies and agrees, that if

Contract _____ is awarded to

Name of Bidder

corporation will execute the bond or bonds as required by the Contract Documents and will become surety in the full amount of the Contract price for the faithful performance of the Contract and for payment of all persons supplying labor or furnishing materials in connection thencewith.

Surety

To be accompanied by the usual proof of authority of officers of surety company to execute same.

The language of this form shall generally be given on the official form normally provided by the Surety Company complete with the usual proof of Authority of Officers of the Surety Company to execute said official form.

The form is required regardless if the surety provided with the bid is a Bid Bond or a Certified Check.

Should a bid be offered with a check as surety without said official form, such bid shall be rejected.

END OF SURETY GUARANTY

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BID APPENDIX C - NON-COLLUSION AFFIDAVIT

STATE OF _____

COUNTY OF _____

_____ being first duly sworn, deposes and says that:

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

Signed _____

Title

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

Title

My commission expires _____, _____

END OF NON-COLLUSION AFFIDAVIT

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BID APPENDIX D – EEO CERTIFICATION

CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319.25). The implementing rules and regulation provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity reports due under applicable instructions.

Where certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such report is submitted.

CERTIFICATION BY BIDDER:

Bidders Name: _____

Address & Zip Code: _____

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.

Yes _____ No _____ *If the answer is Yes, identify the most recent contract*

2. Compliance reports were required to be filed in connection with such contract or subcontract.

Yes _____ No _____ *If the answer is Yes, identify the most recent contract.*

3. Bidder has filed all compliance reports due under applicable instructions including SF-100 (Standard Equal Opportunity Statement)

Yes _____ No _____ None Required _____

4. If answer to Item 3 is “No”, please explain in detail on the reverse side of this certification.

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

Name and Title of Signer *Please type*

Signature

Date

END OF EEO CERTIFICATION

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BID APPENDIX E – CONTRACTOR’S QUALIFICATION STATEMENT

CONTRACTOR’S QUALIFICATION STATEMENT

1. AIA Document A305 Contractor’s Qualification Statement, 2020 Edition, included herein forms a part of the Bid Documents.
2. Submit executed Document as a supplement to the Bid Form.

END OF SECTION 00400E

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AIA[®] Document A305[®] – 2020

Contractor's Qualification Statement

THE PARTIES SHOULD EXECUTE A SEPARATE CONFIDENTIALITY AGREEMENT IF THEY INTEND FOR ANY OF THE INFORMATION IN THIS A305-2020 TO BE HELD CONFIDENTIAL.

SUBMITTED BY: _____
(Organization name and address.)

SUBMITTED TO: _____
(Organization name and address.)
City of Meriden
142 East Main Street, Meriden, CT

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

TYPE OF WORK TYPICALLY PERFORMED

(Indicate the type of work your organization typically performs, such as general contracting, construction manager as constructor services, HVAC contracting, electrical contracting, plumbing contracting, or other.)

THIS CONTRACTOR'S QUALIFICATION STATEMENT INCLUDES THE FOLLOWING:

(Check all that apply.)

- Exhibit A – General Information
- Exhibit B – Financial and Performance Information
- Exhibit C – Project-Specific Information
- Exhibit D – Past Project Experience
- Exhibit E – Past Project Experience (Continued)

CONTRACTOR CERTIFICATION

The undersigned certifies under oath that the information provided in this Contractor's Qualification Statement is true and sufficiently complete so as not to be misleading.

Organization's Authorized Representative
Signature

Date

Printed Name and Title

NOTARY

State of: _____
County of: _____
Signed and sworn to before me this _____ day of _____

Notary Signature

My commission expires: _____

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**MERIDEN PUBLIC SCHOOLS
 ADMINISTRATIVE OFFICES
 ROOFING REPLACEMENT
 Meriden, Connecticut**

BID APPENDIX F – CONTRACTOR’S PROJECT EXPERIENCE STATEMENT

To: Purchasing Officer
 City of Meriden
 Room 210, City Hall
 142 East Main Street
 Meriden, Connecticut 06450-8022

Project: Meriden Public Schools – Administrative Offices
 Roofing Replacement
 22 Liberty Street
 Meriden, Connecticut

Submitted by:
 (Bidder’s full Company name).....
 (Bidder’s full address).....
 (Authorized Officer’s Signature and Title).....

The above Authorized Officer certifies that the project experience information provided herein is true and sufficiently complete so as not to be misleading.

Bidders are required to submit information on at least three (3) successfully completed comparable slate roofing replacement projects that demonstrate experience in construction on Owner occupied facilities within the State of Connecticut. The minimum Project criteria that the Owner will consider comparable are listed in Instructions to Bidders, Article 9 – Determination of Lowest Responsible Bidder.

The Owner and/or the Architect will make investigations as deemed necessary to verify the information submitted and determine Contractor’s performance in successfully completing each listed Project.

ROOFING PROJECT NO. 1		
Project Name, Location and Description:	Cost of Construction Work:	Completion Date:
	Construction Contract Type: (GC or Subcontractor)	
Owner Name and Location:	Contact Name and Title:	Contact Telephone Number:
Architectural Firm Name and Location:	Contact Name and Title:	Contact Telephone Number:

MERIDEN PUBLIC SCHOOLS
ADMINISTRATIVE OFFICES
ROOFING REPLACEMENT
 Meriden, Connecticut

ROOFING PROJECT NO. 2		
Project Name, Location and Description:	Cost of Construction Work:	Completion Date:
	Construction Contract Type: (GC or Subcontractor)	
Owner Name and Location:	Contact Name and Title:	Contact Telephone Number:
Architectural Firm Name and Location:	Contact Name and Title	Contact Telephone Number:

ROOFING PROJECT NO. 3		
Project Name, Location and Description:	Cost of Construction Work:	Completion Date:
	Construction Contract Type: (GC or Subcontractor)	
Owner Name and Location:	Contact Name and Title:	Contact Telephone Number:
Architectural Firm Name and Location:	Contact Name and Title	Contact Telephone Number:

ROOFING PROJECT NO. 4		
Project Name, Location and Description:	Cost of Construction Work:	Completion Date:
	Construction Contract Type: (GC or Subcontractor)	
Owner Name and Location:	Contact Name and Title:	Contact Telephone Number:
Architectural Firm Name and Location:	Contact Name and Title	Contact Telephone Number:

END OF CONTRACTOR'S PROJECT EXPERIENCE STATEMENT

MERIDEN PUBLIC SCHOOLS
 ADMINISTRATIVE OFFICES
 ROOFING REPLACEMENT
 Meriden, Connecticut

BID APPENDIX G - LIST OF SUBCONTRACTORS

To: Purchasing Officer
 City of Meriden
 Room 210, City Hall
 142 East Main Street
 Meriden, Connecticut 06450-8022

Project: Meriden Public Schools – Administrative Offices
 Roofing Replacement
 22 Liberty Street
 Meriden, Connecticut

Submitted by:
 (Bidder’s full Company name).....
 (Bidder’s full address).....
 (Authorized Officer’s Signature and Title).....

We propose to contract with one of the Subcontractors listed for each Work Category to perform the Work of that Category. We have listed our own name and address on Work Categories that we propose to perform with our own forces. We understand the Owner reserves the right to make reasonable objection to any Subcontractor, and upon request of the Owner, other qualified Subcontractors shall be substituted.

Bidders are required to submit at least one (1) Contractor name for each Work Category, and may list up to three (3) Contractor names for each Work Category.

Work Category (Item No.)	Subcontractor Name	Subcontractor Address
Selective Demolition (1A)		
Selective Demolition (1B)		
Selective Demolition (1C)		

MERIDEN PUBLIC SCHOOLS
 ADMINISTRATIVE OFFICES
 ROOFING REPLACEMENT
 Meriden, Connecticut

Work Category (Item No.)	Subcontractor Name	Subcontractor Address
Slate Shingles (2A)		
Slate Shingles (2B)		
Slate Shingles (2C)		
EPDM Roofing (3A)		
EPDM Roofing (3B)		
EPDM Roofing (3C)		
Sheet Metal Roofing and Flashing (4A)		
Sheet Metal Roofing and Flashing (4B)		
Sheet Metal Roofing and Flashing (4C)		
Brick Masonry Repointing (5A)		
Brick Masonry Repointing (5B)		
Brick Masonry Repointing (5C)		

END OF LIST OF SUBCONTRACTORS

SECTION 005010 – AGREEMENT

1. STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

AIA Document A101 Standard Form of Agreement Between Owner and Contractor, 2017 Edition, included herein, as modified, will be executed as the form of Contract between the Owner and Contractor.

END OF AGREEMENT

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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)

City of Meriden
142 East Main Street
Meriden, CT 06450

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

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

Meriden Public Schools
Administrative Offices
Roofing Replacement
22 Liberty Street
Meriden, CT 06450

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

Andrade Architects LLC
PO Box 787
Meriden, CT 06450

The Owner and Contractor agree as follows.

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.

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.)

Within ten days after award of this Contract.

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

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

§ 3.3 Substantial Completion

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

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

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

[X] By the following date: Substantially Complete no later than September 20, 2024.

§ 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
<u>Final Punchlist work shall be complete, all temporary facilities removed and site restored, no later than October 18, 2024.</u>	

§ 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 20th day of a month, the Owner shall make payment of the amount certified to the Contractor not later than ~~the day of the month, 30 days after approval of the Certificate of Payment by the Owner's Representative.~~ 30 days after approval of the Certificate of Payment by the Owner's Representative. 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, 30 days after approval of the Certificate of Payment by the Owner's Representative.~~

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

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

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

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

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

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

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

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

§ 5.1.7 Retainage

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

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

Five percent (5%).

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

None

§ 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.)

Zero %

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)

Mr. Michael S. Grove
Assistant Superintendent for Technology and Operations
Meriden Public Schools
22 Liberty Street, PO Box 848
Meriden, CT 06450-0848

§ 8.3 The Contractor’s representative:

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

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

§ 8.5 Insurance and Bonds

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

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

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

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

§ 8.7 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

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

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

- .5 Drawings

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

- .6 Specifications

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

- .7 Addenda, if any:

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

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

- .8 Other Exhibits:

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

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

[] The Sustainability Plan:

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

[] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
----------	-------	------	-------

.9 Other documents, if any, listed below:

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

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

OWNER (Signature)

CONTRACTOR (Signature)

(Printed name and title)

(Printed name and title)

SECTION 006010 – PERFORMANCE AND PAYMENT BONDS

1. PERFORMANCE AND PAYMENT BONDS

AIA Document A312 Performance Bond and AIA Document A312 Payment Bond, 2010 Edition, included herein, will be executed with the Contract between the Owner and Contractor.

END OF PERFORMANCE AND PAYMENT BONDS

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AIA® Document A312® – 2010

Performance Bond

CONTRACTOR:

(Name, legal status and address)

SURETY:

(Name, legal status and principal place of business)

OWNER:

(Name, legal status and address)

City of Meriden

142 East Main Street, Meriden, CT 06450

CONSTRUCTION CONTRACT

Date:

Amount: \$ 0.00

Description:

(Name and location)

Meriden Public Schools

Administrative Offices

Roofing Replacement

22 Liberty Street

Meriden, CT 06450

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.

BOND

Date:

(Not earlier than Construction Contract Date)

Amount: \$

Modifications to this Bond: None See Section 16

CONTRACTOR AS PRINCIPAL

Company: *(Corporate Seal)*

Signature: _____

Name and

Title:

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

SURETY

Company: *(Corporate Seal)*

Signature: _____

Name and

Title:

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:**OWNER'S REPRESENTATIVE:**

(Architect, Engineer or other party:)

§ 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)

SURETY

Company:

(Corporate Seal)

Signature: _____

Name and Title:

Address:

Signature: _____

Name and Title:

Address:

Init.

 **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)

City of Meriden

142 East Main Street, Meriden, CT 06450

CONSTRUCTION CONTRACT

Date:

Amount: \$ 0.00

Description:

(Name and location)

Meriden Public Schools

Administrative Offices

Roofing Replacement

22 Liberty Street

Meriden, CT 06450

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.

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:)

§ 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)

SURETY

Company: _____
(Corporate Seal)

Signature: _____
Name and Title: _____
Address: _____

Signature: _____
Name and Title: _____
Address: _____

SECTION 007010 – GENERAL CONDITIONS

1. GENERAL CONDITIONS

AIA Document A201 General Conditions, 2017 Edition, included herein, as modified, form a part of the Contract Documents.

END OF GENERAL CONDITIONS

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AIA® Document A201® – 2017

General Conditions of the Contract for Construction

for the following PROJECT:
(Name and location or address)

Meriden Public Schools - Administrative Offices
Roofing Replacement
22 Liberty Street
Meriden, CT 06450

THE OWNER:
(Name, legal status and address)

City of Meriden
142 East Main Street, Meriden, CT 06450

THE ARCHITECT:
(Name, legal status and address)

Andrade Architects LLC
PO Box 787, Meriden, CT 06450

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

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

14 TERMINATION OR SUSPENSION OF THE CONTRACT

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Init.

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User Notes:

(1702184569)

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

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

§ 1.1.2 The Contract

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

§ 1.1.3 The Work

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

§ 1.1.4 The Project

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

§ 1.1.5 The Drawings

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

§ 1.1.6 The Specifications

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

§ 1.1.7 Instruments of Service

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

§ 1.1.8 Initial Decision Maker

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

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results. In the

event of conflicts or discrepancies among the Contract Documents, interpretations will be based on the following priorities:

- .1 The Agreement;
- .2 Addenda, with those of later date having precedence over those of earlier date;
- .3 The General Conditions of the Contract for Construction; and
- .4 Drawings and Specifications.

In the case of an inconsistency between Drawings and Specifications, or within either Document not clarified by Addendum: the better quality and greater quantity of Work shall be provided in accordance with the Architect's interpretation.

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

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

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

1.2.4 The Sections of Division 1 – General Requirements of the Specifications shall govern the execution of all Sections of the Specifications.

§ 1.3 Capitalization

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

§ 1.4 Interpretation

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

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

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

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

§ 1.6 Notice

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

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

§ 1.7 Digital Data Use and Transmission

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

1.7.1 The Contractor may obtain electronic copies of the Drawings for their use, only for this Project. In accepting and utilizing any Drawings or other data on any form of electronic media generated and provided by the Architect, the Owner and its agents covenant and agree that all such Drawings or data are Instruments of Service of the Architect, who shall be deemed the author of the Drawings or data, and shall retain common law, statutory law and other rights, including copyrights. The Owner and its agents further agree not to use these Drawings or data, in whole or in part, for any purpose or project other than the Project indicated. The Owner and its agents agree to waive all claims against the Architect, resulting in damage, liability or costs, including reasonable attorney's fees and costs of defense arising from any changes made by anyone other than the Architect, or from reuse of the Drawings or data without prior written consent of the Architect. The cost of electronic Drawings for this Project is \$1,000.00.

§ 1.8 Building Information Models Use and Reliance

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

ARTICLE 2 OWNER

§ 2.1 General

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

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

§ 2.2 Evidence of the Owner's Financial Arrangements

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

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

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Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

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

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.3 Information and Services Required of the Owner

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

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

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

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

2.3.4.1 Data concerning site, size, access to the site, staging and storing, present obstructions on or near the site, conditions of existing structures, locations and depths of sewers, conduits or pipes, gas lines, position of sidewalks, curbs and pavements, and other data concerning site conditions, has been obtained from sources the Owner believes reliable. Accuracy of such data, however, is not guaranteed and is furnished solely for the accommodation of the Contractor. Use of such data is made at the Contractor's sole risk and expense.

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

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

§ 2.4 Owner's Right to Stop the Work

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

§ 2.5 Owner's Right to Carry Out the Work

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

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

ARTICLE 3 CONTRACTOR

§ 3.1 General

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

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

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

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. The Contractor shall give notice of discovered error or discrepancy to Architect immediately and in writing for interpretation and correction deemed necessary in satisfactory performance of the Work. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

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

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

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

§ 3.4 Labor and Materials

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

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the ~~Owner, Owner and the Architect~~, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive. After the Contract has been executed, the Architect will consider a formal request for the substitution of products in place of those specified only under the conditions set forth in Division I, General Requirements of the Specifications. By making requests for substitutions, the Contractor:

3.4.2.1 represents that the Contractor has personally investigated the proposed substitute product and determined that is in equal or superior in all respects;

3.4.2.2 represents that the Contractor will provide the same warranty for the substitution that the Contractor would for that specified;

3.4.2.3 certifies that the cost data presented is complete and includes all related costs under this Contract except the Architect's redesign costs, and waives all claims for additional costs related to the substitution which subsequently became apparent;

3.4.2.4 shall coordinate the installation of the accepted substitution, making such changes as may be required for the Work in all respects; and

3.4.2.5 shall make requests for substitutions within the timeframe set forth in Division I, General Requirements of the Specifications.

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

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects.

except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

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

3.5.3 The Contractor shall submit, prior to the Application for Payment for that item, statements from materials and systems manufacturer's, that the materials and systems manufacturer accept the conditions and requirements for warranties for their product or system. Approval of payment for materials and systems, including labor to install, will be withheld by Architect if Contractor fails to submit manufacturer's acceptance to special conditions and requirements of specific warranties.

3.5.4 As required by the Contract Documents, Contractor shall submit written warranty from manufacturer and installer and deliver it to Architect at the time when Work covered by the warranty is delivered and installed.

3.5.5 Unless otherwise specified, Contractor shall warranty (guaranty) all Work against defects resulting from the use of material, workmanship, or equipment which is inferior, defective or not in accordance with the terms of the Contract. This warranty shall be in effect of one (1) year from the date of issuance of the Certificate of Substantial Completion for the Project or designated portions thereof. This warranty shall be in addition to, and not substitute for, any other rights of the Owner under the Contract Documents or existing in law.

§ 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

3.6.1 The Contractor shall include no amount of State Sales Tax or Federal Excise Tax on products purchased for this Project. The Owner will furnish tax exemption documentation.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

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

3.7.1.1 Building permit fees are not required to be paid to the City of Meriden on projects where the City of Meriden is the Owner. The City of Meriden Building Department will waive the Permit Fees for this Project.

3.7.1.2 The Contractor shall pay costs charged by utilities companies for service connections, inspections and tests, and related utility fees normally assessed as part of the construction process.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first

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observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

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

§ 3.8 Allowances

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

§ 3.8.2 Unless otherwise provided in the Contract Documents,

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

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

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

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

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. If for any reason, the Contractor's representatives are unsatisfactory to the Owner or Architect, and upon request of the Owner or Architect, other qualified representatives shall be substituted. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

3.9.4 The Contractor shall designate Superintendent, foreman, or other competent personnel as standby emergency repair crew in case of afterhours leaks or other similar emergency. Submit a minimum of two names with telephone numbers that are available during non-business hours in the event of an emergency.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

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

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

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

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

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

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

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

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

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

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

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

§ 3.13 Use of Site

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

3.13.1 The Contractor shall confine operations at the site to the areas and hours designated on the Drawings and in Division I. General Requirements of the Specifications. Operations outside of the Work limitations denoted on the Drawings and in Division I. General Requirements of the Specifications shall not be performed without prior written approval of the Architect and Owner.

§ 3.14 Cutting and Patching

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

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

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

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

§ 3.16 Access to Work

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

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect. In the event of legal action arising out of such infringement for which action has the effect of stopping the Work, the Owner may require the Contractor to substitute other products of like kind as will make it possible to pursue and complete the Work. Costs and expenses caused thereby shall be borne by the Contractor.

§ 3.18 Indemnification

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

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

ARTICLE 4 ARCHITECT

§ 4.1 General

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

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

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

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

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

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

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

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

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

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

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

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

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

4.2.15 Where it is stated in the Contract Documents that the Contractor shall pay for the services of the Architect, such payment shall be at a rate of two and one half (2.5) times the Architect's Direct Personal Expenses plus any expenses occurred in providing such services. Direct Personal Expenses is defined as the direct salaries of the Architect's personnel engaged on the Project and the portion of the costs of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions, and similar contributions and benefits.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

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

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

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

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

5.2.1.1 To facilitate and expedite the investigation of proposed Subcontractors, sub-subcontractors, fabricators and suppliers of materials and equipment, the Contractor, at request of the Owner, shall submit a statement in writing in

sufficient detail to establish that each has the capacity, experience, reliability, and uncommitted capacity to carry out the Work to be performed pursuant to each proposed subcontract, sub-subcontract or procurement contract, in a manner consistent with the requirement of this Contract. All such submittals shall include a fully detailed analysis of principal personnel and organization, financial condition, construction plant, equipment and facilities.

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

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

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

§ 5.3 Subcontractual Relations

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

§ 5.4 Contingent Assignment of Subcontracts

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

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

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

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

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

§ 5.5 State Set-Aside and Contract Compliance Requirements - The Contractor who is selected to perform this State project must comply with CONN. GEN. STAT. 4a-60, 4a-60a, and 46A-68b through 46a68f, inclusive, as amended by June 2015 Special Session public Act.

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

For municipal public works contracts and quasi-public agency projects, the Contractor must file a written or electronic non-discrimination certification with the Commission on Human Rights and Opportunities. Forms can be found at: http://www.ct.gov/opm/ewp/view.asp?a=2982&q=390928&opmNav_GID=1803

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

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

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

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

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

§ 6.2 Mutual Responsibility

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

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

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

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

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

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

§ 6.3 Owner's Right to Clean Up

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

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

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

7.1.1.1 The Contractor's proposal for a change in the Work shall be itemized completely and shall include material costs and quantities; labor wages, time, insurance and pensions; equipment rental, and other small tools. Where major cost items are Subcontracts, they shall be itemized as well. In no case will a change in Contract Sum involving over \$500.00 be approved without such itemization.

7.1.1.2 There shall be no extension of Contract Time unless the Contractor can effectively demonstrate that the work delayed is on the critical path of the Work.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

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

§ 7.2 Change Orders

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

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

7.2.2 Methods used in determining adjustments to the Contract Sum include those listed in Sections 7.3.3, 7.3.4 and 7.3.11; and shall apply to Change Orders as well as Construction Change Directives.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

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

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

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. Section 7.3.11. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5 Costs of supervision and field office personnel directly attributable to the change.

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

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

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

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

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

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

7.3.11 Overhead and profit included in the total cost to the Owner for a change in Contract Sum shall be based on the following:

7.3.11.1 For the Contractor, for work performed by the Contractor's own forces: ten percent (10%) of the net costs.

7.3.11.2 For the Contractor, for work performed by one or more Subcontractors: five percent (5%) of the net costs.

7.3.11.3 For each Subcontractor, for work performed by the Subcontractor's own forces or his Sub-subcontractors: ten percent (10%) of the combined net costs of their work.

7.3.11.4 In any event, the total allowance for overhead and profit for a change in the Work shall not exceed twenty percent (20%) of the net cost of the work.

§ 7.4 Minor Changes in the Work

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

ARTICLE 8 TIME

§ 8.1 Definitions

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

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

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

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

8.1.5 Contract Time is identified in Document 003000, Bid Form – Stipulated Sum and Section 011000 Summary.

§ 8.2 Progress and Completion

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

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

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

8.2.4 Except in the event of an emergency, no substantial field operations shall be performed outside of regular working hours without prior written approval of the Architect and the Owner. The Contractor shall not be entitled to additional compensation for work performed outside of regular working hours.

8.2.5 Regular working hours for field operations within unoccupied construction areas shall be as defined in Division 1, Section 011000 of the Specifications.

8.2.5.1 Field operations within Owner occupied areas shall be limited to work which is minor in nature, and not alter the Owner's use of the occupied areas during Owner's regular work hours.

8.2.5.2 The Owner's staff holidays, as designated by the City of Meriden, are defined as non-working hours without prior written approval from the Architect and Owner to work on the property.

§ 8.3 Delays and Extensions of Time

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

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

8.3.2.1 Claims of delay and requests for extension of time shall set forth in detail the circumstances of such claim, the dates upon which delay began and ended, and the number of days' extension of time is requested. The Contractor shall provide supporting documentation as the Architect may require, including a revised Contractor's Construction Schedule indicating the effect of the circumstances that form the basis for the claim.

8.3.2.2 The Contractor shall not be entitled to an extension of time for each and every one of a number of causes that have a concurrent and interrelated effect on the Work.

8.2.2.3 Claims for extension of Contract Time arising out of authorized changes in the Work shall be made in writing prior to or concurrent with the Contractor's proposal for such change. No extension of Contract Time arising out of changes in the Work will be granted after the date upon which the Contractor is authorized to proceed with such change unless specific provision for an extension of time has been incorporated in the authorization.

8.2.2.4 Any additional cost to the Contractor arising from such change shall be included in the amended Contract Sum set forth in such Change Order. No claim for damages for delay, arising from such change in the Work, shall be recognized or deemed valid.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

8.3.3.1 Extension of Contract Time shall be the Contractor's sole remedy for delay of any kind. The Contractor expressly waives any and all right to claim damages for delay.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

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

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

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all

data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

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

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

9.3.1.3 The period covered for each Application for Payment shall be one calendar month ending on the 20th of each month. Provided a proper Application for Payment is submitted in accordance with the Contract Documents not later than the 20th of the month, the Owner shall make payment to the Contractor not later than 30 days after approval of the Certificate for Payment by the Owner's Representative. If an Application for Payment is received by the Architect after the application date set forth above, payment shall be made by the Owner not later than 60 days after approval of the Certificate for Payment by the Owner's Representative.

9.3.1.4 During the progress of the Work the Owner will pay the Contractor ninety-five percent (95%) of the total amount of each payment. The remaining five percent (5%) will be retained by the Owner until the Work is completed and accepted in accordance with the Contract Documents.

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

9.3.2.1 In addition, for consideration of payment for stored material and equipment:

(a) Storage shall be agreed upon in advance, prior to shipment.

(b) Location of storage shall be agreed upon in advance.

(c) The Contractor shall be responsible for, and pay costs of, the verification and inspection of stored products.

(d) The Contractor shall provide Certificates of Insurance identifying products stored and location.

(e) The Contractor shall provide Bill of Sale transferring title of stored products to the Owner.

9.3.2.2 Schedule of Values and the Contractor's Construction Schedule will be considered by the Architect and Owner when deciding on any specific request for payment for stored products.

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

9.3.2.4 If payment for stored products is approved, the Contractor shall furnish with Application for Payment an invoice from vendor establishing the value of material and equipment stored along with a statement of amount to be paid vendor.

9.3.2.5 If payment for stored products is approved, such stored products are subject to inspection by the Architect and Owner before payment will be recommended.

9.3.2.6 The Contractor shall furnish Certificates of Insurance in accordance with the Contract Documents for the full value of the stored items. Such Certificates of Insurance shall name the Owner as additional insured. Such insurance shall be maintained until stored items are incorporated into the Work.

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

9.3.3.1 If requested by the Architect, the Contractor shall submit with each Application for Payment, lien waivers, for the Contractor, Subcontractors, material suppliers and other persons or entities which are due payment based on the previous Application for Payment.

9.3.3.1 At completion of the Work and prior to submission of the final Application for Payment, the Contractor shall certify that the Work is complete and in accordance with the Contract Documents and approved Shop Drawings. Certificate for Payment may be adjusted if the aggregate of lien waiver amounts do not agree with previous Application for Payment amounts.

§ 9.4 Certificates for Payment

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

9.4.1.1 If the Contractor, in submitting the Application for Payment, does not use the specified forms or submits the Application without proper notarization, the Architect will return the Application for Payment without action.

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

§ 9.5 Decisions to Withhold Certification

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

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;

- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

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

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

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

§ 9.6 Progress Payments

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

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

9.6.2.1 The contractor shall furnish satisfactory evidence of payment to vendors of products placed in approved storage. This evidence shall be submitted within 30 days after date of progress payment that includes payment for such stored items. Satisfactory evidence of payment shall be one of the following:

(a) The Contractor's cancelled check in correct amount with identification of invoices paid.

(b) A fully executed lien waiver form vendor of products placed in approved storage.

9.6.2.2 If the Contractor does not submit evidence of payment to vendor for material and equipment stored, the Architect will recommend deduction of the amount previously allowed for the items stored from the current or subsequent Application for Payment.

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

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

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

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

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary

liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

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

§ 9.7 Failure of Payment

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

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a

portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

10.2.4.1 Where there are indications that the use of explosives or other hazardous materials or unusual methods is necessary, the Contractor shall give the Owner reasonable advance notice of the conditions.

10.2.4.2 The Contractor shall be solely responsible for the handling, storage, and use of explosive or other hazardous materials when their use is permitted.

10.2.4.3 The Contractor shall not bring explosives onto the site or use in the Work without the prior written permission of the Architect. For such use, the Contractor shall obtain all necessary permits with copies to the Architect. The Contractor shall furnish the Owner and Architect with certificate indicating proper and adequate insurance.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

10.3.1.1 In the event the Contractor encounters materials believed to be hazardous that are not part of the abatement Work included in this Contract, the Contractor shall, upon recognizing the condition, immediately stop work in the affected area and report the condition to the Owner and Architect immediately, and thereafter in writing.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

10.4.1 The Contractor shall promptly notify insurers as applicable, and the Architect and Owner, of the nature of the emergency. Immediately thereafter, the Contractor shall submit to the Architect a written report including description of circumstances of the emergency and the details of actions taken.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.1.4 **Notice of Cancellation or Expiration of Contractor's Required Insurance.** Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

11.1.5 City of Meriden's Insurance Requirements:

All insurance coverage shall be provided by the Contractor and by or for any of their Subcontractors at no additional expense to the City. The scope and limits of insurance coverages specified are the minimum requirements and shall in no way limit or exclude the City from requesting additional limits and coverage provided under the Contractor's policies and/or their Subcontractors' policies. The Contractor shall either require each of their Subcontractors to produce identical insurance coverage requirements as detailed hereinafter or the Contractor shall secure the coverage for all Subcontractors under the Contractor's own policies.

The Contractor and/or Subcontractors shall be responsible for maintaining the stated insurance coverage in force for the life of the Contract with insurance carriers licensed and authorized to underwrite such insurance in the State of Connecticut. (Insurance carriers shall be rated A or higher by Best Co.)

The type and limits of insurance coverage shall not be less than the type and limits designated herein, and the Contractor and/or Subcontractors agree that the coverage or the acceptance by the City of Certificates of Insurance indicating the type and limits of insurance shall in no way limit the liability of the Contractor and/or subcontractor to any such type and limits of insurance coverage.

The insurance coverage hereinafter afforded by the Contractor and/or subcontractor shall be primary insurance, except when stated to apply in excess of or contingent upon the absence of other insurance. The amount and type of insurance shall not be reduced by the existence of other insurances held by the City.

The Contractor and/or Subcontractor shall provide coverages that are not impaired or the aggregate is not impaired by any other risk, past or present, and the limits required, shall be fully available to the City of Meriden or restored if

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depleted below the required levels during the course of the contract and/or any extensions thereto.

The Contractor and/or Subcontractor shall not commence work under the terms of this contract until they have obtained the liability insurance coverage required by this article and has filed Certificates of Insurance on same with the City, and the City has approved the Certificates of Insurance and the represented coverage.

Each Certificate of Insurance shall include the following pertinent information:

- Name of Insurance Carrier writing policy
- Name Insured
- Address of Named Insured
- Description of coverage (Workers' Compensation certificates should evidence the state(s) of operation including Connecticut)
- Policy Periods (effective and expiration dates)
- Limits of liability and terms
- Brief description of operations performed and property covered
- Name and address of certificate holder
- Authorized agent's name and address
- Date and signature of the issuing agent (original only)
- All additional named insured endorsement
- All cross liability endorsements
- All indemnification and hold harmless agreements (must be supported by Contractual Liability Insurance)
- 60 day written notice provision of changes or cancellation of policy
- A deletion of any disclaimer wording relative to providing the holder with notice of Cancellation - example: "endeavor to provide notice" or wording to the effect the Carrier will not be responsible should notice not be furnished.

Each insurance policy (with the exception of OCP shall contain an endorsement naming the City as an **Additional Insured**, evidence of a **Cross Liability** endorsement so that each insureds interests are considered and treated separately in the case of claims between the insureds, and an endorsement providing a **60 Day advance Notification** to the City in the event of any material change, modification, cancellation, or non-renewal of insurance coverage.

The Contractor and/or Subcontractors shall include a waiver of subrogation rights, on all insurance policies, so that the City of Meriden cannot be sued by the Contractor's insurer to recover any payments made on behalf of the Contractor and/or Subcontractor.

All insurance policies provided by the Contractor and/or Subcontractors shall include an endorsement indicating that any breach of warranty, by the named insured, will not be imputed to another insured.

During the course of execution of the work, whenever there is a lapse in the insurance requirements as stated herein, through cancellation, expiration, failure to renew, or any other cause, the City shall order the cessation of all construction activities until such time as the insurance requirements are complied with. The Contractor shall have no claim or claims whatever against the City, or other parties to the contract.

The Contractor and its Subcontractors shall indemnify and save harmless the City of Meriden, and all additional named insured and all appointed or elected officers, officials, directors, committee members, employees, volunteer workers, commissioners, and any affiliated, associated, or allied entities and/or bodies of, or as may be participated in by the City of Meriden, or as may now or hereinafter be constituted or established from and against all claims, damages, and losses and expenses including attorney's fees arising out of or resulting from the performance of the work under this contract, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to, or destruction of tangible property, including the loss of use resulting therefrom; and is caused in whole or in part by any negligent or willful act or omission of the Contractor, and their Subcontractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

The Contractor and its Subcontractors shall, during the execution of the work, take necessary precautions and place proper guards for the prevention of accidents; shall set up all night suitable and sufficient lights and barricades; shall

fully comply with the latest revisions of the Occupational Safety and Health Act of 1970 and all other Federal, State and Local Regulations, including any all amendments, revisions, and additions thereto, and shall indemnify and save harmless the City of Meriden and their additional named insured and their employees, officers, agents from any and all claims, suits, actions, fines, fees, damages, and costs to which they may incur by reason of death or injury to all persons and/or for all property damage of another resulting from non-compliance, unskillfulness, willfulness, negligence, or carelessness in the execution of the work, or in guarding or protecting the same, or from any improper methods, materials, implements or appliances used in execution of the work, or by or on account of any direct or indirect act or omission of the Contractor or their Subcontractors or their employees or agents.

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the execution of the contract.

The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury, or loss to: 1) all employees on the work and all other persons who may be affected thereby; 2) all the work and all the materials and equipment to be incorporated therein, whether in storage in or on the site, under the care, custody, or control of the Contractor or any of their Subcontractors; and 3) other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designed for removal, relocation, or replacement in the course of construction.

The Contractor shall erect and maintain, as required by existing conditions and progress of the work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards promulgating safety regulations and notifying owners and users of adjacent utilities.

The Contractor and/or subcontractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations, and lawful orders for any public authority bearing on the safety of persons or property or their protection from damage, injury, or loss.

When the use or storage of explosives or other hazardous materials or equipment is necessary for the execution of work, the Contractor and/or their Subcontractors shall exercise the utmost care and shall carry on such activities under the supervision of properly qualified personnel.

The Contractor shall designate a responsible member of their organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the City.

In any emergency affecting the safety of persons or property, the Contractor shall act to prevent threatened damage, injury, or loss.

The Contractor, Subcontractor, and their insurer(s) shall waive governmental immunity as a defense and shall not use the defense of governmental immunity in the adjustment of claims or in the defense of any suit, action or claim brought against the City. Nothing shall limit the City of Meriden from utilizing the defense of governmental immunity.

A. The Contractor and/or Subcontractor shall procure and maintain for the life of the Contract \$1,000,000.00/\$2,000,000.00 per occurrence aggregate and products and completed operations COMMERCIAL GENERAL LIABILITY COVERAGE, written on an occurrence basis and minimally arranged to include the following coverage.

- I. Premises/Operations
- II. Products-Completed operations
- III. Underground, explosion, and collapse hazard
- IV. Contractual liability (endorsing and recognizing each contractual hold harmless and indemnification agreement)
- V. Independent contractors

B. The Contractor and/or Subcontractor shall procure and maintain for the life of the Contract \$1,000,000.00 BI/PD combined single limit of BUSINESS AUTOMOBILE LIABILITY COVERAGE, written on an occurrence basis and minimally arranged to include the following:

- I. Non-owned automobile including hired car coverage
- II. Liability and Physical damage

- III. All owned (private passenger and other than private passenger)
- IV. Any automobile
- V. Schedule automobiles

C. The Contractor and/or Subcontractor shall procure and maintain for the life of the Contract \$5,000,000.00 BI/PD combined single limit of UMBRELLA FORM COVERAGE to respond to claims beyond all primary layers of liability insurance. EXCESS COVERAGE may be substituted provided it affords at least the identical coverage as the primary layers and is "following form" or "Broader" excess. UMBRELLA FORM or EXCESS COVERAGE shall be written on an occurrence basis with a recommended deductible or retention level not to exceed \$25,000.00. Should the deductible be greater than the recommended \$25,000.00, the Contractor and/or Subcontractor shall convey to the City their ability to pay for said deductible.

D. The Contractor and/or Subcontractor shall procure and maintain for the life of the Contract WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY COVERAGE, designed to indemnify all the Contractor's and/or Subcontractor's employees in the event of occupational injury and/or disease. The coverage shall be minimally provided and arranged in the following State of Connecticut Statutory form, augmented in an amount to satisfy the umbrella and/or following form Excess underlying limits:

Employee's Liability

- I. \$100,000.00 each accident
- II. \$500,000.00 disease policy limit
- III. \$100,000.00 each employee disease

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages

caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

§11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other.

If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

13.4.4.1 If the Architect's observations or if inspections and testing undertaken pursuant to this Section reveals that in any one of a number of identical or similar elements, incorporated into the Work, fails to comply with the requirements of the Contract Documents or the regulations or orders of any public authority having jurisdiction, the Architect will have the authority to order inspection and testing of any or all such representative elements as he may consider necessary. The Contractor shall bear the cost of testing, correction of the Work, and the Architect's additional services made necessary thereby.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest

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

13.5.1

The agreed upon interest rate shall be Zero percent (0.00%) per annum.

13.6 Equal Opportunity

13.6.1 The Contractor shall maintain policies of employment as follows:

13.6.1.1 The Contractor and the Contractor's Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. The Contractor shall take affirmative action to insure that applicants are employed, and that employees are treated equally during employment without regard to their race, religion, color, sex, or nation origin. Such action shall include, but not be limited to, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of non-discrimination.

13.6.1.2 The Contractor and the Contractor's Subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard for race, religion, color, sex, or national origin.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and ~~profit on Work not executed, and costs incurred by reason of such termination, profit.~~

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;

- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 fails to remedy defective Work;
- .5 in performance of the Work, has caused third party claims against the Owner or reasonable evidence of filing of such claim or claims;
- .6 has not performed the Work in accordance to the Project Schedule, and there is reasonable evidence that the Work will not be completed within the Contract Time;
- .7 persistently fails to carry out the Work in accordance with the Contract Documents;
- .8 has not progressed in performance of the Work, and there is unnecessary or unreasonable delay in progress;
- .9 is adjudged bankrupt or makes a general assessment for the benefit of creditors, or if a receiver is appointed on account of his insolvency; or
- .10 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction. There shall be no extension of the Contract Time for adverse weather conditions unless the number of days of inclement weather is substantially greater or conditions substantially more severe than the average for the calendar period as recorded by a recognized weather observation agency.

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15.1.6.3 No extension of Contract Time shall be granted unless the Contractor can demonstrate to the Architect's satisfaction that the work delayed is on the critical path of the Work.

15.1.6.4 The Architect shall have the right to defer his decision on any claim, made pursuant to the provisions of the Contract, until the actual effect which forms the basis of the claims may be assessed.

§ 15.1.7 Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. ~~If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.~~

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

§ 15.3.4 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 Arbitration ~~(DELETED in its entirety)~~

~~§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.~~

~~§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.~~

~~§ 15.4.2~~ The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

~~§ 15.4.3~~ The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

~~§ 15.4.4 Consolidation or Joinder~~

~~§ 15.4.4.1~~ Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

~~§ 15.4.4.2~~ Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

~~§ 15.4.4.3~~ The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.

SECTION 008000 – WAGE RATES & EMPLOYMENT REQUIREMENTS

1.1 FUNDING AND RELATED OBLIGATIONS:

- A. Because of funding for this project, the Contract includes certain Federal, State, or Local requirements for wages and conditions of employment.

2.1 COMPLIANCE WITH STATE REGULATIONS:

- A. The wages paid to any mechanic, laborer or workman employed for the work of this project shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation as set forth by the State for this project.
- B. For projects subject to prevailing wage requirements stipulated by Connecticut General Statute Section 31-53, the Contractor shall submit weekly to the City of Meriden, through the Architect, a payroll certification and a certified statement of compliance, in accordance with the Public Acts 06-175 and 08-83.
- C. Before receiving final payment, the Contractor shall certify to the City of Meriden, through the Architect, in writing, that the wage paid to each mechanic, laborer or workman for this project was at least equal to the applicable prevailing rate.
- D. In addition to local ordinances on which the above are based, comply with the applicable provisions of all Connecticut Labor Laws as administered by the State Labor Department.
- E. The following excerpt from Public Act 240, Section 1, is included as required by the provisions thereof:

“The wages paid on an hourly basis to any mechanic, laborer, or workman employed upon the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such employee to any employee welfare fund, as defined in Section 31-53 of the General Statutes, shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such employees to any such employee welfare fund shall pay to each employee as part of his wages the amount of payment or contribution for his classification on each pay day”.
- F. In the event that there is no prevailing wage rate set for the specific occupation or trade of any employee, notify the Commissioner of the State Labor Department for a determination of the applicable wage rate.
- G. The prevailing wage rates set by the State for this project are to be the minimum paid to workers employed in these occupations on this project. The Owner will consider no claims by the Contractor for additional compensation because of payment of wages in excess of these rates.

H. The Contractor shall post copies of the State's schedule of rates at conspicuous points on the job site showing the prevailing minimum wage rates and the authorized deductions to be made from wages. The State of Connecticut Department of Labor has issued documents listed below, and they designate prevailing wage rates and compliance forms pursuant to Connecticut General Statutes. Documents listed are included in the Project Manual as an exhibit. Originals of compliance statements and payroll certifications may be obtained from the State of Connecticut, Department of Labor, Wage and Workplace Standards Division, 200 Folly Brook Boulevard, Wethersfield, Connecticut 06109-1114.

1. Minimum Wage Rates and Classifications for Building Construction, dated [REDACTED], [REDACTED] pages.
2. Connecticut Department of Labor Prevailing Wage Bid Package, [REDACTED] pages.

2.2 COMPLIANCE WITH FEDERAL REGULATIONS:

A. The Contractor shall be familiar with requirements of Federal, State, and Local laws, ordinances and regulations, which affect those engaged in the work, or in any way affect the conduct of the work. No pleas of misunderstanding will be considered because of ignorance of these requirements.

B. Contractor shall comply with the following:

1. Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR, Part 60).
2. The Copeland "Anti-Kick Back" Act (18 USC 874) as supplemented in Department of Labor Regulations (29 CFR, Part 3).
3. The Davis-Bacon Act (40 USC 276a to a-7) and as supplemented by Department of Labor Regulations (28 CFR, Part 5).
4. Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented by Department of Labor Regulations (28 CFR, Part 5).

END OF WAGE RATES & EMPLOYMENT REQUIREMENTS

INFORMATION AVAILABLE TO BIDDERS

The following information was obtained for the Architect's use in design and is made available only for the information of bidders and is not a part of the Contract Documents.

The information indicated in the data has been obtained and recorded with reasonable interpretation placed on the results and character of the materials and conditions encountered. The indicated conditions are not warranted. Bidders are instructed to interpret the information according to their own judgement and not to rely on the information as being complete or accurately descriptive of all conditions.

Bidders shall be responsible for conclusions drawn from use of this information. No claim for additional cost or extension of time resulting from reliance on this information shall be allowed except as provided in Article 15 of the General Conditions.

1. ROOFING TEST CUTS

- A. The Owner and Architect do not assume responsibility for the accuracy of the test cut information nor for the roof decks and other conditions either at the cuts or the locations between the cuts and anywhere else on the roofs. No claim for extra cost or extension of time resulting from reliance on this information shall be allowed except as provided above.

1. Test Cut No. 1 – Low-Sloped Roof (ID# 2.01):
 - a. Roof Deck: Concrete
 - b. Insulation: (1) layer of ½" wood fiber (mechanically fastened)
 - c. Roofing: EPDM membrane (fully adhered)
2. Test Cut No. 2 – Low-Sloped Roof (ID# 2.03):
 - a. Roof Deck: Tapered plywood
 - b. Insulation: (2) layers of ½" wood fiber (mechanically fastened)
 - c. Roofing: EPDM membrane (fully adhered)
3. Test Cut No. 3 – Low-Sloped Roof (ID# 2.02):
 - a. Roof Deck: Tapered plywood
 - b. Insulation: (2) layers of ½" wood fiber (mechanically fastened)
 - c. Roofing: EPDM membrane (fully adhered)
4. Test Cut No. 4 – Low-Sloped Roof (ID# 3.02):
 - a. Roof Deck: Tongue & groove wood
 - b. Insulation: (1) layer of 2" polyisocyanurate (mechanically fastened)
 - c. Roofing: EPDM membrane (fully adhered)
5. Test Cut No. 5 – Steep-Sloped Roof (ID# 3.28):
 - a. Roof Deck: Tongue & groove wood
 - b. Underlayment: Asphalt coated organic felt (deteriorated)
 - c. Roofing: Light Gray Slate (18" long x 10" wide x ¼' thick)

6. Test Cut No. 6 – Steep-Sloped Roof (ID# 3.12):
 - a. Roof Deck: Tongue & groove wood
 - b. Underlayment: Asphalt coated organic felt (deteriorated)
 - c. Roofing: Mottled Purple Slate (18” long x 10” wide x ¼’ thick)

2. LIMITED HAZARDOUS BUILDING MATERIALS INSPECTIONS

- A. Report prepared by Fuss & O’Neill, Inc.; titled as follows:

"Limited Hazardous Building Materials Inspection, Inspection Date: April 13, 2023, Slate Roof Renovations, 22 Liberty Street, Meriden, Connecticut"
Report dated April 2023, Revised September 22, 2023 and January 31, 2024.

- B. Letter prepared by Fuss & O’Neill, Inc.; titled as follows:

“Limited Lead-Based Paint Determination, Meriden Board of Education, 22 Liberty Street, Meriden, CT, Fuss & O’Neill Project No. 20170932.C55”
Letter to Robert A. Andrade AIA, Andrade Architects LLC, dated February 29, 2024.

- C. A copy of this report and letter are enclosed at the end of Division 2 only for the information of the bidders and is not a part of the Contract Documents.
- D. These inspections were performed in response to the proposed selective demolition on a portion of the existing building. This report was prepared by an independent consultant for the use of the Architect, and is not a part of the Contract Documents.
- D. This information, by its nature, cannot reveal all conditions that exist on the site. Conditions may vary substantially from this information; bidders shall examine the site to ascertain the conditions likely to be encountered. The Owner and Architect do not assume any responsibility for the accuracy of the information nor for conditions either at the survey sampling or the locations between the survey sampling and anywhere else in the building. No claim for extra cost or extension of time resulting from reliance on this information shall be allowed except as provided above.

END OF INFORMATION AVAILABLE TO BIDDERS

SECTION 011000 - SUMMARY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Project information.
2. Work covered by Contract Documents.
3. Phased construction.
4. Access to site.
5. Coordination with occupants.
6. Work restrictions.
7. Specification and drawing conventions.

B. Related Requirements:

1. Section 015000 "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.

1.3 PROJECT INFORMATION

A. Project Identification: Meriden Public Schools, Administrative Offices, Roofing Replacement.

1. Project Location: 22 Liberty Street, Meriden, CT 06450.

B. Owner: City of Meriden, 142 East Main Street, Meriden, CT 06450.

1. Owner's Representative: Michael S. Grove, Assistant Superintendent, 22 Liberty Street, PO Box 848, Meriden, CT 06450-0848.

C. Architect: Andrade Architects LLC, PO Box 787, Meriden, CT 06450.

D. Architect's Consultants: The Architect has retained the following design professionals who have prepared designated portions of the Contract Documents:

1. Environmental Consultant: Fuss & O'Neill, 146 Hartford Road, Manchester, CT 06040.

2. Lightning Protection Engineer: Bemis Associates LLC, 185 Main Street, Farmington, CT 06032.

1.4 WORK COVERED BY CONTRACT DOCUMENTS

- A. The Work of Project is defined by the Contract Documents and consists of the following:

1. Removal and replacement of slate shingle and EPDM roofing with new slate shingle and EPDM roofing; removal and replacement of sheet metal standing-seam roofing with new sheet metal standing-seam and flat-seam roofing, installation of new sheet metal gutters, drip edge, fascia, flashing and cladding; installation of new lightning protection system; limited asbestos-containing mastic removal and disposal; limited remedial masonry repointing; and limited wood cornice, soffit and trim repainting.

- B. Type of Contract:

1. Project will be constructed under a single prime contract.
 - a. Form of Agreement shall be a modified AIA Document A101 – 2017, Standard Form of Agreement Between Owner and Contractor.

1.5 CONSTRUCTION SCHEDULE

- A. The Work shall be conducted in accordance with the Construction Schedule, with the Work substantially complete as indicated:

1. All Work shall be Substantially Complete, no later than **September 20, 2024**.
2. Final Punchlist work shall be complete, all temporary facilities removed and site restored, no later than **October 18, 2024**.

1.6 ACCESS TO SITE

- A. General: Contractor shall have limited use of Project site for construction operations as indicated on Drawings by the Contract limits and as indicated by requirements of this Section.

- B. Use of Site: Limit use of Project site to work in areas indicated on the Site Limitations Plan as shown on Drawing A0.10. Do not disturb portions of Project site beyond areas in which the Work is indicated.

1. Limits: Confine construction operations to work areas designated on the Drawings.
2. Driveways, Walkways and Entrances: Keep driveways, loading areas, exits and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
 - a. Schedule deliveries to minimize use of driveways and entrances by construction operations.

- b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.
 - c. Parking and storage of materials is limited to the areas designated by the Owner.
- C. Condition of Existing Building: Maintain portions of existing building affected by construction operations in a weathertight condition throughout construction period. Repair damage caused by construction operations.

1.7 COORDINATION WITH OCCUPANTS

- A. Full Owner Occupancy: Owner will occupy site and existing building(s) during entire construction period. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's day-to-day operations. Maintain existing exits unless otherwise indicated.
- 1. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from Owner and approval of authorities having jurisdiction.
 - 2. Loading and/or removal of materials, equipment, tools, etc. through Owner occupied areas shall be limited to after office hours. Work shall be limited to within designated construction areas during office hours.
 - 3. All construction personnel working or visiting on the premises shall be wearing clearly visible identification badges. Badge size, appearance and type of identifying information shall be acceptable to the Owner.
 - 4. Notify Owner not less than 48 hours in advance of activities that will affect Owner's operations.

1.8 WORK RESTRICTIONS

- A. Work Restrictions, General: Comply with restrictions on construction operations.
- 1. Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction.
- B. On-Site Work Hours: Limit work on the existing building to normal business working hours of 8:00 a.m. to 4:00 p.m., Monday through Friday, unless otherwise indicated.
- 1. Except in the event of an emergency, no field operations shall be performed outside of normal business working hours without prior written approval of the Architect and Owner. The Contractor may make written request to work outside of normal business working hours, such requests shall be made at least one week prior to when work is scheduled to occur. The Contractor shall not be entitled to additional compensation for Work performed outside of normal working hours.
 - 2. Field operations within Owner occupied areas shall be limited to work which is minor in nature, and not alter the Owner's use of the occupied areas during Owner's regular work hours.

3. The Owner's staff holidays, as designated by the Owner, are defined as non-working hours without prior written approval from the Architect and Owner to work on the property.
- C. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after providing temporary utility services according to requirements indicated:
1. Notify Architect and Owner not less than two days in advance of proposed utility interruptions.
 2. Obtain Architect's and Owner's written permission before proceeding with utility interruptions.
- D. Noise, Vibration, and Odors: Coordinate operations that may result in high levels of noise and vibration, odors, or other disruption to Owner occupancy with Owner.
1. Notify Architect and Owner not less than two days in advance of proposed utility interruptions.
 2. Obtain Architect's and Owner's written permission before proceeding with utility interruptions.
- E. Nonsmoking Building: Smoking is not permitted within the building or within 25 feet of entrances, operable windows, or outdoor-air intakes.
- F. Controlled Substances: Use of tobacco products and other controlled substances on Project site is not permitted.
- G. Employee Identification: Provide identification tags for Contractor personnel working on Project site. Require personnel to use identification tags at all times. Tag size, appearance and type of identifying information shall be acceptable to the Owner.

1.9 SPECIFICATION AND DRAWING CONVENTIONS

- A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
 2. Specification requirements are to be performed by Contractor unless specifically stated otherwise.
- B. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.
- C. Drawing Coordination: Requirements for materials and products identified on Drawings are described in detail in the Specifications. One or more of the following are used on Drawings to identify materials and products:

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1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.
2. Abbreviations: Materials and products are identified by abbreviations scheduled on Drawings.
3. Keynoting: Materials and products are identified by reference keynotes referencing Specification Section numbers found in this Project Manual.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 011000

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SECTION 012200 - UNIT PRICES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for unit prices.
- B. Related Requirements:
 - 1. Section 012600 "Contract Modification Procedures" for procedures for submitting and handling Change Orders.

1.3 DEFINITIONS

- A. Unit price is an amount incorporated in the Agreement, applicable during the duration of the Work as a price per unit of measurement for materials, equipment, or services, or a portion of the Work, added to or deducted from the Contract Sum by appropriate modification, if the scope of Work or estimated quantities of Work required by the Contract Documents are increased or decreased.

1.4 PROCEDURES

- A. Unit prices include all necessary material, plus cost for delivery, installation, insurance, overhead, and profit.
- B. Measurement and Payment: See individual Specification Sections for work that requires establishment of unit prices. Methods of measurement and payment for unit prices are specified in those Sections.
- C. Owner reserves the right to reject Contractor's measurement of work-in-place that involves use of established unit prices and to have this work measured, at Owner's expense, by an independent surveyor acceptable to Contractor.
- D. List of Unit Prices: A schedule of unit prices is included in Part 3. Specification Sections referenced in the schedule contain requirements for materials described under each unit price.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE OF UNIT PRICES

- A. Unit Price No. 1: Removal and replacement of deteriorated existing tongue and groove wood roof deck.
 - 1. Description: Removal and replacement of deteriorated existing nominal 1x8 tongue and groove wood roof deck with new nominal 1x8 tongue and groove wood roof deck, as required, according to Section 061053 "Miscellaneous Rough Carpentry."
 - 2. Unit of Measurement: Linear foot.

- B. Unit Price No. 2: Removal and replacement of deteriorated existing 2x4 wood blocking.
 - 1. Description: Removal and replacement of deteriorated existing 2x4 wood blocking with new 2x4 wood blocking, as required, according to Section 061053 "Miscellaneous Rough Carpentry."
 - 2. Unit of Measurement: Linear foot.

- C. Unit Price No. 3: Removal and replacement of deteriorated existing 2x6 wood blocking.
 - 1. Description: Removal and replacement of deteriorated existing 2x6 wood blocking with new 2x6 wood blocking, as required, according to Section 061053 "Miscellaneous Rough Carpentry."
 - 2. Unit of Measurement: Linear foot.

- D. Unit Price No. 4: Removal and replacement of deteriorated existing 2x8 wood blocking.
 - 1. Description: Removal and replacement of deteriorated existing 2x8 wood blocking with new 2x8 wood blocking, as required, according to Section 061053 "Miscellaneous Rough Carpentry."
 - 2. Unit of Measurement: Linear foot.

- E. Unit Price No. 5: Repointing of brick unit masonry.
 - 1. Description: Repointing of brick unit masonry, as required, according to Section 040323 "Historic Brick Unit Masonry Repointing."
 - 2. Unit of Measurement: Square foot.

END OF SECTION 012200

SECTION 012500 - SUBSTITUTION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for substitutions.
- B. Related Requirements:
 - 1. Section 016000 "Product Requirements" for requirements for submitting comparable product submittals for products by listed manufacturers.

1.3 DEFINITIONS

- A. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.
 - 1. Substitutions for Cause: Changes proposed by Contractor that are required due to changed Project conditions, such as unavailability of product, regulatory changes, or unavailability of required warranty terms.
 - 2. Substitutions for Convenience: Changes proposed by Contractor or Owner that are not required in order to meet other Project requirements but may offer advantage to Contractor or Owner.

1.4 ACTION SUBMITTALS

- A. Substitution Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
 - 1. Substitution Request Form: Use CSI Form 13.1A or similar form acceptable to the Architect.
 - 2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
 - a. Statement indicating why specified product or fabrication or installation cannot be provided, if applicable.

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- b. Coordination information, including a list of changes or revisions needed to other parts of the Work and to construction performed by Owner and separate contractors, that will be necessary to accommodate proposed substitution.
 - c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Include annotated copy of applicable Specification Section. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.
 - d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
 - e. Samples, where applicable or requested.
 - f. Certificates and qualification data, where applicable or requested.
 - g. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners.
 - h. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
 - i. Research reports evidencing compliance with building code in effect for Project, from a model code organization acceptable to authorities having jurisdiction.
 - j. Detailed comparison of Contractor's construction schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating date of receipt of purchase order, lack of availability, or delays in delivery.
 - k. Cost information, including a proposal of change, if any, in the Contract Sum.
 - l. Contractor's certification that proposed substitution complies with requirements in the Contract Documents except as indicated in substitution request, is compatible with related materials, and is appropriate for applications indicated.
 - m. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.
3. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within seven days of receipt of a request for substitution. Architect will notify Contractor of acceptance or rejection of proposed substitution within 15 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.
- a. Forms of Acceptance: Change Order, Construction Change Directive, or Architect's Supplemental Instructions for minor changes in the Work.
 - b. Use product specified if Architect does not issue a decision on use of a proposed substitution within time allocated.

1.5 QUALITY ASSURANCE

- A. Compatibility of Substitutions: Investigate and document compatibility of proposed substitution with related products and materials. Engage a qualified testing agency to perform compatibility tests recommended by manufacturers.

1.6 PROCEDURES

- A. Coordination: Revise or adjust affected work as necessary to integrate work of the approved substitutions.

PART 2 - PRODUCTS

2.1 SUBSTITUTIONS

- A. Substitutions for Cause: Submit requests for substitution immediately on discovery of need for change, but not later than 15 days prior to time required for preparation and review of related submittals.
 - 1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
 - a. Requested substitution is consistent with the Contract Documents and will produce indicated results.
 - b. Requested substitution provides sustainable design characteristics that specified product provided for achieving LEED prerequisites and credits.
 - c. Substitution request is fully documented and properly submitted.
 - d. Requested substitution will not adversely affect Contractor's construction schedule.
 - e. Requested substitution has received necessary approvals of authorities having jurisdiction.
 - f. Requested substitution is compatible with other portions of the Work.
 - g. Requested substitution has been coordinated with other portions of the Work.
 - h. Requested substitution provides specified warranty.
 - i. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.
- B. Substitutions for Convenience: Architect will consider requests for substitution if received within 30 days after the Notice of Award. Requests received after that time may be considered or rejected at discretion of Architect.
 - 1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect

will return requests without action, except to record noncompliance with these requirements:

- a. Requested substitution offers Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume. Owner's additional responsibilities may include compensation to Architect for redesign and evaluation services, increased cost of other construction by Owner, and similar considerations.
- b. Requested substitution does not require extensive revisions to the Contract Documents.
- c. Requested substitution is consistent with the Contract Documents and will produce indicated results.
- d. Requested substitution provides sustainable design characteristics that specified product provided for achieving LEED prerequisites and credits.
- e. Substitution request is fully documented and properly submitted.
- f. Requested substitution will not adversely affect Contractor's construction schedule.
- g. Requested substitution has received necessary approvals of authorities having jurisdiction.
- h. Requested substitution is compatible with other portions of the Work.
- i. Requested substitution has been coordinated with other portions of the Work.
- j. Requested substitution provides specified warranty.
- k. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

PART 3 - EXECUTION (Not Used)

END OF SECTION 012500

SECTION 012600 - CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for handling and processing Contract modifications.
- B. Related Requirements:
 - 1. Section 012500 "Substitution Procedures" for administrative procedures for handling requests for substitutions made after the Contract award.

1.3 MINOR CHANGES IN THE WORK

- A. Architect will issue supplemental instructions authorizing minor changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, on AIA Document G710, "Architect's Supplemental Instructions."

1.4 PROPOSAL REQUESTS

- A. Owner-Initiated Proposal Requests: Architect will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
 - 1. Work Change Proposal Requests issued by Architect are not instructions either to stop work in progress or to execute the proposed change.
 - 2. Within 10 days, after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
 - a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - c. Include costs of labor and supervision directly attributable to the change.
 - d. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish

times, and activity relationship. Use available total float before requesting an extension of the Contract Time.

- e. Quotation Form: Use forms acceptable to Architect.

B. Contractor-Initiated Proposals: If latent or changed conditions require modifications to the Contract, Contractor may initiate a claim by submitting a request for a change to Architect.

1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
4. Include costs of labor and supervision directly attributable to the change.
5. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
6. Comply with requirements in Section 012500 "Substitution Procedures" if the proposed change requires substitution of one product or system for product or system specified.
7. Proposal Request Form: Use form acceptable to Architect.

1.5 ADMINISTRATIVE CHANGE ORDERS

- A. Unit-Price Adjustment: See Section 012200 "Unit Prices" for administrative procedures for preparation of Change Order Proposal for adjusting the Contract Sum to reflect measured scope of unit-price work.

1.6 CHANGE ORDER PROCEDURES

- A. On Owner's approval of a Work Changes Proposal Request, Architect will issue a Change Order for signatures of Owner and Contractor on AIA Document G701.

1.7 CONSTRUCTION CHANGE DIRECTIVE

- A. Construction Change Directive: Architect may issue a Construction Change Directive on AIA Document G714. Construction Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.

1. Construction Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.

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- B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.
 - 1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012600

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SECTION 012900 - PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements necessary to prepare and process Applications for Payment.
- B. Related Requirements:
 - 1. Section 012200 "Unit Prices" for administrative requirements governing the use of unit prices.
 - 2. Section 012600 "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.
 - 3. Section 013200 "Construction Progress Documentation" for administrative requirements governing the preparation and submittal of the Contractor's construction schedule.

1.3 DEFINITIONS

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

1.4 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the schedule of values with preparation of Contractor's construction schedule.
 - 1. Coordinate line items in the schedule of values with other required administrative forms and schedules, including the following:
 - a. Application for Payment forms with continuation sheets.
 - b. Contractor's Construction Schedule.
 - c. Submittal schedule.
 - d. Items required to be indicated as separate activities in Contractor's construction schedule.

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2. Submit the schedule of values to Architect at earliest possible date, but no later than seven days before the date scheduled for submittal of initial Applications for Payment.
- B. Format and Content: Use Project Manual table of contents as a guide to establish line items for the schedule of values. Provide at least one line item for each Specification Section.
1. Identification: Include the following Project identification on the schedule of values:
 - a. Project name and location.
 - b. Name of Architect.
 - c. Architect's project number.
 - d. Contractor's name and address.
 - e. Date of submittal.
 2. Arrange schedule of values consistent with format of AIA Document G703.
 3. Arrange the schedule of values in tabular form with separate columns to indicate the following for each item listed:
 - a. Related Specification Section or Division.
 - b. Description of the Work.
 - c. Name of subcontractor.
 - d. Name of manufacturer or fabricator.
 - e. Name of supplier.
 - f. Change Orders (numbers) that affect value.
 - g. Dollar value of the following, as a percentage of the Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.
 - 1) Labor.
 - 2) Materials.
 - 3) Equipment.
 4. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with Project Manual table of contents. Provide multiple line items for principal subcontract amounts in excess of five percent of the Contract Sum.
 5. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
 6. Provide a separate line item in the schedule of values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
 - a. Differentiate between items stored on-site and items stored off-site. If required, include evidence of insurance.
 7. Provide separate line items in the schedule of values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
 8. Each item in the schedule of values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.

- a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the schedule of values or distributed as general overhead expense, at Contractor's option.
9. Schedule Updating: Update and resubmit the schedule of values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

1.5 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment following the initial Application for Payment shall be consistent with previous applications and payments as certified by Architect and paid for by Owner.
 1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.
- B. Payment Application Times: Submit Application for Payment to Architect by the 20th of the month. The period covered by each Application for Payment is one month, ending on the last day of the month.
 1. Submit draft copy of Application for Payment seven days prior to due date for review by Architect.
- C. Application for Payment Forms: Use AIA Document G702 and AIA Document G703 as form for Applications for Payment.
- D. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Architect will return incomplete applications without action.
 1. Entries shall match data on the schedule of values and Contractor's construction schedule. Use updated schedules if revisions were made.
 2. Include amounts for work completed following previous Application for Payment, whether or not payment has been received. Include only amounts for work completed at time of Application for Payment.
 3. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
 4. Indicate separate amounts for work being carried out under Owner-requested project acceleration.
- E. Stored Materials: Include in Application for Payment amounts applied for materials or equipment purchased or fabricated and stored, but not yet installed. Differentiate between items stored on-site and items stored off-site.
 1. Provide certificate of insurance, evidence of transfer of title to Owner, and consent of surety to payment, for stored materials.

2. Provide supporting documentation that verifies amount requested, such as paid invoices. Match amount requested with amounts indicated on documentation; do not include overhead and profit on stored materials.
 3. Provide summary documentation for stored materials indicating the following:
 - a. Value of materials previously stored and remaining stored as of date of previous Applications for Payment.
 - b. Value of previously stored materials put in place after date of previous Application for Payment and on or before date of current Application for Payment.
 - c. Value of materials stored since date of previous Application for Payment and remaining stored as of date of current Application for Payment.
- F. Transmittal: Submit five (5) signed and notarized original copies of each Application for Payment to Architect by a method ensuring receipt within 24 hours. One copy shall include waivers of lien and similar attachments if required.
1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.
- G. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's liens from subcontractors, sub-subcontractors, and suppliers for construction period covered by the previous application.
1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
 2. When an application shows completion of an item, submit conditional final or full waivers.
 3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
 4. Submit final Application for Payment with or preceded by conditional final waivers from every entity involved with performance of the Work covered by the application who is lawfully entitled to a lien.
 5. Waiver Forms: Submit executed waivers of lien on forms, acceptable to Owner.
- H. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
1. List of subcontractors.
 2. Schedule of values.
 3. Contractor's construction schedule (preliminary if not final).
 4. Products list (preliminary if not final).
 5. Schedule of unit prices.
 6. Submittal schedule (preliminary if not final).
 7. List of Contractor's staff assignments.
 8. List of Contractor's principal consultants.
 9. Copies of building permits.
 10. Report of preconstruction conference.
 11. Certificates of insurance and insurance policies.
 12. Performance and payment bonds.

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- I. Application for Payment at Substantial Completion: After Architect issues the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.
 1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
 2. This application shall reflect Certificate(s) of Substantial Completion issued previously for Owner occupancy of designated portions of the Work.

- J. Final Payment Application: After completing Project closeout requirements, submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
 1. Evidence of completion of Project closeout requirements.
 2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
 3. Updated final statement, accounting for final changes to the Contract Sum.
 4. AIA Document G706A, "Contractor's Affidavit of Release of Liens."
 5. AIA Document G707, "Consent of Surety to Final Payment."
 6. Evidence that claims have been settled.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012900

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SECTION 013100 - PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
 - 1. General coordination procedures.
 - 2. Requests for Information (RFIs).
 - 3. Project meetings.
- B. Each contractor shall participate in coordination requirements. Certain areas of responsibility are assigned to a specific contractor.
- C. Related Requirements:
 - 1. Section 013200 "Construction Progress Documentation" for preparing and submitting Contractor's construction schedule.
 - 2. Section 017300 "Execution" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.
 - 3. Section 017700 "Closeout Procedures" for coordinating closeout of the Contract.

1.3 DEFINITIONS

- A. RFI: Request from Owner, Architect, or Contractor seeking information required by or clarifications of the Contract Documents.

1.4 INFORMATIONAL SUBMITTALS

- A. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:
 - 1. Name, address, and telephone number of entity performing subcontract or supplying products.
 - 2. Number and title of related Specification Section(s) covered by subcontract.
 - 3. Drawing number and detail references, as appropriate, covered by subcontract.

- B. Key Personnel Names: Within 5 days of starting construction operations, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including home, office, and cellular telephone numbers and e-mail addresses. Provide names, addresses, and telephone numbers of individuals assigned as alternates in the absence of individuals assigned to Project.
1. Post copies of list in project meeting room, in temporary field office, and by each temporary telephone. Keep list current at all times.

1.5 GENERAL COORDINATION PROCEDURES

- A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, included in different Sections, that depend on each other for proper installation, connection, and operation.
1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
 2. Coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair.
 3. Make adequate provisions to accommodate items scheduled for later installation.
- B. Coordination: Each contractor shall coordinate its construction operations with those of other contractors and entities to ensure efficient and orderly installation of each part of the Work. Each contractor shall coordinate its operations with operations, included in different Sections, that depend on each other for proper installation, connection, and operation.
1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
 2. Coordinate installation of different components with other contractors to ensure maximum performance and accessibility for required maintenance, service, and repair.
 3. Make adequate provisions to accommodate items scheduled for later installation.
- C. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.
1. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.
- D. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
1. Preparation of Contractor's construction schedule.
 2. Preparation of the schedule of values.

3. Installation and removal of temporary facilities and controls.
4. Delivery and processing of submittals.
5. Progress meetings.
6. Preinstallation conferences.
7. Project closeout activities.
8. Startup and adjustment of systems.

E. Conservation: Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials. Coordinate use of temporary utilities to minimize waste.

1. Salvage materials and equipment involved in performance of, but not actually incorporated into, the Work. See other Sections for disposition of salvaged materials that are designated as Owner's property.

1.6 REQUESTS FOR INFORMATION (RFIs)

A. General: Immediately on discovery of the need for additional information or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified.

1. Architect will return RFIs submitted to Architect by other entities controlled by Contractor with no response.
2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.

B. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:

1. Project name.
2. Project number.
3. Date.
4. Name of Contractor.
5. Name of Architect.
6. RFI number, numbered sequentially.
7. RFI subject.
8. Specification Section number and title and related paragraphs, as appropriate.
9. Drawing number and detail references, as appropriate.
10. Field dimensions and conditions, as appropriate.
11. Contractor's suggested resolution. If Contractor's suggested resolution impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
12. Contractor's signature.
13. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.
 - a. Include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments on attached sketches.

- C. RFI Forms: Software-generated form with substantially the same content as indicated above, acceptable to Architect.
1. Attachments shall be electronic files in Adobe Acrobat PDF format.
- D. Architect's Action: Architect will review each RFI, determine action required, and respond. Allow seven working days for Architect's response for each RFI. RFIs received by Architect after 1:00 p.m. will be considered as received the following working day.
1. The following Contractor-generated RFIs will be returned without action:
 - a. Requests for approval of submittals.
 - b. Requests for approval of substitutions.
 - c. Requests for approval of Contractor's means and methods.
 - d. Requests for coordination information already indicated in the Contract Documents.
 - e. Requests for adjustments in the Contract Time or the Contract Sum.
 - f. Requests for interpretation of Architect's actions on submittals.
 - g. Incomplete RFIs or inaccurately prepared RFIs.
 2. Architect's action may include a request for additional information, in which case Architect's time for response will date from time of receipt of additional information.
 3. Architect's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Section 012600 "Contract Modification Procedures."
 - a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect in writing within 10 days of receipt of the RFI response.
- E. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log weekly. Include the following:
1. Project name.
 2. Name and address of Contractor.
 3. Name and address of Architect.
 4. RFI number including RFIs that were returned without action or withdrawn.
 5. RFI description.
 6. Date the RFI was submitted.
 7. Date Architect's response was received.
- F. On receipt of Architect's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Architect within seven days if Contractor disagrees with response.
1. Identification of related Minor Change in the Work, Construction Change Directive, and Proposal Request, as appropriate.
 2. Identification of related Field Order, Work Change Directive, and Proposal Request, as appropriate.

1.7 PROJECT MEETINGS

- A. General: Schedule and conduct meetings and conferences at Project site unless otherwise indicated.
1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Architect of scheduled meeting dates and times.
 2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
 3. Minutes: Entity responsible for conducting meeting will record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner and Architect, within seven days of the meeting.
- B. Preconstruction Conference: Schedule and conduct a preconstruction conference before starting construction, at a time convenient to Owner and Architect, but no later than 10 days after execution of the Agreement.
1. Conduct the conference to review responsibilities and personnel assignments.
 2. Attendees: Authorized representatives of Owner, Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
 3. Agenda: Discuss items of significance that could affect progress, including the following:
 - a. Tentative construction schedule.
 - b. Phasing.
 - c. Critical work sequencing and long-lead items.
 - d. Designation of key personnel and their duties.
 - e. Lines of communications.
 - f. Procedures for processing field decisions and Change Orders.
 - g. Procedures for RFIs.
 - h. Procedures for testing and inspecting.
 - i. Procedures for processing Applications for Payment.
 - j. Distribution of the Contract Documents.
 - k. Submittal procedures.
 - l. Use of the premises and existing building.
 - m. Work restrictions.
 - n. Working hours.
 - o. Owner's occupancy requirements.
 - p. Responsibility for temporary facilities and controls.
 - q. Procedures for moisture and mold control.
 - r. Procedures for disruptions and shutdowns.
 - s. Construction waste management and recycling.
 - t. Parking availability.
 - u. Office, work, and storage areas.
 - v. Equipment deliveries and priorities.
 - w. First aid.
 - x. Security.
 - y. Progress cleaning.

4. Minutes: Entity responsible for conducting meeting will record and distribute meeting minutes.
- C. Preinstallation Conferences: Conduct a preinstallation conference at Project site before each construction activity that requires coordination with other construction.
1. Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise Architect and Owner of scheduled meeting dates.
 2. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration, including requirements for the following:
 - a. Contract Documents.
 - b. Options.
 - c. Related RFIs.
 - d. Related Change Orders.
 - e. Purchases.
 - f. Deliveries.
 - g. Submittals.
 - h. Review of mockups.
 - i. Possible conflicts.
 - j. Compatibility requirements.
 - k. Time schedules.
 - l. Weather limitations.
 - m. Manufacturer's written instructions.
 - n. Warranty requirements.
 - o. Compatibility of materials.
 - p. Acceptability of substrates.
 - q. Temporary facilities and controls.
 - r. Space and access limitations.
 - s. Regulations of authorities having jurisdiction.
 - t. Testing and inspecting requirements.
 - u. Installation procedures.
 - v. Coordination with other work.
 - w. Required performance results.
 - x. Protection of adjacent work.
 - y. Protection of construction and personnel.
 3. Record significant conference discussions, agreements, and disagreements, including required corrective measures and actions.
 4. Reporting: Distribute minutes of the meeting to each party present and to other parties requiring information.
 5. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.

- D. Project Closeout Conference: Schedule and conduct a project closeout conference, at a time convenient to Owner and Architect, but no later than 30 days prior to the scheduled date of Substantial Completion.
1. Conduct the conference to review requirements and responsibilities related to Project closeout.
 2. Attendees: Authorized representatives of Owner, Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the meeting. Participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
 3. Agenda: Discuss items of significance that could affect or delay Project closeout, including the following:
 - a. Procedures required prior to inspection for Substantial Completion and for final inspection for acceptance.
 - b. Submittal of written warranties.
 - c. Requirements for preparing operations and maintenance data.
 - d. Requirements for delivery of material samples, attic stock, and spare parts.
 - e. Requirements for demonstration and training.
 - f. Preparation of Contractor's punch list.
 - g. Procedures for processing Applications for Payment at Substantial Completion and for final payment.
 - h. Submittal procedures.
 - i. Owner's partial occupancy requirements.
 - j. Responsibility for removing temporary facilities and controls.
 4. Minutes: Entity conducting meeting will record and distribute meeting minutes.
- E. Progress Meetings: Conduct progress meetings at weekly intervals.
1. Coordinate dates of meetings with preparation of payment requests.
 2. Attendees: In addition to representatives of Owner and Architect, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
 3. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
 - a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
 - 1) Review schedule for next period.

- b. Review present and future needs of each entity present, including the following:
 - 1) Interface requirements.
 - 2) Sequence of operations.
 - 3) Status of submittals.
 - 4) Deliveries.
 - 5) Off-site fabrication.
 - 6) Access.
 - 7) Site utilization.
 - 8) Temporary facilities and controls.
 - 9) Progress cleaning.
 - 10) Quality and work standards.
 - 11) Status of correction of deficient items.
 - 12) Field observations.
 - 13) Status of RFIs.
 - 14) Status of proposal requests.
 - 15) Pending changes.
 - 16) Status of Change Orders.
 - 17) Pending claims and disputes.
 - 18) Documentation of information for payment requests.
4. Minutes: Entity responsible for conducting the meeting will record and distribute the meeting minutes to each party present and to parties requiring information.
 - a. Schedule Updating: Revise Contractor's construction schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013100

SECTION 013200 - CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:

1. Contractor's construction schedule.
2. Construction schedule updating reports.
3. Daily construction reports.
4. Site condition reports.
5. Special reports.

- B. Related Requirements:

1. Section 013300 "Submittal Procedures" for submitting schedules and reports.

1.3 DEFINITIONS

- A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction project. Activities included in a construction schedule consume time and resources.

1. Critical Activity: An activity on the critical path that must start and finish on the planned early start and finish times.
2. Predecessor Activity: An activity that precedes another activity in the network.
3. Successor Activity: An activity that follows another activity in the network.

- B. Critical Path: The longest connected chain of interdependent activities through the network schedule that establishes the minimum overall Project duration and contains no float.

- C. Event: The starting or ending point of an activity.

- D. Float: The measure of leeway in starting and completing an activity.

1. Float time is not for the exclusive use or benefit of either Owner or Contractor, but is a jointly owned, expiring Project resource available to both parties as needed to meet schedule milestones and Contract completion date.

2. Free float is the amount of time an activity can be delayed without adversely affecting the early start of the successor activity.
 3. Total float is the measure of leeway in starting or completing an activity without adversely affecting the planned Project completion date.
- E. Resource Loading: The allocation of manpower and equipment necessary for the completion of an activity as scheduled.

1.4 INFORMATIONAL SUBMITTALS

- A. Contractor's Construction Schedule: Initial schedule, of size required to display entire schedule for entire construction period.
1. Submit a working electronic copy of schedule, using software indicated, and labeled to comply with requirements for submittals. Include type of schedule (initial or updated) and date on label.
- B. Construction Schedule Updating Reports: Submit with Applications for Payment.
- C. Daily Construction Reports: Submit at weekly intervals.
- D. Site Condition Reports: Submit at time of discovery of differing conditions.

1.5 COORDINATION

- A. Coordinate Contractor's construction schedule with the schedule of values, submittal schedule, progress reports, payment requests, and other required schedules and reports.
1. Secure time commitments for performing critical elements of the Work from entities involved.
 2. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.

PART 2 - PRODUCTS

2.1 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL

- A. Time Frame: Extend schedule from date established for the Notice of Award to date of Final Completion.
1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.
- B. Activities: Treat each story or separate area as a separate numbered activity for each main element of the Work. Comply with the following:

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1. Activity Duration: Define activities so no activity is longer than 20 days, unless specifically allowed by Architect.
 2. Submittal Review Time: Include review and resubmittal times indicated in Section 013300 "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's construction schedule with submittal schedule.
 3. Substantial Completion: Indicate completion in advance of date established for Substantial Completion, and allow time for Architect's administrative procedures necessary for certification of Substantial Completion.
 4. Punch List and Final Completion: Include not more than 30 days for completion of punch list items and final completion.
- C. Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule, and show how the sequence of the Work is affected.
1. Phasing: Arrange list of activities on schedule by phase.
 2. Work Restrictions: Show the effect of the following items on the schedule:
 - a. Use of premises restrictions.
 - b. Limitations of continued occupancies.
 - c. Seasonal variations.
 - d. Environmental control.
 3. Work Stages: Indicate important stages of construction for each major portion of the Work, including, but not limited to, the following:
 - a. Submittals.
 - b. Mockups.
 - c. Fabrication.
 - d. Deliveries.
 - e. Installation.
 - f. Adjusting.
 - g. Curing.
 4. Construction Areas: Identify each major area of construction for each major portion of the Work. Indicate where each construction activity within a major area must be sequenced or integrated with other construction activities to provide for the following:
 - a. Substantial Completion.
- D. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, Substantial Completion, and final completion, and the following interim milestones:
1. Completion of Asbestos Abatement.

2.2 CONTRACTOR'S CONSTRUCTION SCHEDULE (GANTT CHART)

- A. Gantt-Chart Schedule: Submit a comprehensive, fully developed, horizontal, Gantt-chart-type, Contractor's construction schedule within 30 days of date established for the Notice of Award. Base schedule on the startup construction schedule and additional information received since the start of Project.
- B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line.
 - 1. For construction activities that require three months or longer to complete, indicate an estimated completion percentage in 10 percent increments within time bar.

2.3 REPORTS

- A. Daily Construction Reports: Prepare a daily construction report recording the following information concerning events at Project site:
 - 1. List of subcontractors at Project site.
 - 2. Approximate count of personnel at Project site.
 - 3. High and low temperatures and general weather conditions, including presence of rain or snow.
 - 4. Accidents.
 - 5. Meetings and significant decisions.
 - 6. Emergency procedures.
 - 7. Orders and requests of authorities having jurisdiction.
 - 8. Change Orders received and implemented.
 - 9. Partial completions and occupancies.
 - 10. Substantial Completions authorized.
- B. Site Condition Reports: Immediately on discovery of a difference between site conditions and the Contract Documents, prepare and submit a detailed report. Submit with a Request for Information. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

PART 3 - EXECUTION

3.1 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Contractor's Construction Schedule Updating: At monthly intervals, update schedule to reflect actual construction progress and activities. Issue schedule one week before each regularly scheduled progress meeting.
 - 1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.

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2. As the Work progresses, indicate final completion percentage for each activity.
- B. Distribution: Distribute copies of approved schedule to Architect, Owner, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.
1. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

END OF SECTION 013200

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SECTION 013300 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes requirements for the submittal schedule and administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.
- B. Related Requirements:
 - 1. Section 012900 "Payment Procedures" for submitting Applications for Payment and the schedule of values.
 - 2. Section 013200 "Construction Progress Documentation" for submitting schedules and reports, including Contractor's construction schedule.

1.3 DEFINITIONS

- A. Action Submittals: Written and graphic information and physical samples that require Architect's responsive action. Action submittals are those submittals indicated in individual Specification Sections as "action submittals."
- B. Informational Submittals: Written and graphic information and physical samples that do not require Architect's responsive action. Submittals may be rejected for not complying with requirements. Informational submittals are those submittals indicated in individual Specification Sections as "informational submittals."

1.4 SUBMITTAL ADMINISTRATIVE REQUIREMENTS

- A. Architect's Digital Data Files: Electronic digital data files of the Contract Drawings will not be provided by Architect for Contractor's use in preparing submittals.
- B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
 - 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
 - 2. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.

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3. Submit action submittals and informational submittals required by the same Specification Section as separate packages under separate transmittals.
 4. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
 - a. Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- C. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
1. Initial Review: Allow 15 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect will advise Contractor when a submittal being processed must be delayed for coordination.
 2. Resubmittal Review: Allow 15 days for review of each resubmittal.
 3. Sequential Review: Where sequential review of submittals by Architect's consultants, Owner, or other parties is indicated, allow 21 days for initial review of each submittal.
- D. Paper Submittals: Place a permanent label or title block on each submittal item for identification.
1. Indicate name of firm or entity that prepared each submittal on label or title block.
 2. Provide a space approximately 6 by 8 inches on label or beside title block to record Contractor's review and approval markings and action taken by Architect.
 3. Include the following information for processing and recording action taken:
 - a. Project name.
 - b. Date.
 - c. Name of Architect.
 - d. Name of Construction Manager.
 - e. Name of Contractor.
 - f. Name of subcontractor.
 - g. Name of supplier.
 - h. Name of manufacturer.
 - i. Submittal number or other unique identifier, including revision identifier.
 - j. Number and title of appropriate Specification Section.
 - k. Drawing number and detail references, as appropriate.
 - l. Location(s) where product is to be installed, as appropriate.
 - m. Other necessary identification.
 4. Additional Paper Copies: Unless additional copies are required for final submittal, and unless Architect observes noncompliance with provisions in the Contract Documents, initial submittal may serve as final submittal.
 - a. Submit one copy of submittal to concurrent reviewer in addition to specified number of copies to Architect.

5. Transmittal for Paper Submittals: Assemble each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. Architect will return without review submittals received from sources other than Contractor.
 - a. Transmittal Form for Paper Submittals: Provide locations on form for the following information:
 - 1) Project name.
 - 2) Date.
 - 3) Destination (To:).
 - 4) Source (From:).
 - 5) Name of Contractor.
 - 6) Names of subcontractor, manufacturer, and supplier.
 - 7) Category and type of submittal.
 - 8) Submittal purpose and description.
 - 9) Specification Section number and title.
 - 10) Transmittal number.
 - 11) Submittal and transmittal distribution record.
 - 12) Remarks.
 - 13) Signature of transmitter.
- E. Options: Identify options requiring selection by Architect.
- F. Deviations and Additional Information: On an attached separate sheet, prepared on Contractor's letterhead, record relevant information, requests for data, revisions other than those requested by Architect on previous submittals, and deviations from requirements in the Contract Documents, including minor variations and limitations. Include same identification information as related submittal.
- G. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
 1. Note date and content of previous submittal.
 2. Note date and content of revision in label or title block and clearly indicate extent of revision.
 3. Resubmit submittals until they are marked with approval notation from Architect's action stamp.
- H. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- I. Use for Construction: Retain complete copies of submittals on Project site. Use only final action submittals that are marked with approval notation from Architect's action stamp.

PART 2 - PRODUCTS

2.1 SUBMITTAL PROCEDURES

- A. General Submittal Procedure Requirements: Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.
1. Action Submittals: Submit four paper copies of each submittal unless otherwise indicated. Architect, will return two copies.
 2. Informational Submittals: Submit two paper copies of each submittal unless otherwise indicated. Architect will not return copies.
 3. Certificates and Certifications Submittals: Provide a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.
 - a. Provide a digital signature with digital certificate on electronically submitted certificates and certifications where indicated.
 - b. Provide a notarized statement on original paper copy certificates and certifications where indicated.
- B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
1. If information must be specially prepared for submittal because standard published data are not suitable for use, submit as Shop Drawings, not as Product Data.
 2. Mark each copy of each submittal to show which products and options are applicable.
 3. Include the following information, as applicable:
 - a. Manufacturer's catalog cuts.
 - b. Manufacturer's product specifications.
 - c. Standard color charts.
 - d. Statement of compliance with specified referenced standards.
 - e. Testing by recognized testing agency.
 - f. Application of testing agency labels and seals.
 - g. Notation of coordination requirements.
 - h. Availability and delivery time information.
 4. Submit Product Data before or concurrent with Samples.
 5. Submit Product Data in the following format:
 - a. PDF electronic file.
 - b. Four paper copies of Product Data unless otherwise indicated. Architect, will return two copies.
- C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.

1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
 - a. Identification of products.
 - b. Schedules.
 - c. Compliance with specified standards.
 - d. Notation of coordination requirements.
 - e. Notation of dimensions established by field measurement.
 - f. Relationship and attachment to adjoining construction clearly indicated.
 - g. Seal and signature of professional engineer if specified.
 2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches, but no larger than 30 by 42 inches.
 3. Submit Shop Drawings in the following format:
 - a. Four opaque copies of each submittal. Architect will retain two copies; remainder will be returned.
- D. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.
1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
 2. Identification: Attach label on unexposed side of Samples that includes the following:
 - a. Generic description of Sample.
 - b. Product name and name of manufacturer.
 - c. Sample source.
 - d. Number and title of applicable Specification Section.
 - e. Specification paragraph number and generic name of each item.
 3. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
 - a. Number of Samples: Submit one full set(s) of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect will return submittal with options selected.
 4. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.

- a. Number of Samples: Submit three sets of Samples. Architect will retain two Sample sets; remainder will be returned.
- E. Contractor's Construction Schedule: Comply with requirements specified in Section 013200 "Construction Progress Documentation."
- F. Application for Payment and Schedule of Values: Comply with requirements specified in Section 012900 "Payment Procedures."
- G. Closeout Submittals and Maintenance Material Submittals: Comply with requirements specified in Section 017700 "Closeout Procedures."
- H. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of architects and owners, and other information specified.
- I. Installer Certificates: Submit written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
- J. Manufacturer Certificates: Submit written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.

PART 3 - EXECUTION

3.1 CONTRACTOR'S REVIEW

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

3.2 ARCHITECT'S ACTION

- A. Action Submittals: Architect will review each submittal, make marks to indicate corrections or revisions required, and return it. Architect will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action, as follows:
 1. Approved: When the Architect marks a submittal "Approved", the Work covered by the submittal may proceed provided it complies with requirements of the Contract Documents. Final Payment depends on that compliance.

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2. **Furnish as Corrected:** When the Architect marks a submittal "Furnish as Corrected", the Work covered by the submittal may proceed provided it complies with notations on the submittal and requirements of the Contract Documents. Final Payment depends on that compliance.
 3. **Revise and Resubmit:** When the Architect marks a submittal "Revise and Resubmit", do not proceed with the Work covered by the submittal. Revise or prepare a new submittal responding to the notations. Resubmit without delay.
 - a. Do not use, or allow others to use, submittals marked "Revise and Resubmit" at the Project Site or elsewhere where the Work is in progress.
 4. **Rejected:** When the Architect marks a submittal "Rejected", do not proceed with the Work covered by the submittal. Revise or prepare a new submittal according to the Contract Documents. Resubmit without delay. Repeat if necessary to obtain different action mark.
 - a. Do not use, or allow others to use, submittals marked "Rejected" at the Project Site or elsewhere where the Work is in progress.
 5. .
- B. **Informational Submittals:** Architect will review each submittal and will not return it, or will return it if it does not comply with requirements. Architect will forward each submittal to appropriate party.
- C. **Partial submittals prepared for a portion of the Work will be reviewed when use of partial submittals has received prior approval from Architect.**
- D. **Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.**
- E. **Submittals not required by the Contract Documents may be returned by the Architect without action.**

END OF SECTION 013300

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SECTION 014200 - REFERENCES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 DEFINITIONS

- A. General: Basic Contract definitions are included in the Conditions of the Contract.
- B. "Approved": When used to convey Architect's action on Contractor's submittals, applications, and requests, "approved" is limited to Architect's duties and responsibilities as stated in the Conditions of the Contract.
- C. "Directed": A command or instruction by Architect. Other terms including "requested," "authorized," "selected," "required," and "permitted" have the same meaning as "directed."
- D. "Indicated": Requirements expressed by graphic representations or in written form on Drawings, in Specifications, and in other Contract Documents. Other terms including "shown," "noted," "scheduled," and "specified" have the same meaning as "indicated."
- E. "Regulations": Laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the Work.
- F. "Furnish": Supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.
- G. "Install": Unload, temporarily store, unpack, assemble, erect, place, anchor, apply, work to dimension, finish, cure, protect, clean, and similar operations at Project site.
- H. "Provide": Furnish and install, complete and ready for the intended use.
- I. "Project Site": Space available for performing construction activities. The extent of Project site is shown on Drawings and may or may not be identical with the description of the land on which Project is to be built.

1.3 INDUSTRY STANDARDS

- A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied

directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.

- B. Publication Dates: Comply with standards in effect as of date of the Contract Documents unless otherwise indicated.
- C. Copies of Standards: Each entity engaged in construction on Project should be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.
 - 1. Where copies of standards are needed to perform a required construction activity, obtain copies directly from publication source.

1.4 ABBREVIATIONS AND ACRONYMS

- A. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities indicated in Gale's "Encyclopedia of Associations: National Organizations of the U.S." or in Columbia Books' "National Trade & Professional Associations of the United States."
- B. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. This information is subject to change and is believed to be accurate as of the date of the Contract Documents.
 - 1. AABC - Associated Air Balance Council; www.aabc.com.
 - 2. AAMA - American Architectural Manufacturers Association; www.aamanet.org.
 - 3. AAPFCO - Association of American Plant Food Control Officials; www.aapfco.org.
 - 4. AASHTO - American Association of State Highway and Transportation Officials; www.transportation.org.
 - 5. AATCC - American Association of Textile Chemists and Colorists; www.aatcc.org.
 - 6. ABMA - American Bearing Manufacturers Association; www.americanbearings.org.
 - 7. ACI - American Concrete Institute; (Formerly: ACI International); www.concrete.org.
 - 8. ACPA - American Concrete Pipe Association; www.concrete-pipe.org.
 - 9. AEIC - Association of Edison Illuminating Companies, Inc. (The); www.aeic.org.
 - 10. AF&PA - American Forest & Paper Association; www.afandpa.org.
 - 11. AGA - American Gas Association; www.aga.org.
 - 12. AHAM - Association of Home Appliance Manufacturers; www.aham.org.
 - 13. AHRI - Air-Conditioning, Heating, and Refrigeration Institute (The); www.ahrinet.org.
 - 14. AI - Asphalt Institute; www.asphaltinstitute.org.
 - 15. AIA - American Institute of Architects (The); www.aia.org.
 - 16. AISC - American Institute of Steel Construction; www.aisc.org.
 - 17. AISI - American Iron and Steel Institute; www.steel.org.
 - 18. AITC - American Institute of Timber Construction; www.aitc-glulam.org.
 - 19. AMCA - Air Movement and Control Association International, Inc.; www.amca.org.
 - 20. ANSI - American National Standards Institute; www.ansi.org.
 - 21. AOSA - Association of Official Seed Analysts, Inc.; www.aosaseed.com.
 - 22. APA - APA - The Engineered Wood Association; www.apawood.org.

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23. APA - Architectural Precast Association; www.archprecast.org.
24. API - American Petroleum Institute; www.api.org.
25. ARI - Air-Conditioning & Refrigeration Institute; (See AHRI).
26. ARI - American Refrigeration Institute; (See AHRI).
27. ARMA - Asphalt Roofing Manufacturers Association; www.asphaltroofing.org.
28. ASCE - American Society of Civil Engineers; www.asce.org.
29. ASCE/SEI - American Society of Civil Engineers/Structural Engineering Institute; (See ASCE).
30. ASHRAE - American Society of Heating, Refrigerating and Air-Conditioning Engineers; www.ashrae.org.
31. ASME - ASME International; (American Society of Mechanical Engineers); www.asme.org.
32. ASSE - American Society of Safety Engineers (The); www.asse.org.
33. ASSE - American Society of Sanitary Engineering; www.asse-plumbing.org.
34. ASTM - ASTM International; (American Society for Testing and Materials International); www.astm.org.
35. ATIS - Alliance for Telecommunications Industry Solutions; www.atis.org.
36. AWEA - American Wind Energy Association; www.awea.org.
37. AWI - Architectural Woodwork Institute; www.awinet.org.
38. AWMAC - Architectural Woodwork Manufacturers Association of Canada; www.awmac.com.
39. AWPA - American Wood Protection Association; (Formerly: American Wood-Preservers' Association); www.awpa.com.
40. AWS - American Welding Society; www.aws.org.
41. AWWA - American Water Works Association; www.awwa.org.
42. BHMA - Builders Hardware Manufacturers Association; www.buildershardware.com.
43. BIA - Brick Industry Association (The); www.gobrick.com.
44. BICSI - BICSI, Inc.; www.bicsi.org.
45. BIFMA - BIFMA International; (Business and Institutional Furniture Manufacturer's Association); www.bifma.com.
46. BISSC - Baking Industry Sanitation Standards Committee; www.bissc.org.
47. BOCA - BOCA; (Building Officials and Code Administrators International Inc.); (See ICC).
48. BWF - Badminton World Federation; (Formerly: International Badminton Federation); www.bwfbadminton.org.
49. CDA - Copper Development Association; www.copper.org.
50. CEA - Canadian Electricity Association; www.electricity.ca.
51. CEA - Consumer Electronics Association; www.ce.org.
52. CFFA - Chemical Fabrics & Film Association, Inc.; www.chemicalfabricsandfilm.com.
53. CFSEI - Cold-Formed Steel Engineers Institute; www.cfsei.org.
54. CGA - Compressed Gas Association; www.cganet.com.
55. CIMA - Cellulose Insulation Manufacturers Association; www.cellulose.org.
56. CISCA - Ceilings & Interior Systems Construction Association; www.cisca.org.
57. CISPI - Cast Iron Soil Pipe Institute; www.cispi.org.
58. CLFMI - Chain Link Fence Manufacturers Institute; www.chainlinkinfo.org.
59. CPA - Composite Panel Association; www.pbmdf.com.
60. CRI - Carpet and Rug Institute (The); www.carpet-rug.org.
61. CRRC - Cool Roof Rating Council; www.coolroofs.org.
62. CRSI - Concrete Reinforcing Steel Institute; www.crsi.org.

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63. CSA - Canadian Standards Association; www.csa.ca.
64. CSA - CSA International; (Formerly: IAS - International Approval Services); www.csa-international.org.
65. CSI - Construction Specifications Institute (The); www.csinet.org.
66. CSSB - Cedar Shake & Shingle Bureau; www.cedarbureau.org.
67. CTI - Cooling Technology Institute; (Formerly: Cooling Tower Institute); www.cti.org.
68. CWC - Composite Wood Council; (See CPA).
69. DASMA - Door and Access Systems Manufacturers Association; www.dasma.com.
70. DHI - Door and Hardware Institute; www.dhi.org.
71. ECA - Electronic Components Association; www.ec-central.org.
72. ECAMA - Electronic Components Assemblies & Materials Association; (See ECA).
73. EIA - Electronic Industries Alliance; (See TIA).
74. EIMA - EIFS Industry Members Association; www.eima.com.
75. EJMA - Expansion Joint Manufacturers Association, Inc.; www.ejma.org.
76. ESD - ESD Association; (Electrostatic Discharge Association); www.esda.org.
77. ESTA - Entertainment Services and Technology Association; (See PLASA).
78. EVO - Efficiency Valuation Organization; www.evo-world.org.
79. FIBA - Federation Internationale de Basketball; (The International Basketball Federation); www.fiba.com.
80. FIVB - Federation Internationale de Volleyball; (The International Volleyball Federation); www.fivb.org.
81. FM Approvals - FM Approvals LLC; www.fmglobal.com.
82. FM Global - FM Global; (Formerly: FMG - FM Global); www.fmglobal.com.
83. FRSA - Florida Roofing, Sheet Metal & Air Conditioning Contractors Association, Inc.; www.floridarroof.com.
84. FSA - Fluid Sealing Association; www.fluidsealing.com.
85. FSC - Forest Stewardship Council U.S.; www.fscus.org.
86. GA - Gypsum Association; www.gypsum.org.
87. GANA - Glass Association of North America; www.glasswebsite.com.
88. GS - Green Seal; www.greenseal.org.
89. HI - Hydraulic Institute; www.pumps.org.
90. HI/GAMA - Hydronics Institute/Gas Appliance Manufacturers Association; (See AHRI).
91. HMMA - Hollow Metal Manufacturers Association; (See NAAMM).
92. HPVA - Hardwood Plywood & Veneer Association; www.hpva.org.
93. HPW - H. P. White Laboratory, Inc.; www.hpwhite.com.
94. IAPSC - International Association of Professional Security Consultants; www.iapsc.org.
95. IAS - International Approval Services; (See CSA).
96. ICBO - International Conference of Building Officials; (See ICC).
97. ICC - International Code Council; www.iccsafe.org.
98. ICEA - Insulated Cable Engineers Association, Inc.; www.icea.net.
99. ICPA - International Cast Polymer Alliance; www.icpa-hq.org.
100. ICRI - International Concrete Repair Institute, Inc.; www.icri.org.
101. IEC - International Electrotechnical Commission; www.iec.ch.
102. IEEE - Institute of Electrical and Electronics Engineers, Inc. (The); www.ieee.org.
103. IES - Illuminating Engineering Society; (Formerly: Illuminating Engineering Society of North America); www.ies.org.
104. IESNA - Illuminating Engineering Society of North America; (See IES).
105. IEST - Institute of Environmental Sciences and Technology; www.iest.org.
106. IGMA - Insulating Glass Manufacturers Alliance; www.igmaonline.org.

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107. IGSHPA - International Ground Source Heat Pump Association; www.igshpa.okstate.edu.
108. ILI - Indiana Limestone Institute of America, Inc.; www.iliai.com.
109. Intertek - Intertek Group; (Formerly: ETL SEMCO; Intertek Testing Service NA); www.intertek.com.
110. ISA - International Society of Automation (The); (Formerly: Instrumentation, Systems, and Automation Society); www.isa.org.
111. ISAS - Instrumentation, Systems, and Automation Society (The); (See ISA).
112. ISFA - International Surface Fabricators Association; (Formerly: International Solid Surface Fabricators Association); www.isfanow.org.
113. ISO - International Organization for Standardization; www.iso.org.
114. ISSFA - International Solid Surface Fabricators Association; (See ISFA).
115. ITU - International Telecommunication Union; www.itu.int/home.
116. KCMA - Kitchen Cabinet Manufacturers Association; www.kcma.org.
117. LMA - Laminating Materials Association; (See CPA).
118. LPI - Lightning Protection Institute; www.lightning.org.
119. MBMA - Metal Building Manufacturers Association; www.mbma.com.
120. MCA - Metal Construction Association; www.metalconstruction.org.
121. MFMA - Maple Flooring Manufacturers Association, Inc.; www.maplefloor.org.
122. MFMA - Metal Framing Manufacturers Association, Inc.; www.metalframingmfg.org.
123. MHIA - Material Handling Industry of America; www.mhia.org.
124. MIA - Marble Institute of America; www.marble-institute.com.
125. MMPA - Moulding & Millwork Producers Association; (Formerly: Wood Moulding & Millwork Producers Association); www.wmmpa.com.
126. MPI - Master Painters Institute; www.paintinfo.com.
127. MSS - Manufacturers Standardization Society of The Valve and Fittings Industry Inc.; www.mss-hq.org.
128. NAAMM - National Association of Architectural Metal Manufacturers; www.naamm.org.
129. NACE - NACE International; (National Association of Corrosion Engineers International); www.nace.org.
130. NADCA - National Air Duct Cleaners Association; www.nadca.com.
131. NAIMA - North American Insulation Manufacturers Association; www.naima.org.
132. NBGQA - National Building Granite Quarries Association, Inc.; www.nbgqa.com.
133. NCAA - National Collegiate Athletic Association (The); www.ncaa.org.
134. NCMA - National Concrete Masonry Association; www.ncma.org.
135. NEBB - National Environmental Balancing Bureau; www.nebb.org.
136. NECA - National Electrical Contractors Association; www.necanet.org.
137. NeLMA - Northeastern Lumber Manufacturers Association; www.nelma.org.
138. NEMA - National Electrical Manufacturers Association; www.nema.org.
139. NETA - InterNational Electrical Testing Association; www.netaworld.org.
140. NFHS - National Federation of State High School Associations; www.nfhs.org.
141. NFPA - NFPA; (National Fire Protection Association); www.nfpa.org.
142. NFPA - NFPA International; (See NFPA).
143. NFRC - National Fenestration Rating Council; www.nfrc.org.
144. NHLA - National Hardwood Lumber Association; www.nhla.com.
145. NLGA - National Lumber Grades Authority; www.nlga.org.
146. NOFMA - National Oak Flooring Manufacturers Association; (See NWFA).
147. NOMMA - National Ornamental & Miscellaneous Metals Association; www.nomma.org.
148. NRCA - National Roofing Contractors Association; www.nrca.net.
149. NRMCA - National Ready Mixed Concrete Association; www.nrmca.org.

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150. NSF - NSF International; (National Sanitation Foundation International); www.nsf.org.
151. NSPE - National Society of Professional Engineers; www.nspe.org.
152. NSSGA - National Stone, Sand & Gravel Association; www.nssga.org.
153. NTMA - National Terrazzo & Mosaic Association, Inc. (The); www.ntma.com.
154. NWFA - National Wood Flooring Association; www.nwfa.org.
155. PCI - Precast/Prestressed Concrete Institute; www.pci.org.
156. PDI - Plumbing & Drainage Institute; www.pdionline.org.
157. PLASA - PLASA; (Formerly: ESTA - Entertainment Services and Technology Association); www.plasa.org.
158. RCSC - Research Council on Structural Connections; www.boltcouncil.org.
159. RFCI - Resilient Floor Covering Institute; www.rfci.com.
160. RIS - Redwood Inspection Service; www.redwoodinspection.com.
161. SAE - SAE International; (Society of Automotive Engineers); www.sae.org.
162. SCTE - Society of Cable Telecommunications Engineers; www.scte.org.
163. SDI - Steel Deck Institute; www.sdi.org.
164. SDI - Steel Door Institute; www.steeldoor.org.
165. SEFA - Scientific Equipment and Furniture Association; www.sefalabs.com.
166. SEI/ASCE - Structural Engineering Institute/American Society of Civil Engineers; (See ASCE).
167. SIA - Security Industry Association; www.siaonline.org.
168. SJI - Steel Joist Institute; www.steeljoist.org.
169. SMA - Screen Manufacturers Association; www.smainfo.org.
170. SMACNA - Sheet Metal and Air Conditioning Contractors' National Association; www.smacna.org.
171. SMPTE - Society of Motion Picture and Television Engineers; www.smpte.org.
172. SPFA - Spray Polyurethane Foam Alliance; www.sprayfoam.org.
173. SPIB - Southern Pine Inspection Bureau; www.spib.org.
174. SPRI - Single Ply Roofing Industry; www.spri.org.
175. SRCC - Solar Rating and Certification Corporation; www.solar-rating.org.
176. SSINA - Specialty Steel Industry of North America; www.ssina.com.
177. SSPC - SSPC: The Society for Protective Coatings; www.sspc.org.
178. STI - Steel Tank Institute; www.steeltank.com.
179. SWI - Steel Window Institute; www.steelwindows.com.
180. SWPA - Submersible Wastewater Pump Association; www.swpa.org.
181. TCA - Tilt-Up Concrete Association; www.tilt-up.org.
182. TCNA - Tile Council of North America, Inc.; (Formerly: Tile Council of America); www.tileusa.com.
183. TEMA - Tubular Exchanger Manufacturers Association, Inc.; www.tema.org.
184. TIA - Telecommunications Industry Association; (Formerly: TIA/EIA - Telecommunications Industry Association/Electronic Industries Alliance); www.tiaonline.org.
185. TIA/EIA - Telecommunications Industry Association/Electronic Industries Alliance; (See TIA).
186. TMS - The Masonry Society; www.masonrysociety.org.
187. TPI - Truss Plate Institute; www.tpinst.org.
188. TPI - Turfgrass Producers International; www.turfgrasssod.org.
189. TRI - Tile Roofing Institute; www.tilerroofing.org.
190. UBC - Uniform Building Code; (See ICC).
191. UL - Underwriters Laboratories Inc.; www.ul.com.

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192. UNI - Uni-Bell PVC Pipe Association; www.uni-bell.org.
193. USAV - USA Volleyball; www.usavolleyball.org.
194. USGBC - U.S. Green Building Council; www.usgbc.org.
195. USITT - United States Institute for Theatre Technology, Inc.; www.usitt.org.
196. WASTEC - Waste Equipment Technology Association; www.wastec.org.
197. WCLIB - West Coast Lumber Inspection Bureau; www.wclib.org.
198. WCMA - Window Covering Manufacturers Association; www.wcmanet.org.
199. WDMA - Window & Door Manufacturers Association; www.wdma.com.
200. WI - Woodwork Institute; (Formerly: WIC - Woodwork Institute of California); www.wicnet.org.
201. WMMPA - Wood Moulding & Millwork Producers Association; (See MMPA).
202. WSRCA - Western States Roofing Contractors Association; www.wsrca.com.
203. WPA - Western Wood Products Association; www.wwpa.org.

C. Code Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. This information is believed to be accurate as of the date of the Contract Documents.

1. DIN - Deutsches Institut fur Normung e.V.; www.din.de.
2. IAPMO - International Association of Plumbing and Mechanical Officials; www.iapmo.org.
3. ICC - International Code Council; www.iccsafe.org.
4. ICC-ES - ICC Evaluation Service, LLC; www.icc-es.org.

D. Federal Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Information is subject to change and is up-to-date as of the date of the Contract Documents.

1. COE - Army Corps of Engineers; www.usace.army.mil.
2. CPSC - Consumer Product Safety Commission; www.cpsc.gov.
3. DOC - Department of Commerce; National Institute of Standards and Technology; www.nist.gov.
4. DOD - Department of Defense; <http://dodssp.daps.dla.mil>.
5. DOE - Department of Energy; www.energy.gov.
6. EPA - Environmental Protection Agency; www.epa.gov.
7. FAA - Federal Aviation Administration; www.faa.gov.
8. FG - Federal Government Publications; www.gpo.gov.
9. GSA - General Services Administration; www.gsa.gov.
10. HUD - Department of Housing and Urban Development; www.hud.gov.
11. LBL - Lawrence Berkeley National Laboratory; Environmental Energy Technologies Division; <http://eetd.lbl.gov>.
12. OSHA - Occupational Safety & Health Administration; www.osha.gov.
13. SD - Department of State; www.state.gov.
14. TRB - Transportation Research Board; National Cooperative Highway Research Program; www.trb.org.
15. USDA - Department of Agriculture; Agriculture Research Service; U.S. Salinity Laboratory; www.ars.usda.gov.
16. USDA - Department of Agriculture; Rural Utilities Service; www.usda.gov.

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17. USDJ - Department of Justice; Office of Justice Programs; National Institute of Justice; www.ojp.usdoj.gov.
18. USP - U.S. Pharmacopeia; www.usp.org.
19. USPS - United States Postal Service; www.usps.com.

E. Standards and Regulations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the standards and regulations in the following list. This information is subject to change and is believed to be accurate as of the date of the Contract Documents.

1. CFR - Code of Federal Regulations; Available from Government Printing Office; www.gpo.gov/fdsys.
2. DOD - Department of Defense; Military Specifications and Standards; Available from Department of Defense Single Stock Point; <http://dodssp.daps.dla.mil>.
3. DSCC - Defense Supply Center Columbus; (See FS).
4. FED-STD - Federal Standard; (See FS).
5. FS - Federal Specification; Available from Department of Defense Single Stock Point; <http://dodssp.daps.dla.mil>.
 - a. Available from Defense Standardization Program; www.dsp.dla.mil.
 - b. Available from General Services Administration; www.gsa.gov.
 - c. Available from National Institute of Building Sciences/Whole Building Design Guide; www.wbdg.org/ccb.
6. MILSPEC - Military Specification and Standards; (See DOD).
7. USAB - United States Access Board; www.access-board.gov.
8. USATBCB - U.S. Architectural & Transportation Barriers Compliance Board; (See USAB).

F. State Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. This information is subject to change and is believed to be accurate as of the date of the Contract Documents.

1. CBHF - State of California; Department of Consumer Affairs; Bureau of Electronic Appliance and Repair, Home Furnishings and Thermal Insulation; www.bearhfti.ca.gov.
2. CCR - California Code of Regulations; Office of Administrative Law; California Title 24 Energy Code; www.calregs.com.
3. CDHS - California Department of Health Services; (See CDPH).
4. CDPH - California Department of Public Health; Indoor Air Quality Program; www.cal-iaq.org.
5. CPUC - California Public Utilities Commission; www.cpuc.ca.gov.
6. SCAQMD - South Coast Air Quality Management District; www.aqmd.gov.
7. TFS - Texas Forest Service; Forest Resource Development and Sustainable Forestry; <http://txforests-service.tamu.edu>.

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PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 014200

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SECTION 015000 - TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes requirements for temporary utilities, support facilities, and security and protection facilities.
- B. Related Requirements:
 - 1. Section 011000 "Summary" for work restrictions and limitations on utility interruptions.

1.3 USE CHARGES

- A. General: Installation and removal of and use charges for temporary facilities shall be included in the Contract Sum unless otherwise indicated. Allow other entities to use temporary services and facilities without cost, including, but not limited to, Owner, Architect, testing agencies, and authorities having jurisdiction.
- B. Water and Sewer Service from Existing System: Water from Owner's existing water system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.
- C. Electric Power Service from Existing System: Electric power from Owner's existing system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.

1.4 INFORMATIONAL SUBMITTALS

- A. Site Plan: Show temporary facilities, utility hookups, staging areas, and parking areas for construction personnel.
- B. Fire-Safety Program: Show compliance with requirements of NFPA 241 and authorities having jurisdiction. Indicate Contractor personnel responsible for management of fire-prevention program.
- C. Moisture-Protection Plan: Describe procedures and controls for protecting materials and construction from water absorption and damage.

1. Describe delivery, handling, and storage provisions for materials subject to water absorption or water damage.
2. Indicate procedures for discarding water-damaged materials, protocols for mitigating water intrusion into completed Work, and replacing water-damaged Work.
3. Indicate sequencing of work that requires water, such as sprayed fire-resistive materials, plastering, and terrazzo grinding, and describe plans for dealing with water from these operations. Show procedures for verifying that wet construction has dried sufficiently to permit installation of finish materials.

1.5 QUALITY ASSURANCE

- A. Accessible Temporary Egress: Comply with applicable provisions in the U.S. Architectural & Transportation Barriers Compliance Board's ADA-ABA Accessibility Guidelines and ICC/ANSI A117.1.

1.6 PROJECT CONDITIONS

- A. Temporary Use of Permanent Facilities: Engage Installer of each permanent service to assume responsibility for operation, maintenance, and protection of each permanent service during its use as a construction facility before Owner's acceptance, regardless of previously assigned responsibilities.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Portable Chain-Link Fencing: Minimum 2-inch, 0.148-inch-thick, galvanized-steel, chain-link fabric fencing; minimum 6 feet high with galvanized-steel pipe posts; minimum 2-3/8-inch-OD line posts and 2-7/8-inch-OD corner and pull posts, with 1-5/8-inch-OD top and bottom rails. Provide galvanized-steel bases for supporting posts.
- B. Polyethylene Sheet: Reinforced, fire-resistive sheet, 10-mil minimum thickness, with flame-spread rating of 15 or less per ASTM E 84 and passing NFPA 701 Test Method 2.

2.2 EQUIPMENT

- A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.
 - 1. Locate facilities to limit site disturbance as specified in Section 011000 "Summary."
- B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

3.2 TEMPORARY UTILITY INSTALLATION

- A. Water Service: Connect to Owner's existing water service facilities. Clean and maintain water service facilities in a condition acceptable to Owner. At Substantial Completion, restore these facilities to condition existing before initial use.
- B. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking water for use of construction personnel. Comply with requirements of authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.
- C. Isolation of Work Areas in Occupied Facilities: Prevent dust, fumes, and odors from entering occupied areas.
 - 1. Prior to commencing work, isolate the HVAC system in area where work is to be performed according to coordination drawings.
 - a. Disconnect supply and return ductwork in work area from HVAC systems servicing occupied areas.
 - 2. Maintain dust partitions during the Work. Use vacuum collection attachments on dust-producing equipment. Isolate limited work within occupied areas using portable dust-containment devices.
 - 3. Perform daily construction cleanup and final cleanup using approved, HEPA-filter-equipped vacuum equipment.
- D. Electric Power Service: Connect to Owner's existing electric power service. Maintain equipment in a condition acceptable to Owner.

3.3 SUPPORT FACILITIES INSTALLATION

- A. Traffic Controls: Comply with requirements of authorities having jurisdiction.
 - 1. Protect existing site improvements to remain including curbs, pavement, and utilities.
 - 2. Maintain access for fire-fighting equipment and access to fire hydrants.

- B. Parking: Use designated areas of Owner's existing parking areas for construction personnel.
- C. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction. Comply with progress cleaning requirements in Section 017300 "Execution."
- D. Lifts and Hoists: Provide facilities necessary for hoisting materials and personnel.
 - 1. Truck cranes and similar devices used for hoisting materials are considered "tools and equipment" and not temporary facilities.

3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Protection of Existing Facilities: Protect existing vegetation, equipment, structures, utilities, and other improvements at Project site and on adjacent properties, except those indicated to be removed or altered. Repair damage to existing facilities.
- B. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction as required to comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.
 - 1. Comply with work restrictions specified in Section 011000 "Summary."
- C. Tree and Plant Protection: Install temporary fencing located as indicated or outside the drip line of trees to protect vegetation from damage from construction operations. Protect tree root systems from damage, flooding, and erosion.
- D. Pest Control: Engage pest-control service to recommend practices to minimize attraction and harboring of rodents, roaches, and other pests and to perform extermination and control procedures at regular intervals so Project will be free of pests and their residues at Substantial Completion. Perform control operations lawfully, using environmentally safe materials.
- E. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.
- F. Temporary Egress: Maintain temporary egress from existing occupied facilities as indicated and as required by authorities having jurisdiction.
- G. Covered Walkway: Erect protective, covered walkway for passage of individuals through or adjacent to Project site. Coordinate with entrance gates, other facilities, and obstructions. Comply with regulations of authorities having jurisdiction and requirements indicated on Drawings.
 - 1. Construct covered walkways using sidewalk bridge type scaffolding with minimum 6'-0" clear walkway width by minimum 6'-8" clear walkway height. Covered walkways shall extend minimum 20'-0" away from overhead Work areas.
 - 2. Provide overhead decking, protective side-wall enclosures with full-height debris netting, handrails, barricades, warning signs, exit signs, lights, safe and well-drained walkways, and similar provisions for protection and safe passage.

3. Paint and maintain appearance of walkway for duration of the Work.

3.5 MOISTURE AND MOLD CONTROL

- A. Contractor's Moisture-Protection Plan: Avoid trapping water in finished work. Document visible signs of mold that may appear during construction.

3.6 OPERATION, TERMINATION, AND REMOVAL

- A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.
- B. Maintenance: Maintain facilities in good operating condition until removal.
 1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.
- C. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
 1. Materials and facilities that constitute temporary facilities are property of Contractor. Owner reserves right to take possession of Project identification signs.
 2. At Substantial Completion, repair, renovate, and clean permanent facilities used during construction period. Comply with final cleaning requirements specified in Section 017700 "Closeout Procedures."

END OF SECTION 015000

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SECTION 016000 - PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; and comparable products.
- B. Related Requirements:
 - 1. Section 014200 "References" for applicable industry standards for products specified.

1.3 DEFINITIONS

- A. Products: Items obtained for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
 - 1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature, that is current as of date of the Contract Documents.
 - 2. New Products: Items that have not previously been incorporated into another project or facility. Products salvaged or recycled from other projects are not considered new products.
 - 3. Comparable Product: Product that is demonstrated and approved through submittal process to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.
- B. Basis-of-Design Product Specification: A specification in which a specific manufacturer's product is named and accompanied by the words "basis-of-design product," including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of additional manufacturers named in the specification.

1.4 ACTION SUBMITTALS

- A. Comparable Product Requests: Submit request for consideration of each comparable product. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
 - 1. Include data to indicate compliance with the requirements specified in "Comparable Products" Article.
 - 2. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within one week of receipt of a comparable product request. Architect will notify Contractor of approval or rejection of proposed comparable product request within 15 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.
 - a. Form of Approval: As specified in Section 013300 "Submittal Procedures."
 - b. Use product specified if Architect does not issue a decision on use of a comparable product request within time allocated.
- B. Basis-of-Design Product Specification Submittal: Comply with requirements in Section 013300 "Submittal Procedures." Show compliance with requirements.

1.5 QUALITY ASSURANCE

- A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, select product compatible with products previously selected, even if previously selected products were also options.
 - 1. Each contractor is responsible for providing products and construction methods compatible with products and construction methods of other contractors.
 - 2. If a dispute arises between contractors over concurrently selectable but incompatible products, Architect will determine which products shall be used.

1.6 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft and vandalism. Comply with manufacturer's written instructions.
- B. Delivery and Handling:
 - 1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
 - 2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.

3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
4. Inspect products on delivery to determine compliance with the Contract Documents and to determine that products are undamaged and properly protected.

C. Storage:

1. Store products to allow for inspection and measurement of quantity or counting of units.
2. Store materials in a manner that will not endanger Project structure.
3. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.
4. Protect foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.
5. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
6. Protect stored products from damage and liquids from freezing.
7. Provide a secure location and enclosure at Project site for storage of materials and equipment by Owner's construction forces. Coordinate location with Owner.

1.7 PRODUCT WARRANTIES

- A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.
1. **Manufacturer's Warranty:** Written warranty furnished by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
 2. **Special Warranty:** Written warranty required by the Contract Documents to provide specific rights for Owner.
- B. **Special Warranties:** Prepare a written document that contains appropriate terms and identification, ready for execution.
1. **Manufacturer's Standard Form:** Modified to include Project-specific information and properly executed.
 2. **Specified Form:** When specified forms are included with the Specifications, prepare a written document using indicated form properly executed.
 3. See other Sections for specific content requirements and particular requirements for submitting special warranties.
- C. **Submittal Time:** Comply with requirements in Section 017700 "Closeout Procedures."

PART 2 - PRODUCTS

2.1 PRODUCT SELECTION PROCEDURES

- A. General Product Requirements: Provide products that comply with the Contract Documents, are undamaged and, unless otherwise indicated, are new at time of installation.
1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
 2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
 3. Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
 4. Where products are accompanied by the term "as selected," Architect will make selection.
 5. Descriptive, performance, and reference standard requirements in the Specifications establish salient characteristics of products.
 6. Or Equal: For products specified by name and accompanied by the term "or equal," or "or approved equal," or "or approved," comply with requirements in "Comparable Products" Article to obtain approval for use of an unnamed product.
- B. Product Selection Procedures:
1. Product: Where Specifications name a single manufacturer and product, provide the named product that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
 2. Manufacturer/Source: Where Specifications name a single manufacturer or source, provide a product by the named manufacturer or source that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
 3. Products:
 - a. Restricted List: Where Specifications include a list of names of both manufacturers and products, provide one of the products listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
 - b. Nonrestricted List: Where Specifications include a list of names of both available manufacturers and products, provide one of the products listed, or an unnamed product, that complies with requirements. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product.
 4. Manufacturers:
 - a. Restricted List: Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
 - b. Nonrestricted List: Where Specifications include a list of available manufacturers, provide a product by one of the manufacturers listed, or a product by an unnamed

manufacturer, that complies with requirements. Comply with requirements in "Comparable Products" Article for consideration of an unnamed manufacturer's product.

5. Basis-of-Design Product: Where Specifications name a product, or refer to a product indicated on Drawings, and include a list of manufacturers, provide the specified or indicated product or a comparable product by one of the other named manufacturers. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product by one of the other named manufacturers.
- C. Visual Matching Specification: Where Specifications require "match Architect's sample", provide a product that complies with requirements and matches Architect's sample. Architect's decision will be final on whether a proposed product matches.
1. If no product available within specified category matches and complies with other specified requirements, comply with requirements in Section 012500 "Substitution Procedures" for proposal of product.
- D. Visual Selection Specification: Where Specifications include the phrase "as selected by Architect from manufacturer's full range" or similar phrase, select a product that complies with requirements. Architect will select color, gloss, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.

2.2 COMPARABLE PRODUCTS

- A. Conditions for Consideration: Architect will consider Contractor's request for comparable product when the following conditions are satisfied. If the following conditions are not satisfied, Architect may return requests without action, except to record noncompliance with these requirements:
1. Evidence that the proposed product does not require revisions to the Contract Documents, that it is consistent with the Contract Documents and will produce the indicated results, and that it is compatible with other portions of the Work.
 2. Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant qualities include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
 3. Evidence that proposed product provides specified warranty.
 4. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners, if requested.
 5. Samples, if requested.

PART 3 - EXECUTION (Not Used)

END OF SECTION 016000

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SECTION 017300 - EXECUTION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes general administrative and procedural requirements governing execution of the Work including, but not limited to, the following:
 - 1. Construction layout.
 - 2. Installation of the Work.
 - 3. Cutting and patching.
 - 4. Progress cleaning.
 - 5. Protection of installed construction.
- B. Related Requirements:
 - 1. Section 011000 "Summary" for limits on use of Project site.
 - 2. Section 013300 "Submittal Procedures" for submitting surveys.

1.3 DEFINITIONS

- A. Cutting: Removal of in-place construction necessary to permit installation or performance of other work.
- B. Patching: Fitting and repair work required to restore construction to original conditions after installation of other work.

1.4 QUALITY ASSURANCE

- A. Cutting and Patching: Comply with requirements for and limitations on cutting and patching of construction elements.
 - 1. Structural Elements: When cutting and patching structural elements, notify Architect of locations and details of cutting and await directions from Architect before proceeding. Shore, brace, and support structural elements during cutting and patching. Do not cut and patch structural elements in a manner that could change their load-carrying capacity or increase deflection

2. Visual Elements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch exposed construction in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.
- B. Manufacturer's Installation Instructions: Obtain and maintain on-site manufacturer's written recommendations and instructions for installation of products and equipment.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examination and Acceptance of Conditions: Before proceeding with each component of the Work, examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
1. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
 2. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
- B. Written Report: Where a written report listing conditions detrimental to performance of the Work is required by other Sections, include the following:
1. Description of the Work.
 2. List of detrimental conditions, including substrates.
 3. List of unacceptable installation tolerances.
 4. Recommended corrections.
- C. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.2 PREPARATION

- A. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
- B. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.

- C. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents caused by differing field conditions outside the control of Contractor, submit a request for information to Architect according to requirements in Section 013100 "Project Management and Coordination."

3.3 CONSTRUCTION LAYOUT

- A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks. If discrepancies are discovered, notify Architect promptly.

3.4 INSTALLATION

- A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
 - 1. Make vertical work plumb and make horizontal work level.
- B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
- C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.
- D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.
- E. Sequence the Work and allow adequate clearances to accommodate movement of construction items on site and placement in permanent locations.
- F. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.
- G. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.
- H. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

3.5 CUTTING AND PATCHING

- A. Cutting and Patching, General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
 - 1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.

- B. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
- C. Adjacent Occupied Areas: Where interference with use of adjoining areas or interruption of free passage to adjoining areas is unavoidable, coordinate cutting and patching according to requirements in Section 011000 "Summary."
- D. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
 - 1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots neatly to minimum size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
 - 2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
 - 3. Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
 - 4. Proceed with patching after construction operations requiring cutting are complete.
- E. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other work. Patch with durable seams that are as invisible as practicable. Provide materials and comply with installation requirements specified in other Sections, where applicable.
 - 1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate physical integrity of installation.
 - 2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will minimize evidence of patching and refinishing.
 - a. Clean piping, conduit, and similar features before applying paint or other finishing materials.
 - b. Restore damaged pipe covering to its original condition.
 - 3. Ceilings: Patch, repair, or rehang in-place ceilings as necessary to provide an even-plane surface of uniform appearance.
 - 4. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition and ensures thermal and moisture integrity of building enclosure.
- F. Cleaning: Clean areas and spaces where cutting and patching are performed. Remove paint, mortar, oils, putty, and similar materials from adjacent finished surfaces.

3.6 PROGRESS CLEANING

- A. General: Clean Project site and work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully.

1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
 2. Do not hold waste materials more than seven days during normal weather or three days if the temperature is expected to rise above 80 deg F.
 3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
 - a. Use containers intended for holding waste materials of type to be stored.
 4. Coordinate progress cleaning for joint-use areas where Contractor and other contractors are working concurrently.
 5. **Dumpsters shall be emptied at the end of each week.**
- B. Site: Maintain Project site free of waste materials and debris.
- C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.
 1. Remove liquid spills promptly.
 2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.
- D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.
- E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.
- F. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
- G. Waste Disposal: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways. Comply with waste disposal requirements in Section 015000 "Temporary Facilities and Controls".
- H. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.
- I. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
- J. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

3.7 PROTECTION OF INSTALLED CONSTRUCTION

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

END OF SECTION 017300

SECTION 017700 - CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
 - 1. Substantial Completion procedures.
 - 2. Final completion procedures.
 - 3. Warranties.
 - 4. Final cleaning.
 - 5. Repair of the Work.
- B. Related Requirements:
 - 1. Section 017300 "Execution" for progress cleaning of Project site.

1.3 ACTION SUBMITTALS

- A. Contractor's List of Incomplete Items: Initial submittal at Substantial Completion.
- B. Certified List of Incomplete Items: Final submittal at Final Completion.

1.4 CLOSEOUT SUBMITTALS

- A. Certificates of Release: From authorities having jurisdiction.

1.5 SUBSTANTIAL COMPLETION PROCEDURES

- A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's punch list), indicating the value of each item on the list and reasons why the Work is incomplete.
- B. Submittals Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.

1. Certificates of Release: Obtain and submit releases from authorities having jurisdiction permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
 2. Submit closeout submittals specified in individual Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
- C. Procedures Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
1. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
 2. Complete final cleaning requirements, including touchup painting.
 3. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.
- D. Inspection: Submit a written request for inspection to determine Substantial Completion a minimum of 10 days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.
1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
 2. Results of completed inspection will form the basis of requirements for final completion.

1.6 FINAL COMPLETION PROCEDURES

- A. Submittals Prior to Final Completion: Before requesting final inspection for determining final completion, complete the following:
1. Submit a final Application for Payment according to Section 012900 "Payment Procedures."
 2. Certified List of Incomplete Items: Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. Certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
- B. Inspection: Submit a written request for final inspection to determine acceptance a minimum of 10 days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.
1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

1.7 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

- A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.
1. Organize list of spaces in sequential order.
 2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
 3. Include the following information at the top of each page:
 - a. Project name.
 - b. Date.
 - c. Name of Architect.
 - d. Name of Contractor.
 - e. Page number.
 4. Submit list of incomplete items in the following format:
 - a. MS Excel electronic file. Architect will return annotated file.

1.8 SUBMITTAL OF PROJECT WARRANTIES

- A. Time of Submittal: Submit written warranties on request of Architect for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated, or when delay in submittal of warranties might limit Owner's rights under warranty.
- B. Partial Occupancy: Submit properly executed warranties within 15 days of completion of designated portions of the Work that are completed and occupied or used by Owner during construction period by separate agreement with Contractor.
- C. Organize warranty documents into an orderly sequence based on the table of contents of Project Manual.
1. Bind warranties and bonds in heavy-duty, three-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper.
 2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
 3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.
 4. Warranty Electronic File: Scan warranties and bonds and assemble complete warranty and bond submittal package into a single indexed electronic PDF file with links enabling navigation to each item. Provide bookmarked table of contents at beginning of document.
- D. Provide additional copies of each warranty to include in operation and maintenance manuals.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 FINAL CLEANING

- A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
 - 1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a designated portion of Project:
 - a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
 - b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
 - c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
 - d. Remove tools, construction equipment, machinery, and surplus material from Project site.
 - e. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
 - f. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
 - g. Sweep concrete floors broom clean in unoccupied spaces.
 - h. Vacuum carpet and similar soft surfaces, removing debris and excess nap; clean according to manufacturer's recommendations if visible soil or stains remain.
 - i. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Polish mirrors and glass, taking care not to scratch surfaces.
 - j. Remove labels that are not permanent.
 - k. Leave Project clean and ready for occupancy.
- C. Pest Control: Comply with pest control requirements in Section 015000 "Temporary Facilities and Controls." Prepare written report.
- D. Construction Waste Disposal: Comply with waste disposal requirements in Section 015000 "Temporary Facilities and Controls." Insert an article on continuing inspections or consultations by Contractor if required. Possibly insert a schedule of approximate times for inspections.

3.2 REPAIR OF THE WORK

- A. Complete repair and restoration operations before requesting inspection for determination of Substantial Completion.
- B. Repair or remove and replace defective construction. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment. Where damaged or worn items cannot be repaired or restored, provide replacements. Remove and replace operating components that cannot be repaired. Restore damaged construction and permanent facilities used during construction to specified condition.
 - 1. Remove and replace chipped, scratched, and broken glass, reflective surfaces, and other damaged transparent materials.
 - 2. Touch up and otherwise repair and restore marred or exposed finishes and surfaces. Replace finishes and surfaces that already show evidence of repair or restoration.
 - a. Do not paint over "UL" and other required labels and identification, including mechanical and electrical nameplates. Remove paint applied to required labels and identification.
 - 3. Replace parts subject to operating conditions during construction that may impede operation or reduce longevity.
 - 4. Replace burned-out bulbs, bulbs noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.

END OF SECTION 017700

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SECTION 024119 - SELECTIVE DEMOLITION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

- 1. Demolition and removal of selected portions of building or structure.

B. Related Requirements:

- 1. Section 011000 "Summary" for restrictions on use of the premises, Owner-occupancy requirements, and phasing requirements.
- 2. Section 017300 "Execution" for cutting and patching procedures.

1.3 DEFINITIONS

- A. Remove: Detach items from existing construction and dispose of them off-site unless indicated to be salvaged or reinstalled.
- B. Existing to Remain: Leave existing items that are not to be removed and that are not otherwise indicated to be salvaged or reinstalled.
- C. Dismantle: To remove by disassembling or detaching an item from a surface, using gentle methods and equipment to prevent damage to the item and surfaces; disposing of items unless indicated to be salvaged or reinstalled.

1.4 MATERIALS OWNERSHIP

- A. Unless otherwise indicated, demolition waste becomes property of Contractor.

1.5 INFORMATIONAL SUBMITTALS

- A. Predemolition Photographs or Video: Show existing conditions of adjoining construction, including finish surfaces that might be misconstrued as damage caused by demolition operations. Submit before Work begins.

1.6 FIELD CONDITIONS

- A. Owner will occupy portions of building immediately adjacent to selective demolition area. Conduct selective demolition so Owner's operations will not be disrupted.
- B. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
- C. Notify Architect of discrepancies between existing conditions and Drawings before proceeding with selective demolition.
- D. Hazardous materials are present in buildings and structures to be selectively demolished. A report on the presence of hazardous materials is included in Section 009000 "Information Available to Bidders". Examine report to become aware of locations where hazardous materials are present.
 - 1. Hazardous material remediation is specified in Section 028214 "Asbestos Roofing Abatement".
 - 2. Do not disturb hazardous materials or items suspected of containing hazardous materials except under procedures specified in Section 028214 "Asbestos Roofing Abatement".
- E. Storage or sale of removed items or materials on-site is not permitted.

1.7 COORDINATION

- A. Arrange selective demolition schedule so as not to interfere with Owner's operations.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.

PART 3 - EXECUTION

3.1 PROTECTION

- A. Temporary Protection: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
 - 1. Provide protection to ensure safe passage of people around selective demolition area and to and from occupied portions of building.

2. Provide temporary weather protection, during interval between selective demolition of existing construction on exterior surfaces and new construction, to prevent water leakage and damage to structure and interior areas.
3. Protect walls, ceilings, floors, and other existing finish work that are to remain or that are exposed during selective demolition operations.
4. Comply with requirements for temporary enclosures, dust control, heating, and cooling specified in Section 015000 "Temporary Facilities and Controls."

B. Remove temporary barricades and protections where hazards no longer exist.

3.2 SELECTIVE DEMOLITION, GENERAL

A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:

1. Proceed with selective demolition systematically, from higher to lower level. Complete selective demolition operations above each floor or tier before disturbing supporting members on the next lower level.
2. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping. Temporarily cover openings to remain.
3. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
4. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.
5. Remove structural framing members and lower to ground by method suitable to avoid free fall and to prevent ground impact or dust generation.

B. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.

C. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition.

3.3 SELECTIVE DEMOLITION PROCEDURES FOR SPECIFIC MATERIALS

A. Roofing: Remove no more existing roofing than what can be covered in one day by new roofing and so that building interior remains watertight and weathertight.

1. Remove existing roof membrane, flashings, copings, and roof accessories.
2. Remove existing roofing system down to substrate.

3.4 DISPOSAL OF DEMOLISHED MATERIALS

- A. Remove demolition waste materials from Project site and dispose of them in an EPA-approved construction and demolition waste landfill acceptable to authorities having jurisdiction.
 - 1. Do not allow demolished materials to accumulate on-site.
 - 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
 - 3. Remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.
- B. Burning: Do not burn demolished materials.

3.5 CLEANING

- A. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

END OF SECTION 024119

SECTION 02 82 14 – ASBESTOS ROOFING ABATEMENT

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. General Provisions of Contract, including General Supplementary Conditions, shall apply to this Section.
- B. Fuss & O’Neill, Inc. (Fuss & O’Neill) Limited Hazardous Building Materials Inspection Report dated April 2023, Revised September 22, 2023 and January 31, 2024 (Attachment A).
- C. Lead Paint Awareness Section 02 83 19.
- D. Hazardous Materials Abatement Drawing HM-01

1.2 CONSULTANT

- A. The Owner shall retain a Consultant for the purposes of project management and monitoring during Asbestos Roofing Abatement. The Consultant will represent the Owner in all phases of the abatement project at the discretion of the Owner. The Asbestos Abatement Roofing Contractor and/or Demolition Contractor (collectively, the “Contractor”) will regard the Consultant's direction as authoritative and binding as provided herein, in matters particularly, but not limited to the following:
 - 1. Work area approval
 - 2. Monitoring results review
 - 3. Various segments of work completion
 - 4. Abatement final completion, data submission review
 - 5. Daily field punch list items
- B. The State of Connecticut licensed Asbestos Consultant – Project Designer for this project is Carlos Texidor (License # 000275).

1.3 SCOPE OF WORK

- A. Work outlined in this Section includes all work necessary for the removal, packaging, transportation, and disposal of asbestos-containing materials (ACM) located on the roof that will be impacted during the Slate Roof Renovations (the “Work”) at 22 Liberty Street, Meriden, Connecticut (the “Site”).
- B. This shall include all necessary demolition to access the ACM for abatement.

1.4 USE OF THE CONTRACT DOCUMENTS

- A. It shall be incumbent upon the Contractor to visit the Site and determine existing conditions, and what will be required to accomplish the Work intended by the Contract Documents. No increase in the Contract Sum will be permitted as a result of the Contractor's failure to visit the building located at the Site and understand the existing conditions.
- B. All work shall comply with the Contract Documents and with applicable codes, laws, regulations, and ordinances, wherever applicable. The most stringent of all the foregoing shall govern.
- C. It is not intended that these Specifications show every detail of the Work, but the Contractor shall be required to furnish within the Contract Sum all materials and labor necessary for the completion of the Work in accordance with the intent of these Specifications.
- D. In case of ambiguity among the Contract Documents, the more stringent requirement as determined by the Consultant shall prevail.
- E. The Work of this Contract includes making modifications as necessary, subject to approval by Owner in consultation with the Consultant, to correct any conflicts between contract documents.
- F. All items that are not specifically mentioned in these Specifications but are implied by trade practices to complete the Work, shall be included.

1.5 SITE EXAMINATION

- A. It is understood that the Contractor has examined the Site and made their own estimates of the Site facilities and difficulties attending the execution of the Work and has based their bid price thereon.
- B. Except for unforeseeable concealed conditions as determined by the Consultant, the Contractor shall make no claim for additional costs due to the existing Site conditions.

1.6 CONTRACTOR QUALIFICATIONS

- A. All bidders shall submit a record of prior experience in asbestos abatement projects, listing no less than three completed projects in the past year, with all projects of similar size and scope. The Contractor shall list the experience and training of the project supervisor and all on-site personnel. The information to be included is as follows:
 - 1. Project Name and Address
 - 2. Owner's Name and Address
 - 3. Architect/Consultant
 - 4. Contract Amount
 - 5. Date of Completion
 - 6. Extras and Changes

- B. If the roofing materials to be removed become a regulated asbestos-containing material (RACM) during abatement, the selected Contractor must appear on the approved list of Asbestos Abatement Contractors on file at the State of Connecticut Department of Public Health (CTDPH) and hold a valid Asbestos Abatement Contractor license within the State of Connecticut.
- C. Submit a written statement regarding whether the Contractor has ever received a federal, state, or local non-compliance citation with the asbestos, lead, and/or polychlorinated biphenyl (PCB) regulations pertaining to worker protection, removal, transport, or waste disposal.

1.7 CONSTRUCTION PROGRESS SCHEDULE

- A. To ensure adequate planning and execution of the Work and to assist the Consultant in reviewing the justification for the Contractor's applications for payment, the Contractor shall prepare and maintain a detailed Progress Schedule.
- B. The schedule of work of this Contract shall include the notification requirements to regulatory agencies for the work if exterior materials will become friable during proposed removal operations. It shall be incumbent upon the Contractor performing the asbestos abatement to determine if proposed removal methods shall render the asbestos-containing exterior roofing materials friable or not.
- C. The Contractor shall supervise and direct all work of theirs and other trades using their best skill and attention. The Contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the work under the Contract.
- D. Due to the nature of this construction work, the scheduling or phasing of work under this Contract may be adjusted by the Owner. As long as the scope of work is not altered, adjustments to the project phasing shall have no effect on the contract price.
- E. The Contractor and any subcontractors shall attend a pre-construction meeting. The assigned Supervisor must attend this meeting.

1.8 TESTING LABORATORY SERVICES

- A. The Contractor shall submit to the Consultant the name, address, and qualifications of proposed laboratories intended to be utilized for sample analysis as required by this Section.

1.9 ADDITIONAL GENERAL REQUIREMENTS

- A. The Contractor shall employ a competent Supervisor with at least three years of experience on projects of similar scope and magnitude, who shall be responsible for all work involving asbestos abatement, as described in the specifications and defined in applicable regulations and have full-time daily supervision of the same. The Supervisor shall be the competent person as defined by OSHA regulations.

MERIDEN PUBLIC SCHOOLS
 ADMINISTRATIVE OFFICES
 ROOFING REPLACEMENT
 MERIDEN, CONNECTICUT

- B. Should the ACM become friable during removal, the Contractor shall employ a competent Asbestos Abatement Supervisor with at least three years of experience on projects of similar scope and magnitude, who shall be responsible for all work involving asbestos abatement as described in the specifications, and defined in applicable regulations, and have full-time daily supervision of the same.
- C. If requested or required by local, state, federal, and any other authorities having jurisdiction over such work, the Contractor shall allow the Work of this Contract to be inspected. The Contractor shall immediately notify the Owner and the Consultant and shall maintain written evidence of such inspection for review by the Owner and the Consultant.
- D. The Contractor shall incur the cost of all fines resulting from regulatory non-compliance, as issued by federal, state, and local agencies. The Contractor shall incur the cost of all work requirements mandated by federal, state, and local agencies as a result of regulatory non-compliance or negligence.
- E. The Contractor shall immediately notify the Owner and Consultant of the delivery of all permits, licenses, certificates of inspection, of approval, or occupancy, etc., and any other such instruments required under codes by authorities having jurisdiction, regardless of who issued, and shall cause them to be displayed to the Owner and Consultant for verification and recording.

1.10 PROJECT DESCRIPTION

- A. The base bid includes the removal, packaging, transportation, and disposal of all ACM as identified herein, conducted by workers meeting the requirements of OSHA Title 29 CFR, Part 1926.1101 for Class 2 work.
- B. The quantities listed herein are estimates only and should be verified on-site by the Contractor.
- C. This base bid includes the following materials and locations:

BASE BID - ASBESTOS

LOCATION	MATERIAL TYPE	ESTIMATED QUANTITY	NOTES
Lower South Roof (2nd Floor)	Black Glazing Compound on Brick Includes Removal, Packaging, Transporting, & Disposing as Contaminated Non-Friable ACM.	10 SF	1, 2

Notes:

1. Quantities shall be field verified by the Contractor during the time of the walk-through and prior to submitting their base bid. Discrepancies of locations of asbestos-containing and presumed PCBs materials shall be addressed prior to bidding the work to the Owner and Consultant. There will be no change orders for this specific asbestos and or presumed PCB Bulk Product Waste.
2. The Contractor shall demolish/remove components that are necessary to access the asbestos and presumed PCBs containing/contaminated materials and/or facilitate establishing the work area for example but not limited to cabinets, bottom of wall systems, brick, windows, doors, radiators, wood, metal, masonry, stone, lights, ductwork, counters, flooring materials, wall materials, ceiling materials, roof materials, façade

materials etc. If any of the materials to be removed to access asbestos and/or to facilitate establishing the work area are contaminated with asbestos debris the materials shall be appropriately or disposed of as asbestos and/or PCBs Bulk Product waste. If any of the materials will disturb asbestos and/or presumed PCBs materials the removal of such materials shall be conducted after the asbestos containment has been approved by the Owner's Authorized Representative.

- D. Some of the Work will be performed in multiple mobilizations, at different periods of time, in conjunction with other trades (i.e., other trades work, demolition work, etc.).
- E. Safety Data Sheets (SDS) for chemicals to be used during the project must be submitted to the Consultant prior to site delivery.
- F. The Contractor shall be responsible for providing temporary water, power, and heat as needed at the Site. Temporary lighting within the work areas must be connected to Ground Fault Circuit Interrupter (GFCI) power panels, installed by a State of Connecticut-licensed electrician, and located outside of the work areas.
- G. The Contractor shall be responsible for providing preparation of negative pressure enclosures (NPE), cleaning, etc. at no additional cost to the Owner, if work practices result in ACM breaching the roof deck or other activity that allows the material to enter the building during abatement.

1.11 DEFINITIONS

- A. The following definitions relative to asbestos roof abatement shall apply:
 - 1. Abatement - Procedures to control fiber release from ACM; includes removal, encapsulation, and enclosure.
 - 2. Air Monitoring - The process of measuring the total airborne fiber concentration of an area or exposure of a person.
 - 3. Amended Water - Water to which a surfactant has been added.
 - 4. Asbestos - The name given to a number of naturally occurring fibrous silicates. This includes the serpentine forms and the amphiboles and includes chrysotile, amosite, crocidolite, tremolite, anthophyllite, and actinolite, or any of these forms, which have been chemically altered.
 - 5. Asbestos Felt - A product made by saturating felted asbestos with asphalt or other suitable bindery, such as a synthetic elastomer.
 - 6. Asbestos Fibers - Those particles with a length greater than five (5) microns (μ) and a length to diameter ratio of 3:1 or greater.
 - 7. Asbestos Work Area - A regulated area as defined by OSHA Title 29 CFR, Part 1926.1101 where asbestos abatement operations are performed that is isolated by physical barriers to prevent the spread of asbestos dust, fibers, or debris. The regulated area shall comply with requirements of regulated area for demarcation, access, respirators, prohibited activities, competent persons and exposure assessments and monitoring.
 - 8. Asphalt Shingles, Composition Shingles, or Strip Slates (Pitched Roof Shingle) - A roofing material manufactured by saturating a dry felt with asphalt then coating the saturated felt with a harder asphalt mixed with a fine mineral, glass fiber, asbestos or

organic stabilizer. All or part of the weather side may be covered with mineral granules, or with powdered talc or mica.

9. Base Flashing (Roof) - The flashing provided by upturned edges of a water-tight membrane on a roof. May contain metal and associated waterproofing material or combination of roofing felts and waterproofing at the joint between a roofing surface and a vertical surface, such as a wall or parapet. Also base flashing may be present at perimeter of completely flat roof.
10. Built-Up Roofing (Composition Roofing, Felt and Gravel Roofing, Gravel Roofing) - A continuous roof covering comprised of laminations or plies of saturated or coated roofing felts, alternated with layers of asphalt or coal-tar pitch and surfaced with gravel, paint or finish coat.
11. Category I Non-Friable Material - Asbestos-containing packings, gaskets, resilient floor coverings, and asphalt roofing products.
12. Category II Non-Friable Material - Any non-friable ACM not designated as Category I.
13. Caulking - Resilient mastic compound often having a silicone bituminous or rubber base; used to seal cracks, fill joints, and prevent leakage. Typical applications: around windows, and doors. Caulking is at joints between two dissimilar materials. (i.e., masonry to wood, masonry to steel)
14. Clean Room - An uncontaminated area or room, which is a part of the worker decontamination system with provisions for storage of workers' street clothes and protective equipment.
15. Clearance Sampling - Final air sampling performed aggressively after the completion of the abatement project within a regulated area. Air samples collected by the air sampling professional having a total airborne fiber concentration of less than 0.010 fibers per cubic centimeter (fibers/cc) of air in each of five (5) air samples collected inside the NPE will indicate acceptable area re-occupancy by Phase Contrast Microscopy (PCM), or five air samples collected inside the NPE by the Consultant having an average asbestos concentration of less than 70 structures per square millimeter ($< 70 \text{ s/mm}^2$) of air will indicate area re-occupancy using Transmission Electron Microscopy (TEM).
16. Competent Person - As defined by OSHA Title 29 CFR, Part 1926.1101, a representative of the Abatement Contractor who is capable of identifying existing asbestos hazards in the workplace and selecting the appropriate control strategy for asbestos exposure. Person who has authority to take prompt corrective measures to eliminate such hazards during asbestos removal. Competent person shall be properly trained in accordance with EPA Model Accreditation Plan (MAP).
17. Consultant - Fuss & O'Neill, Inc.
18. Curtained Doorway - A device to allow ingress and egress from one area to another while permitting minimal air movement between the areas. Two curtained doorways spaced a minimum of six feet apart can form an airlock.
19. Damp proofing - The application of a water-impervious material to surface such as wall to prevent penetration of moisture, typically at foundation or below grade surface.
20. Decontamination System - A series of connected areas, with curtained doorways between any two adjacent areas, for worker and equipment decontamination. A decontamination system always contains at least one airlock and is adjacent and connected to the regulated area, where possible.
21. Encapsulant - A liquid material which can be applied to ACM that controls the possible release of asbestos fibers from the materials either by creating a membrane over the surface (bridging encapsulant), or penetrating the material and binding its components together (penetrating encapsulant).

22. Equipment Room - Any contaminated area or a room that is part of the worker decontamination system with provisions for storage of contaminated clothing and equipment.
23. Fixed Object - Unit of equipment or furniture in the work area that cannot be removed from the work area.
24. Friable Asbestos Materials - Any material that contains more than 1% asbestos by weight, that can be crumbled, pulverized or reduced to powder by hand pressure.
25. Glazing - Any compound used to hold window glass in place, also referred to as putty, or glazier's putty. Is not field-applied, usually installed during manufacture of windows.
26. GFCI - Ground Fault Circuit Interrupter
27. HEPA - High Efficiency Particulate Air
28. HEPA Filter - Filter in compliance with ANSI Z9.2 1979.
29. HEPA Vacuum Equipment - Vacuum equipment equipped with a HEPA filter system for filtering the air effluent.
30. Movable Object - Unit of equipment of furniture in the work area that can be removed from the work area.
31. Negative Air Pressure Equipment - A portable local exhaust system equipped with HEPA filtration used to create negative pressure in a regulated area (negative with respect to adjacent unregulated areas) and capable of maintaining a constant, low velocity air flow into regulated areas from adjacent unregulated areas.
32. NESHAP - National Emission Standards for Hazardous Air Pollutants regulations enforced by the EPA.
33. Owner – Meriden Public Schools.
34. Penetration Roof Flashing - Flashing are used to waterproof pipes, supports, cables, and all roof protrusions.
35. Permissible Exposure Limit (PEL) - The maximum total airborne fiber concentration to which an employee is allowed to be exposed. The limit established by OSHA Title 29 CFR, Part 1926.1101 is 0.1 fibers/cc as an 8-hour TWA and 1.0 fibers/cc averaged over a sampling period of 30 minutes as an Excursion Limit. The Contractor shall be responsible for maintaining work areas in a manner that this standard is not exceeded.
36. Project Monitor - A professional capable of conducting air monitoring and analysis of schemes. This individual should be an industrial hygienist, an environmental scientist, or an engineer with experience in asbestos air monitoring and worker protection equipment and procedures. This individual should have demonstrated proficiency in conducting air sample collection in accordance with OSHA Title 29 CFR, Parts 1910.1001 and 1926.1101.
37. Regulated Asbestos-Containing Material (RACM) - Is a friable ACM, or a Category I non-friable ACM that has become friable or will be or has been subjected to sanding, grinding, cutting or abrading, or Category II non-friable ACM that has a high probability of becoming or has become crumbled, pulverized, or reduced to powder by force expected to act on the material during demolition or renovation operations.
38. Regulated Area - An area established by the employer to demarcate where Class I, II, and III asbestos abatement is conducted, and any adjoining area where debris and waste from such asbestos work accumulate, and a work area within which airborne concentrations of asbestos exceed or there is a reasonable possibility that they may exceed the PEL.
39. Shower Room - A room between the clean room and the equipment room in the work decontamination system with hot and cold running water and suitably arranged for employee showering during decontamination. The shower room is located in an airlock between the contaminated area and the clean area.

40. Waterproofing - Material, usually a membrane or applied compound (tar/mastic), used to make a surface impervious to water, includes concealed conditions (applications around doors, windows, and in wall cavities). Sometimes combined with felts.

1.12 SUBMITTALS

- A. The Contractor shall submit the following to the Consultant in one complete package prior to the pre-construction meeting, and no later than 10 business days prior to the anticipated start of the Work:
1. Submit a schedule to the Owner and the Consultant that defines a timetable for executing and completing the project, including work area preparations, removal, cleanup, decontamination, and final clearance air monitoring (if applicable).
 2. Submit the current valid CTDPH Asbestos Abatement Contractor license (if materials become RACM during removal) and certificate of insurance.
 3. Submit the name and address of the hauling contractor and location of the landfill to be used. Also submit current valid operating permits and certificates of insurance for the transporter and landfill.
 4. Submit video documentation showing the conditions of the building prior to the start of work. The contractor will be held responsible for all damage to the building and its contents not shown on the video documentation.
 5. Submit the plans and construction details for the construction of the decontamination systems and the isolation of the work areas as may be necessary for compliance with this specification and applicable regulations.
 6. Submit the CTDPH license (if applicable), training, medical, and respirator fit test records of each employee who may be on the project site.
 7. Submit the qualifications of the air sampling professional that the Contractor proposed to use for this project to perform OSHA-required employee exposure monitoring.
 8. Submit detailed product information on all materials and equipment proposed for asbestos abatement work on this project.
 9. Submit pertinent information regarding the qualifications of the Project Supervisor (competent person) for this project as well as a list of past projects completed.
 10. Submit a chain-of-command for the project.
 11. Submit a site-specific Emergency Action Plan for the project.
 12. Submit a written site-specific Respiratory Protection Program for employees for the Work, including make, model and National Institute of Occupational Safety and Health (NIOSH) approval numbers of respirators to be used at the Site (if applicable).
 13. No work on the Site will be allowed to begin until the Owner/Architect and the Consultant as listed herein approve the Pre-Construction Submittals. Any delay caused by the Contractor's refusal or inability to submit this documentation in a timely manner does not constitute a cause for change order or a time extension;
- B. The Contractor shall submit the following to the Consultant during the work:
1. Copies of personal air sampling results (Consultant will not review or provide any direction or advice regarding results). The Contractor shall be responsible for proper sample analytical review and personal protective equipment (PPE) selection and use. Records are retained solely for project records.

2. Copies of training, CTDPH licenses (if applicable), fit test records, and medical records for new employees to start work (24-hours in advance), and prior to the new employee arriving at the Site.
 3. Carbon copies from waste shipment record, waste manifest records, bill of lading, or other waste tracking record for all specified materials.
 4. Copies of daily log sheets, daily sign-in sheets, and containment sign-in sheets.
- C. The Contractor shall submit the following to the Consultant at the completion of work. The Owner reserves right to retain payment(s) until all items are received in completion:
1. Original final completed copies of the waste shipment records, signed by all transporters and the designated disposal site owner/operator.
 2. Original final completed copies of bill of laden, weight tickets, recycling tickets, and manifests for all specified materials.
 3. Contractor's logs (daily activity logs, daily sign in sheets, containment sign-in sheets), and all worker training, CTDPH licenses (if applicable), medical records and respirator fit test records.
 4. Copies of all OSHA personal monitoring results.

1.13 REGULATIONS AND STANDARDS

- A. The Contractor shall be solely responsible for conducting this project and supervising all work in a manner that will be in conformance with all federal, state, and local regulations and guidelines pertaining to asbestos abatement. Specifically, the Contractor shall comply with the requirements of the following:
1. EPA National Emission Standards for Hazardous Air Pollutants (NESHAP) Regulations (Title 40 CFR, Part 61, Subpart M);
 2. OSHA Asbestos Regulations (Title 29 CFR, Parts 1910.1001 and 1926.1101);
 3. Connecticut Department of Energy and Environmental Protection (DEEP) Regulations (Section 22a 209 8(i) and Section 22a 220 of the Connecticut General Statutes);
 4. CTDPH Standards for Asbestos Abatement (Sections 19a-332a- 1 to 19a-332a-16);
 5. CTDPH Licensing and Training Requirements for Persons Engaged in Asbestos Abatement and Asbestos Consultant Services (Sections 20-440-1 to 20-440-9 and Section 20-441);
 6. United States Department of Transportation (DOT) Hazardous Materials Regulations (Title 49 CFR, Parts 171 – 180);
 7. Connecticut Basic Building Codes;
 8. Life Safety Code National Fire Protection Association (NFPA); and
 9. Local health and safety codes, ordinances, or regulations pertaining to asbestos remediation and all national codes and standards including American Society for Testing and Materials (ASTM), American National Standards Institute (ANSI), and Underwriter's Laboratories (UL).

1.14 EXEMPTIONS

- A. Any deviations from these specifications require prior written approval and authorization from the Owner and the Consultant.

- B. Any modifications from the standard work practices identified in the CTDPH Standards for Asbestos Abatement, Sections 19a-332a-1 to 19a-332a-16 must be requested in writing and approved in writing by the CTDPH.

1.15 FINAL RE-OCCUPANCY AIR CLEARANCE

- A. Not applicable for exterior non-friable roof abatement project.

1.16 NOTIFICATIONS, POSTINGS, SUBMITTALS, AND PERMITS

- A. The Contractor shall make the following written notifications and provide the submittals to the following agency prior to the commencement of abatement if the work is going to render the ACM friable. The CTDPH notification is required 10 calendar days prior to start of the abatement project and the EPA notification is required 10 business days prior to the start of the abatement project:

1. Connecticut Department of Public Health
410 Capitol Avenue
MS #12 AIR
P.O. Box 340308
Hartford, CT 06134-0308
2. United States Environmental Protection Agency (USEPA)
Jordan Alves (alves.jordan@epa.gov)
Region 1- New England (OEP05-2)
5 Post Office Square, Suite 100
Boston, MA 02109-3912

- B. The minimum information included in the notification to these agencies includes:

1. Name and address of building Owner/Operator
2. Building location
3. Building size, age, and use
4. Asbestos quantity
5. Work schedule, including proposed start and completion date
6. Asbestos removal procedures to be used
7. Name and location of disposal site for generated asbestos waste, residue, and debris
8. If landfill opens in Connecticut to accept ACM waste, Consultant will notify Connecticut Department of Energy and Environmental Protection CTDEEP prior to utilizing said landfill

1.17 WORK SITE SAFETY PLAN

- A. The Contractor shall establish a set of emergency procedures and shall post them in a conspicuous place at the Site. The safety plan should include provisions for the following:

1. Evacuation of injured workers.
2. Emergency and fire exit routes from all work areas.
3. Emergency first aid treatment.
4. Local telephone numbers for emergency services including ambulance, fire, and police.

5. A method to notify occupants of the building in the event of a fire or other emergency requiring evacuation of the building.

B. The Contractor shall be responsible for properly training all workers in these procedures.

1.18 INDEPENDENT AIR SAMPLING AND ASBESTOS ABATEMENT MONITORING

A. This Section describes independent air sampling work being performed on behalf of the Owner. This work is not in the Contract Sum. This Section describes air monitoring conducted by the Consultant to verify that the outside environment remains uncontaminated. (Personal air monitoring required by OSHA is work shall be performed by the Contractor and is within the Contract Sum.)

B. The purpose of the Consultant's air monitoring is to document engineering controls utilizing during asbestos abatement are functioning properly. Air monitoring will focus on possible:

1. Contamination of the building outside of the work area by airborne asbestos fibers.
2. Contamination of air outside the building envelope by airborne asbestos fibers.

C. Should either of the above be determined to have occurred based on Consultant's air monitoring, the Contractor shall immediately cease all asbestos abatement activities until the fault is corrected. Do not resume work until authorized by the Owner's Consultant. To determine if the elevated total airborne fiber concentrations encountered during abatement operations have been reduced to an acceptable level below 0.010 f/cc, the Consultant will collect and analyze air samples in accordance with re-occupancy clearance air sampling requirements.

D. The Consultant may monitor total airborne fiber concentrations in the Work Area. The purpose of this air monitoring will be to detect airborne fiber concentrations, which may challenge the ability of the work area isolation procedures to protect the balance of the building or the building exterior from possible contamination by airborne fibers.

E. To determine if the elevated airborne fiber counts encountered during abatement operations have been reduced to an acceptable level, the Consultant will collect and analyze air samples in accordance with clearance air sampling requirements.

F. The Consultant may perform on-site monitoring throughout the project, as follows:

1. All work procedures shall be continuously monitored by the Consultant to assure that areas outside the designated work locations in the building will not be contaminated.
2. Prior to work on any given day, the Contractor's designated "Competent Person" shall discuss the day's work schedule with the Consultant to evaluate job tasks with respect to safety procedures and requirements specified to prevent building contamination or the employees. This includes a work area visual inspection and the building decontamination or the employees. This includes a work area visual inspection and the decontamination systems.

1.19 CONTRACTOR'S AIR SAMPLING RESPONSIBILITY

- A. The Contractor shall independently retain an air sampling professional to monitor total airborne fiber concentrations in the workers' breathing zone and to establish conditions and work procedures for maintaining compliance with OSHA Regulations Title 29 CFR, Parts 1910.1001 and 1926.1101.
- B. The Contractor's air sampling professional shall document all air sampling results and provide a report to the Consultant within 48 hours after sample collection.
- C. All air sampling shall be conducted in accordance with methods described in OSHA Standards Title 29 CFR, Parts 1910.1001 and 1926.1101.

1.20 PROPER WORKER PROTECTION

- A. This Section describes the equipment and procedures required for protecting workers against asbestos contamination and other workplace hazards, except for respiratory protection.
- B. All workers are to be accredited as Abatement Workers as required by the EPA's AHERA regulation Title 40 CFR, Part 763 Appendix C to Subpart E, February 3, 1994.
- C. The Contractor must be licensed and accredited, as required by CTDPH, if removal work practices render the materials RACM.
- D. In accordance with OSHA Title 29 CFR, Part 1926, all workers shall receive a training course covering the dangers inherent in handling asbestos, the dangers of breathing asbestos dust, proper work procedures, and proper worker protective measures. This course must include, but is not limited to the following:
 - 1. Methods of recognizing asbestos
 - 2. Health effects associated with asbestos
 - 3. Relationship between smoking and asbestos in producing lung cancer
 - 4. Nature of operations that could result in exposure to asbestos
 - 5. Importance of and instruction in the use of necessary protective controls, practices and procedures to minimize exposure including:
 - a. Engineering controls
 - b. Work Practices
 - c. Respirators
 - d. Housekeeping procedures
 - e. Hygiene facilities
 - f. Protective clothing
 - g. Decontamination procedures
 - h. Emergency procedures
 - i. Waste disposal procedures
 - 6. Purpose, proper use, fitting, instructions, and limitations of respirators as required by OSHA Title 29 CFR, Part 1910.134
 - 7. Appropriate work practices
 - 8. Requirements of medical surveillance program
 - 9. Review of OSHA Title 29 CFR, Part 1926

10. Pressure Differential Systems
 11. Work practices including hands on or on job training
 12. Personal decontamination procedures
 13. Air monitoring (personal and area)
- E. The Contractor shall provide medical examinations for all workers who may encounter a total airborne fiber concentration of 0.1 fibers/cc or greater for an 8-hour TWA. In the absence of specific airborne fiber data, provide medical examinations for all workers who will enter the work area for any reason. Examination shall, at a minimum, meet OSHA requirements as set forth in Title 29 CFR, Part 1926. In addition, provide an evaluation of the individual's ability to work in environments capable of producing heat stress in the worker.
- F. Submit the following to the Consultant for review. The Contractor shall not start work until these submittals are returned with Consultant action stamp indicating that they are accepted.
1. Submit copies of certificates from an EPA approved AHERA Abatement Worker course for each worker as evidence that each asbestos Abatement Worker is accredited as required by EPA AHERA Regulation Title 40 CFR, Part 763 Appendix C to Subpart E, February 3, 1994.
 2. Submit evidence that the Contractor is certified to perform asbestos abatement work by the State of CTDPH.
 3. Submit documents verifying that each worker has had a medical examination within the last 12 months, as part of compliance with OSHA medical surveillance requirements. Submit, at a minimum, for each worker the following:
 - a. Name and Social Security Number
 - b. Physician's Written Opinion including at a minimum the following:
 - 1) Whether worker has any detected medical conditions that would place the worker at an increased risk of material health impairment from exposure to asbestos.
 - 2) Any recommended limitations on the worker or on the use of personal protective equipment such as respirators.
 - 3) Statement that the worker has been informed by the physician of the results of the medical examination and of any medical conditions that may result from asbestos exposure.
 4. Copy of information that was provided to physician in compliance with OSHA Title 29 CFR, Part 1926.
 5. Statement that worker is able to wear and use the type of respiratory protection proposed for the project and is able to work safely in an environment capable of producing heat stress in the worker.
 6. Submit copies of certificates for the site supervisor and the workers issued by CTDPH.
- G. Submit certification signed by an officer of the abatement-contracting firm and notarized that personal exposure measurements, medical surveillance, and worker training records are in conformance with OSHA Title 29 CFR, Part 1926.
- H. The Contractor shall maintain control of and shall be responsible for access to all work areas to ensure the following requirements:
1. Non-essential personnel are prohibited from entering the area.

2. All authorized personnel entering the work area shall read the “Worker Protection Procedures” which are posted at the entry points to the system and shall be equipped with properly fitted respirators and protective clothing.
3. All personnel who are exiting from the decontamination system shall be properly and thoroughly decontaminated.
4. Asbestos waste that is removed from the work area must be properly containerized and labeled in accordance with these specifications. The exterior surface of the containers shall be decontaminated. Asbestos waste must be immediately transported off site or immediately placed in locked, posted temporary storage located on site, and removed within 24 hours of project completion.
5. Any material, equipment, or supplies that are removed from the decontamination system shall be thoroughly cleaned and decontaminated by wet cleaning and/or HEPA vacuuming of all surfaces.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Deliver all materials in the original packages, containers, or bundles bearing the name of the manufacturer and the brand name and product technical description.
- B. Damaged or deteriorating materials shall not be used and shall be removed from the Site. Material that becomes contaminated with asbestos shall be decontaminated or disposed as asbestos waste.
- C. Polyethylene (poly) sheeting in a roll size to minimize the frequency of joints shall be delivered to the Site with a factory label indicating 4 or 6–mil thickness.
- D. Poly disposable bags shall be 6-mil thickness with pertinent pre-printed label. Tie wraps for bags shall be plastic, five inches long (minimum), pointed and looped to secure filled plastic bags.
- E. Tape or spray-adhesive will be capable of sealing joints in adjacent poly sheets, and for attachment of poly to dissimilar finished or unfinished surfaces and capable of adhering under both dry and wet conditions, including amended water.
- F. Surfactant (wetting agent) shall consist of 50 percent polyoxyethylene ether and 50 percent polyoxyethylene ester, or equivalent, and shall be mixed with water to provide a concentration of one ounce surfactant to five gallons of water or as directed by manufacturer.
- G. Removal encapsulant shall be non-flammable factory prepared penetrating chemical encapsulant deemed acceptable to consultant. Usage shall be in accordance with manufacturer’s printed technical data.
- H. The Contractor shall have available spray equipment capable of mixing wetting agent with water and capable of generating sufficient pressure and volume and having sufficient hose length to reach all areas with asbestos.

- I. Impermeable containers are to be used to receive and retain asbestos-containing or contaminated materials until disposal at an acceptable disposal site. The containers shall be labeled in accordance with OSHA Title 29 CFR, Part 1926.1101. Containers must be both air and watertight.
- J. OSHA required asbestos labels, warning signs, and/or warning tape shall be used.
- K. Encapsulant shall be bridging or penetrating type that has been deemed acceptable to the Consultant. Usage shall be in accordance with manufacturer's printed technical data.

2.2 TOOLS AND EQUIPMENT

- A. The Contractor shall provide all tools and equipment necessary for asbestos removal, encapsulation, and enclosure.
- B. The Contractor's air monitoring professional shall have air monitoring equipment of type and quantity to monitor operations and conduct personnel exposure surveillance per OSHA requirements.
- C. The Contractor shall have available sufficient inventory or dated purchase orders for materials necessary for the Work including protective clothing, respirators, filter cartridges, poly sheeting of proper size and thickness, tape, and air filters.
- D. The Contractor shall provide (as needed) temporary electrical power panels, electrical power cables, and electrical power sources (such as generators). Any electrical connection work affecting the building electrical power system shall be performed by a State of Connecticut-licensed electrician.
- E. The Contractor shall have available shower stalls and plumbing to support same to include sufficient hose length and drain system, or an acceptable alternate.
- F. Vacuum units, of suitable size and capacities for the project, shall have HEPA filter(s) capable of trapping and retaining at least 99.97 percent of all monodispersed particles of 0.3 micrometers in diameter or larger.

PART 3 - EXECUTION

3.1 PRE-CONSTRUCTION MEETING

- A. At least one week prior to the start of work a Pre-Construction Meeting will be scheduled and must be attended by the Contractor and any Sub Contractors. The assigned Contractor Site Supervisor must also attend this meeting.
- B. The Contractor shall present a detailed project schedule and project submittal package at the Pre-Construction Meeting. Variations, amendments, and corrections to the presented schedule will be discussed, and the Owner and Consultant will inform the Contractor of any scheduling adjustments for this project.

- C. Following the Pre-Construction Meeting, the Contractor shall submit a revised schedule (if needed) no later than one week after the meeting.

3.2 WORK AREA PREPARATION

- A. Where necessary deactivate electrical power. Provide GFCI devices, temporary power, and temporary lighting installed in compliance with the applicable electrical codes. All installations are to be made by a State of Connecticut-licensed electrician.
- B. Deactivate and/or isolate heating, ventilation, and air conditioning (HVAC) air systems or zones to prevent contamination and fiber dispersal within the structure. During the work, rooftop vents around the work area shall be completely sealed with duct tape and two layers of 6-mil thick poly.
- C. Completely seal all openings, including, but not limited to, roof level HVAC air intake sources, windows adjacent to removal (within ten feet) skylights, ducts, grills, diffusers, and any other penetration of the work areas, with poly a minimum of 6-mil thick, sealed with duct tape.

3.3 DECONTAMINATION SYSTEM

- A. The Contractor shall establish on-site, a remote decontamination enclosure consisting of equipment room, shower room, and clean room in series.
- B. Access between rooms in the decontamination system shall be through double flap-curtained openings. The clean room, shower, and equipment rooms within the decontamination enclosure shall be completely sealed.
- C. Construct the decontamination system with plastic, wood, or metal framing and cover both sides with a double layer of 6-mil poly, sealed with spray glue or tape at the joints.
- D. The Contractor and the Consultant shall visually inspect barriers routinely to assure effective seal, and the Contractor shall repair defects immediately.

3.4 ASBESTOS REMOVAL PROCEDURE - GENERAL

- A. Following a federal court of appeals decision, OSHA has issued a final rule on June 29, 1998, removing regulation of asbestos-containing asphalt roof cements, mastics and coatings from the OSHA standards for occupational exposure to asbestos in construction and shipyard work. However, friable materials (felts, papers, etc.) are still regulated by OSHA, federal (no visible emissions), and state entities.
- B. Exterior non-friable materials which are not RACM as defined by the EPA and CTDPH are not required to be removed by a CTDPH-licensed Asbestos Abatement Contractor in the State of Connecticut. This applies as long as the proposed methods of removal will not render the Category I non-friable roofing materials RACM during proposed roof removal operations.
- C. Supervisors and workers are not required to be certified in the State of Connecticut unless the Category I non-friable roofing materials become RACM. Workers must be properly trained in compliance with OSHA regulations.

- D. The Contractor shall have a designated "competent person" on the job at all times to ensure proper work practices throughout the project.
- E. The Contractor shall regulate the work area as required for compliance with OSHA regulation Title 29 CFR, Part 1926.1101 to prohibit non-trained workers from entering areas where ACM are to be removed.
- F. The Contractor shall establish worker decontamination unit remote from the work area.
- G. The Contractor shall spray ACM with amended water using airless spray equipment or apply approved removal wetting agent to ensure no visible emissions during removal of Category I non-friable roofing materials.
- H. The adequately wet asbestos must be removed in manageable sections. Material drop shall not exceed eight feet. For heights up to 15 feet above ground surface, provide inclined chutes, or scaffolding to intercept drop. For heights exceeding 15 feet, the Contractor shall provide an enclosed dust-proof chute.
- I. After completion of stripping work, all surfaces from which ACM has been removed shall be wet cleaned or cleaned by an equivalent method to remove all visible suspect ACM (wire brushes are prohibited). During this work, the surfaces being cleaned shall be kept adequately wet, without causing a safety hazard.
- J. Remove and containerize all visible accumulations of asbestos-containing and/or asbestos-contaminated debris. Waste shall be containerized in labeled and signed 6-mil poly disposable bags. Tie wraps for bags shall be plastic, 5-inches long (minimum), pointed and looped to secure filled plastic bags.
- K. At any time during asbestos abatement should the Consultant suspect contamination of areas outside the work area(s), they shall issue a stop work order until the Contractor takes required steps to decontaminate these areas, and to eliminate the causes of such contamination. Unprotected individuals shall be prohibited from entering suspected contaminated areas until air sampling and visual inspections indicate acceptable decontamination.
- L. The Consultant shall conduct a final visual inspection of the work area. If residual suspect ACM debris is identified during the course of the final inspection, the Contractor shall comply with the Consultant's request to render the area clean of all residual ACM.

3.5 CONSULTANT'S RESPONSIBILITIES

- A. Air sampling shall be conducted by the Consultant to ascertain the integrity of engineering controls that protect the building from possible asbestos contamination. Independently, the Contractor shall monitor air quality within the work area to ascertain the protection of employees, and to comply with OSHA regulations.
- B. The Consultant's air sampling professional shall collect and analyze air samples during the following time period:

1. Abatement Period. If required, the Consultant's project monitor shall collect air samples on a daily basis during the work period. A sufficient number of area air samples shall be collected upwind and downwind of the work area, waste debris chute (if applicable) and outside of the building to evaluate the degree of cleanliness or contamination of the building during removal. Additional air samples may be collected inside the work zone and decontamination system, at the discretion of the project monitor.
- C. The Consultant's project monitor shall provide continual evaluation of the air quality outside the building during removal, using their best professional judgment in respect to the CTDPH guideline of 0.010 f/cc, and the background air quality established during the pre-abatement period.
- D. If the project monitor determines that the air quality has become contaminated from the project, they shall immediately inform the Contractor to cease all removal operations and implement a work stoppage clean up procedure. The Contractor shall conduct a thorough cleanup of the building areas designated by the Consultant. No further removal work may occur until the project monitor has assessed that the building air has been decontaminated.
- E. Abatement air samples shall be collected as required to obtain a volume of 1,200 liters of air. Air samples shall be analyzed by PCM NIOSH Method 7400 sampling protocol.

3.6 CONSULTANT'S INSPECTION RESPONSIBILITIES

- A. Consultant shall conduct inspections throughout the progress of the abatement project. Inspections shall be conducted to document the progress of the abatement work, as well as the procedures and practices employed by the Contractor.
- B. The Consultant shall perform the following inspections during abatement activities:
 1. Pre-commencement Inspection. Pre-commencement inspections shall be performed at the time requested by the Contractor. The Consultant shall be informed of a minimum of 12-hours prior to the time the inspection is required. If deficiencies are identified during the pre-commencement inspection, the Contractor shall perform the necessary adjustments to obtain compliance.
 2. Work Area Inspection. Work area inspections shall be conducted on a daily basis at the discretion of the Consultant. During the work inspections, the Consultant shall observe the Contractor's removal methods and procedures, verify barrier integrity, monitor negative air filtration devices, assess project progress, and inform the Contractor of specific remedial activities if deficiencies are noted.
 3. Final Visual Inspection. Upon request of the Contractor, the Consultant shall conduct a final work area visual inspection. If residual dust or debris is identified during the final inspection, the Contractor shall comply with the request of the Consultant to render the area "dust free."

3.7 DISPOSAL OF ASBESTOS

- A. Disposal of ACM or asbestos-contaminated material must be in compliance with requirements of and authorized by the EPA, CTDEEP, and CTDPH.

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- B. Disposal approvals shall be obtained before commencing asbestos abatement.
- C. A copy of approved disposal authorization shall be provided to the Owner and Consultant, and any required federal, state, or local agencies.
- D. Copies of all fully executed Waste Shipment Records (WSR) will be retained by the Consultant as part of the project file. The Contractor shall document the specific amount of waste on each WSR, portion/location of the Site building it was generated from, and the type of waste. Upon receipt of the ACM waste, the landfill operator will sign the WSR, and the quantity of asbestos debris leaving the Site, and arriving at the landfill is documented for the Owner.
- E. All asbestos debris shall be transported in covered, sealed vans, boxes, or dumpsters, which are physically isolated from the driver by an airtight barrier. All vehicles must be properly licensed to meet DOT requirements.
- F. Any vehicles used to store or transport ACM will either be removed from the property at night or shall be securely locked and posted to prevent disturbance.
- G. Any incident and/or accident that may result in spilling, exposure, or environmental release of asbestos waste outside the work area, on and off the property, and all related issues shall be the sole responsibility of the Contractor.

END OF SECTION 02 82 14

SECTION 02 83 19 – LEAD PAINT AWARENESS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. General Provisions of Contract, including General Supplementary Conditions, shall apply to this Section.
- B. Fuss & O’Neill, Inc. (Fuss & O’Neill) Limited Hazardous Building Materials Inspection Report dated April 2023, Revised September 22, 2023 and January 31, 2024 (Attachment A).
- C. Asbestos Roofing Abatement Section 02 82 14.
- D. Hazardous Materials Abatement Drawing HM-01.

1.2 SUMMARY OF WORK

- A. Work of this Section includes requirements for worker protection and waste disposal related to exterior painting and repair work involving lead-based paint (LBP)-coated building components and surfaces (the “Work” at 22 Liberty Street, Meriden, Connecticut (the “Site”).
- B. The procedures referenced herein shall be utilized during required repair/replacement work specified elsewhere that may impact building components coated with LBP. The following exterior painted components were determined to be coated with LBP by lead determination utilizing X-Ray Fluorescence (XRF):
 - 1. Exterior Wood Trim (Presumed Lead Based Paint)
- C. The repair/replacement work impacting LBP and lead-containing paint may result in dust and debris exposing workers to levels of lead above the Occupational Safety and Health Administration’s (OSHA) Action Level. Worker protection, training, and engineering controls referenced herein shall be strictly followed, until completion of exposure assessment with results indicating exposures below the “Action Level”. **This Section does not involve lead abatement but identified worker protection requirements for trades involved in the demolition and disposal procedures if lead is involved in the demolition waste stream.**
- D. Construction activities disturbing surfaces with LBP and lead-containing paint that are likely to be employed, such as demolition, sanding, grinding, welding, cutting, and burning, have been known to expose workers to levels of lead in excess of the OSHA Permissible Exposure Limit (PEL). All work specified in the technical sections of the Contract Documents shall also be in conformance with this Technical Specification Section 02 83 19 for Lead Paint Awareness.

1.3 DEFINITIONS

- A. The following definitions relative to LBP shall apply:

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1. Action Level (AL) - The allowable employee exposure, without regard to use of respiratory protection, to an airborne concentration of lead over an eight-hour time-weighted average (TWA) as defined by OSHA. The current action level is thirty micrograms per cubic meter ($30 \mu\text{g}/\text{m}^3$) of air.
2. Area Monitoring - The sampling of lead concentrations, which is representative of the airborne lead concentrations that may reach the breathing zone of personnel potentially exposed to lead.
3. Biological Monitoring - The analysis of a person's blood and/or urine, to determine the level of lead concentration in the body.
4. CDC - The Center for Disease Control.
5. Change Room - An area provided with separate facilities for clean protective work clothing and equipment and for street clothes, which prevents cross-contamination.
6. Component Person - A person employed by the Contractor who is capable of identifying existing and predictable lead hazards in the surroundings or working conditions, and who has authorization to take prompt corrective measures to eliminate them as defined by OSHA.
7. Consultant - Fuss & O'Neill, Inc.
8. USEPA - United States Environmental Protection Agency.
9. Exposure Assessment - An assessment conducted by an employer to determine if any employee may be exposed to lead at or above the action level.
10. High Efficiency Particulate Air (HEPA) - A type of filtering system capable of filtering out particles of 0.3 microns diameter from a body of air at 99.97% efficiency or greater.
11. HUD - United States Housing and Urban Development.
12. Lead - Refers to metallic lead, inorganic lead compounds, and organic lead soaps. Excluded from this definition are other organic lead compounds.
13. Lead Work Area - An area enclosed in a manner to prevent the spread of lead dust, paint chips, or debris resulting from lead containing paint disturbance.
14. Lead Paint - Refers to paints, glazes, and other surface coverings containing a toxic level of lead.
15. MSHA - Mine Safety and Health Administration.
16. NARI - National Association of The Remodeling Industry.
17. NIOSH - National Institute of Occupational Safety and Health.
18. OSHA - Occupational Safety and Health Administration.
19. Owner - Meriden Public Schools - An employee or executive who has the principle responsibility for a process, program, or project.
20. Permissible Exposure Limit (PEL) - The maximum allowable limit of exposure to an airborne concentration of lead over an eight (8)-hour TWA, as defined by OSHA. The current PEL is fifty micrograms per cubic meter ($50 \mu\text{g}/\text{m}^3$) of air. Extended workdays lower the PEL by the formula: PEL equals 400 divided by the number of hours of work.
21. Personal Monitoring - Sampling of lead concentrations within the breathing zone of an employee to determine the 8-hour time weighted average concentration in accordance with OSHA Title 29 CFR, Parts 1910.1025 and 1926.62. Samples shall be representative of the employee's work tasks. Breathing zone shall be considered an area within a sphere with a radius of 18-inches and centered at the nose or mouth of an employee.
22. Resource Conservation and Recovery Act (RCRA) - RCRA establishes regulatory levels of hazardous chemicals. There are eight (8) heavy metals of concern for disposal: arsenic, barium, cadmium, chromium, lead, mercury, selenium, and silver. Six (6) of the metals are typically in paints, excluding selenium and silver.

23. SDS - Safety Data Sheets.
24. TWA - Time Weighted Average.
25. Toxic Level of Lead - A level of lead, when present in dried paint or plaster, contains equal to or more than 0.50% lead by dry weight as measured by atomic absorption spectrophotometry (AAS) or 1.0 milligram per square centimeter (mg/cm²) as measured by on site testing utilizing an x ray fluorescence analyzer. (Term is specific to State of CT regulations and HUD guidelines only.)
26. Toxicity Characteristic Leaching Procedure (TCLP) - The United States Environmental Protection Agency (EPA) required sample preparation and analysis for determining the hazard characteristics of a waste material.

1.4 REGULATIONS AND STANDARDS

- A. The following regulations, standards, and ordinances of federal, state, and local agencies are applicable and made a part of this specification by reference:

1. American National Standards Institute (ANSI)
 - a. ANSI 288.2 - 1980 Respiratory Protection
2. Code of Federal Regulation (CFR)
 - a. Title 29 CFR, Part 1910.134 - Respiratory Protection
 - b. Title 29 CFR, Part 1910.1025 - Lead
 - c. Title 29 CFR, Part 1910.1200 - Hazard Communication
 - d. Title 29 CFR, Part 1926.55 - Gases, Vapors, Fumes, Dusts, and Mists
 - e. Title 29 CFR, Part 1926.57 - Ventilation
 - f. Title 29 CFR, Part 1926.59 - Hazard Communication in Construction
 - g. Title 29 CFR, Part 1926.62 - Lead in Construction Interim Final Rule
 - h. Title 40 CFR, Parts 124 and 270 - Hazardous Waste Permits
 - i. Title 49 CFR, Part 172 - Hazardous Materials Tables and Communication Regulations
 - j. Title 49 CFR, Part 178 - Shipping Container Specifications
 - k. Title 40 CFR, Part 260 - Hazardous Waste Management Systems: General
 - l. Title 40 CFR, Part 261 - Identification and Listing of Hazardous Waste
 - m. Title 40 CFR, Part 262 - Generators of Hazardous Waste
 - n. Title 40 CFR, Part 263 - Transporters of Hazardous Waste
 - o. Title 40 CFR, Part 264 - Owner and Operators of Hazardous Waste Treatment, Storage, and Disposal Facilities
 - p. Title 40 CFR, Part 265 - Interim Statutes for Owner and Operators of Hazardous Waste Treatment, Storage, and Disposal Facilities
 - q. Title 40 CFR, Part 268 - Lead Disposal Restrictions
 - r. Title 49 CFR, Parts 170 - 180
3. Underwriters Laboratories, Inc. (UL)
 - a. UL586 - 1990 High Efficiency Particulate Air Filter Units

1.5 QUALITY ASSURANCE

A. Hazard Communication Program

1. The Contractor shall establish and implement a Hazard Communication Program as required by OSHA Title 29 CFR, Part 1926.59.

B. Compliance Plan (Site Specific)

1. The Contractor shall establish a written compliance plan, which is specific to the project site, to include the following:
 - a. A description of work activity involving lead including equipment used, included material, controls in place, crew size, employee job responsibilities, operating procedures, and maintenance practices.
 - b. Methods of engineering controls to be used to control lead exposure.
 - c. The proposed technology the Contractor will implement in meeting the PEL.
 - d. Air monitoring data documenting the source of lead emissions.
 - e. A detailed schedule for implementing the program, including documentation of appropriate supply of equipment, etc.
 - f. Proposed work practice which establishes proper protective work clothing, housekeeping methods, hygiene facilities, and practices.
 - g. Worker rotation schedule, if proposed, to reduce TWA.
 - h. A description of methods for informing workers of potential lead exposure.

C. Hazardous Waste Management

1. The Contractor shall establish a Hazardous Waste Management Plan, which shall comply with applicable regulations and address the following:
 - a. Identification of hazardous wastes
 - b. Estimated quantity of waste to be disposed
 - c. Names and qualifications of each subcontractor who will be transporting, storing, treating, and disposing of wastes
 - d. Disposal facility location and 24-hour point of contact
 - e. Establish EPA state hazardous waste and identification numbers if applicable
 - f. Names and qualifications (experience and training) of personnel who will be working on site with hazardous wastes.
 - g. List of waste handling equipment to be used in performing the work to include cleaning, volume reduction, if applicable, and transport equipment
 - h. Qualifications of laboratory to be utilized for TCLP sampling and analysis
 - i. Spill prevention, containment, and countermeasure plan (SPCC)
 - j. Work plan and schedule for waste containment, removal, treatment, and disposal

D. Medical Examinations

1. Before exposure to lead-contaminated dust, provide workers with a comprehensive medical examination as required by OSHA Title 29 CFR, Parts 1910.1025 and 1926.62.
2. The examination shall not be required if adequate records show that employees have been examined as required by OSHA Title 29 CFR, Part 1926.62 within the last year.

3. Medical examination shall include, at a minimum, approval to wear respiratory protection and biological monitoring.

E. Training

1. The Contractor shall ensure that workers are trained to perform lead paint disturbing activities and disposal operations prior to the start of work, in accordance with OSHA Title 29 CFR, Part 1926.62.

F. Respiratory Protection Program

1. The Contractor shall furnish each employee required to wear a negative pressure respirator with a respirator fit test at the time of initial fitting and at least once every six months thereafter, as required by OSHA Title 29 CFR, Part 1926.62.
2. The Contractor shall establish a Respiratory Protection Program in accordance with ANSI Z88.2, OSHA Title 29 CFR, Parts 1910.134 and 1926.62.

1.6 SUBMITTALS

A. The Contractor shall submit the following to the Consultant and Owner in one complete package prior to the pre-construction meeting and at least 10 business days before the start of the Work:

1. Submit a schedule to the Owner and the Consultant, which defines a timetable for executing and completing the project, including work area preparations, removal, cleanup, and decontamination.
2. Submit a current valid certificate of insurance.
3. Submit the name and address of the hauling contractor and location of the landfill to be used. Also submit current valid operating permits and certificates of insurance for the transporter and landfill. If materials containing Lead Based Paint will be disposed at a RCRA Facility
4. Submit the plans and construction details for the construction of the decontamination systems and the isolation of the work areas as may be necessary for compliance with this specification and applicable regulations.
5. Submit copies of medical records for each employee to be used on the project, including results of biological monitoring and a notarized statement by the examining physician that such an examination occurred.
6. Submit workers' valid training certificates.
7. Submit record of successful respirator fit testing performed by a qualified individual within the previous six months, for each employee to be used on this project with the employee's name and social security number with each record.
8. Submit the name and address of Contractor's blood lead testing lab, OSHA Center for Disease Control (CDC) listing, and certification in the State of Connecticut.
9. Submit detailed product information on all materials and equipment proposed for demolition work on this project.
10. Submit pertinent information regarding the qualifications of the Project Supervisor (competent person) for this project, as well as a list of past projects completed.
11. Submit a chain-of-command for the project.
12. Submit a site-specific Emergency Action Plan for the project.

13. Submit a written site-specific written Respiratory Protection Program for employees for the Work, including make, model and NIOSH approval numbers of respirators to be used at the Site (if applicable).
14. No work on the Site will be allowed to begin until the Owner and the Consultant as listed herein accept the Pre-Construction Submittals. Any delay caused by the Contractor's refusal or inability to submit this documentation accurately, completely, and in a timely manner does not constitute a cause for change order or a time extension.

B. The following shall be submitted to the Owner and Consultant during the Work:

1. Results of personal air sampling
2. Training and medical records for new employees to start Site work (24-hours in advance)

C. The following shall be submitted to the Owner and Consultant at the completion of the Work:

1. Copies of all air sampling results.
2. Contractor logs.
3. Copies of manifests and receipts acknowledging disposal of all waste material from the project showing delivery date, quantity, and appropriate signature of landfill's authorized representative.

1.7 PERSONAL PROTECTION

A. Exposure Assessment

1. The Contractor shall determine if any worker will be exposed to lead at or above the action level.
2. The exposure assessment shall identify the level of exposure a worker would be subjected to without respiratory protection.
3. The exposure assessment shall be achieved by obtaining personal air monitoring samples representative of a full shift at least (8-hour TWA).
4. During the period of the exposure assessment, the Contractor shall institute the following procedures for protection of workers:
 - a. Protective clothing shall be utilized
 - b. Respiratory protection
 - c. Change areas shall be provided
 - d. Hand washing facilities and shower
 - e. Biological monitoring
 - f. Training of workers

B. Respiratory Protection

1. The Contractor shall furnish appropriate respirators approved by the National Institute of Occupational Safety and Health (NIOSH)/Mine Safety and Health Administration (MSHA) for use in atmospheres containing lead dust.
2. Respirators shall comply with the requirements of OSHA Title 29 CFR, Part 1926.62.
3. Workers shall be instructed in all aspects of respiratory protection.
4. The Contractor shall have an adequate supply of HEPA filter elements and spare parts on-site for all types of respirators in use.

5. The following minimum respirator protection for use during paint removal or demolition of components and surfaces with lead paint shall be the half-face air purifying respirator with a minimum of dual P100 filter cartridges for exposures (not in excess of 500 $\mu\text{g}/\text{m}^3$ or 10 x PEL).

C. Protective Clothing

1. Personal protective clothing shall be provided for all workers, supervisors, and authorized visitors entering the work area.
2. Each worker shall be provided daily with a minimum of two complete disposable coverall suits.
3. Removal workers shall not be limited to two (2) coveralls, and the Contractor shall supply additional coveralls as necessary.
4. Under no circumstances shall anyone entering the abatement area be allowed to re-use a contaminated disposable suit.
5. Disposable suits (TYVEK™ or equivalent), and other personal protective equipment (PPE) shall be donned prior to entering a lead control area. A change room shall be provided for workers to don suits and other PPE with separate areas to store street clothes and personal belongings.
6. Eye protection for personnel engaged in lead operations shall be furnished when the use of a full-face respirator is not required.
7. Goggles with side shields shall be worn when working with power tools or a material that may splash or fragment, or if protective eye wear is specified on the SDS for a particular product to be used on the project.

1.8 PERSONAL MONITORING

A. General.

1. The Contractor shall be required to perform the personal air sampling activities during lead paint disturbing work. The results of such air sampling shall be posted, provided to individual workers, and submitted to the Owner/Consultant as described herein.

B. Air Sampling.

1. Air samples shall be collected for the duration of the work shift or for 8 hours, whichever is less. Personal air samples need not be collected every day after the first day, if working conditions remain unchanged, but must be collected each time there is a change in removal operations, either in terms of the location or in the type of work. Sampling will be used to determine 8-hour TWA. The Contractor shall be responsible for personal air sampling as outlined in OSHA Title 29 CFR, Parts 1910.1025 & 1926.62.
2. Air sampling results shall be reported to individual workers in written form no more than 48-hours after the completion of a sampling cycle. The reporting document shall list each sample's result, sampling time and date, personnel monitored, flow rate, sample duration, sample yield, cassette size, and analysts' name and company, and shall include an interpretation of the results. Air sample analysis results will be reported in $\mu\text{g}/\text{m}^3$.

- C. Testing Laboratory.
 - 1. The Contractor's testing lab shall be currently participating in the American Industrial Hygiene Association's (AIHA) Environmental Lead Laboratory Accreditation Program (ELLAP). The Contractor shall submit to the Engineer for review and acceptance, the name and address of the laboratory, certification(s) of AIHA participation, a listing of relevant experience in air lead analysis, and presentation of a documented Quality Assurance and Quality Control Program.

PART 2 - PRODUCTS

2.1 GENERAL

- A. Any substitution in materials, equipment, or methods to those specified shall be approved by the Owner and Consultant prior to use. Any requests for substitution shall be provided in writing to the Owner and Consultant. The request shall clearly state the rationale for the substitution.
- B. Submit to the Owner and Consultant product data of all materials and equipment and samples of all materials to be considered as an alternate.
- C. Product data shall consist of manufacturer; catalog sheets, brochures, diagrams, schedules, performance charts, illustrations, SDS, and other standard descriptive data. Submittal data shall be clearly marked to identify pertinent materials, products or equipment and show performance characteristics and capacities.
- D. Samples shall be of sufficient size and quantity to clearly illustrate the functional characteristics of the product or material with integrally related parts and attachment devices.

2.2 MATERIALS AND PRODUCTS

- A. Deliver all materials in the original packages, containers, or bundles bearing the name of the manufacturer and the brand name and product technical description.
- B. Damaged or deteriorating materials shall not be used and shall be removed from the premises.
- C. The Contractor shall have available sufficient inventory or dated purchase orders for materials necessary for the project including protective clothing, respirators, filter cartridges, polyethylene (poly) sheeting of proper size and thickness, tape, and air filters.
- D. Materials
 - 1. Poly sheeting in a roll size to minimize the frequency of joints shall be delivered to the Site with factory label indicating 6-mil.
 - 2. Poly disposable bags shall be 6-mil. Tie wraps for bags shall be plastic, five inches long (minimum), pointed and looped to secure filled plastic bags.
 - 3. Tape or spray adhesive will be capable of sealing joints in adjacent poly sheets and for attachment of poly sheeting to finished or unfinished surfaces of dissimilar materials and capable of adhering onto both dry and wet conditions, including use of amended water.

4. Impermeable containers are to be used to receive and retain any lead-containing or contaminated materials until disposal at an acceptable disposal site. The containers shall be labeled in accordance with EPA and DOT standards.
5. HEPA filtered exhaust systems shall be used during powered dust-generating abatement operations. The use of powered equipment without HEPA exhausts on this Site shall be prohibited.

2.3 TOOLS AND EQUIPMENT

- A. Provide suitable tools for all lead disturbing operations.
- B. The Contractor shall have available power cables or sources such as generators (where required).
- C. Vacuum units, of suitable size and capacities for the project, shall have HEPA filter(s) capable of trapping and retaining 99.97% of all mono-dispersed particles of 0.3 micrometers in diameter.

PART 3 - EXECUTION

3.1 PRE-CONSTRUCTION MEETING

- A. At least one week prior to the start of work, a Pre-Construction Meeting will be scheduled and must be attended by the Contractor and any Subcontractors. The assigned Contractor Site Supervisor must attend this meeting.
- B. The Contractor shall present a detailed project schedule and project submittal package at the Pre-Construction Meeting. Variations, amendments, and corrections to the presented schedule will be discussed, and the Owner and Consultant will inform the Contractor of any scheduling adjustments for this project.
- C. Following the Pre-Construction Meeting, the Contractor shall submit a revised schedule (if needed) no later than one week after the meeting.

3.2 WORKER PROTECTION/TRAINING

- A. The Contractor shall provide appropriate training, respiratory and other PPE, and biological monitoring for each worker and ensure proper usage during potential lead exposure and the initial exposure assessment.
- B. Workers who will perform procedures must have completed one of the following training courses:
 1. EPA "Lead Safe Work Practices" Renovation Repair and Painting (RRP) Training (8 hours)
 2. Lead Awareness training in accordance with the OSHA Lead-in-Construction Standard (29 CFR 1926.62)

3.3 CONTRACTOR'S RESPONSIBILITIES

- A. The Contractor shall be responsible for establishing and maintaining controls referenced herein to prevent dispersal of lead contamination from the lead work area.
- B. The Contractor shall also be responsible for conducting work with applicable federal, state, and local regulations as referenced herein.

3.4 WORKER HYGIENE PRACTICES *(Required during initial exposure assessment and if results of air sampling are above OSHA Action Level)*

- A. Work Area Entry.
 - 1. Workers shall don PPE prior to entering work area, including respiratory protection, disposable coveralls, gloves, headgear, and footwear.
- B. Work Area Departure.
 - 1. While leaving respirators on, workers shall remove all gross contamination, debris, and dust from disposable coveralls, then proceed to change room and remove coveralls and footwear and place in hazardous waste disposal container.
- C. Hand washing Facilities.
 - 1. All workers must wash their hands and faces upon leaving the work area.
- D. Equipment.
 - 1. All equipment used by workers inside the work area shall be wet-wiped or bagged for later decontamination before removal from the work area.
- E. Prohibited Activities.
 - 1. Under no circumstances shall workers eat, drink, smoke, chew gum or tobacco, apply cosmetics, or remove their respirators in the work area.
- F. Shock Hazards.
 - 1. The Contractor shall be responsible for using safe procedures to avoid electrical hazards. All temporary electrical wiring will be protected by a ground fault circuit interrupter (GFCI).

3.5 LEAD WORK AREA *(Required during initial exposure assessment and if results of air sampling are above OSHA Action Level)*

- A. The Contractor shall place lead warning signs at all entrances and exits from the work area. Signage shall be a minimum of 20" x 14" and shall state the following:

**DANGER
LEAD WORK AREA
MAY DAMAGE FERTILITY OR THE UNBORN CHILD
CAUSES DAMAGE TO THE CENTRAL NERVOUS SYSTEM
DO NOT EAT, DRINK OR SMOKE IN THIS AREA**

- B. The Contractor shall designate a change room as specified in this Section. The change room shall consist of two layers of 6-mil thickness poly sheeting on the floor surface adjacent to the lead work area. The change room shall have separate storage facilities for street clothes to avoid cross-contamination.
- C. The Contractor shall provide potable water for hand and face washing and provide a portable shower unit.
- D. The Contractor shall place 6-mil poly drop cloths on floor/ground surfaces prior to beginning removal work to facilitate clean-up.

3.6 WORK AREA CLEAN-UP

- A. The Contractor shall remove all loose chips and debris from floor surfaces and place in hazardous waste disposal bags.
- B. The Contractor shall clean using a HEPA filter equipped vacuum the adjacent surfaces to remove dust and debris.
- C. Poly drop cloths shall be cleaned and properly disposed of general construction and demolition waste.

3.7 WASTE DISPOSAL

- A. The Contractor's contractual liability shall be the proper disposal of all non-hazardous wastes generated at the Site in accordance with all applicable federal, state, and local regulations as referenced herein.
 - 1. Fuss & O'Neill, Inc. did not collect a sample for TCLP analysis for disposal characterization of the anticipated waste stream. The Consultant shall be responsible for collecting a waste characterization sample for TCLP analysis, as is required by the disposal site. Results of the TCLP analysis shall be forwarded by the Consultant to the Contractor prior to the waste being transported off of the Site. If the analytical result of the TCLP is ≥ 5.0 milligrams per liter (mg/L), the waste shall be considered hazardous and transported and disposed of as such.

3.8 CONSULTANT

- A. The Owner may retain a Consultant for the purpose of construction administration and project monitoring during demolition work at the Site.
- B. The Consultant will represent the Owner in all tasks of the project at the discretion of the Owner.

3.9 CONSULTANT'S RESPONSIBILITIES

- A. The Consultant may conduct air sampling to ascertain the integrity of controls that protect the environment from possible lead contamination. Independently, the Contractor shall monitor air quality within the work area to ascertain the protection of employees and to comply with OSHA regulations.
- B. The Consultant's project monitor may collect and analyze air samples during the following period:
 - 1. Demolition Period. If required, the Consultant shall collect air samples on a daily basis during the work period. A sufficient number of area air samples shall be collected outside of the work area, to evaluate the degree of cleanliness or contamination of the environment during removal. Additional air samples may be collected inside the work area and decontamination system, at the discretion of the project monitor.
- C. If the Consultant determines that the building air quality has become contaminated from the project, they shall immediately inform the Contractor to cease all demolition operations and implement a work stoppage clean-up procedure. The Contractor shall conduct a thorough clean-up of the areas designated by the Consultant. No further removal work may occur until the Consultant has assessed that the air and/or surfaces have been decontaminated and the source of the contamination has been rectified.
- D. Pre-abatement and abatement air samples shall be collected as required to obtain a volume of 600 liters of air. Air samples shall be analyzed by NIOSH Method 7300 sampling protocol.

3.10 CONSULTANT'S INSPECTION RESPONSIBILITIES

- A. The Consultant may conduct inspections throughout the progress of the demolition project. Inspections shall be conducted to document the progress of the work, as well as the procedures and practices employed by the Contractor.
- B. The Consultant shall perform the following inspections during the course of abatement activities:
 - 1. Pre-commencement Inspection. Pre-commencement inspections shall be performed at the time requested by the Contractor. The Consultant shall be informed a minimum of 12 hours prior to the time the inspection is required. If deficiencies are identified during the pre-commencement inspection, the Contractor shall make the necessary adjustments to obtain compliance.
 - 2. Work Area Inspections. Work area inspections shall be conducted on a daily basis at the discretion of the Consultant. During the work inspections, the Consultant will observe the Contractor's removal methods and procedures, assess project progress, and inform the Contractor of specific remedial activities if deficiencies are noted.

END OF SECTION 02 83 19

MERIDEN PUBLIC SCHOOLS
ADMINISTRATIVE OFFICES
ROOFING REPLACEMENT
MERIDEN, CONNECTICUT

DRAWING HM-01

MERIDEN PUBLIC SCHOOLS
ADMINISTRATIVE OFFICES
ROOFING REPLACEMENT
MERIDEN, CONNECTICUT

ATTACHMENT A

**FUSS & O'NEILL, INC. (FUSS & O'NEILL) LIMITED HAZARDOUS BUILDING MATERIALS
INSPECTION REPORT DATED APRIL 2023, REVISED SEPTEMBER 22, 2023 AND
JANUARY 31, 2024**

Limited Hazardous Building Materials Inspection

Inspection Date: April 13, 2023
Slate Roof Renovations
22 Liberty Street
Meriden, Connecticut

Andrade Architects, LLC
Meriden, Connecticut

April 2023
Revised September 22, 2023 and January 31, 2024



Fuss & O'Neill, Inc.
146 Hartford Road
Manchester, CT 06040



FUSS & O'NEILL

April 25, 2023; Revised September 22, 2023 and January 31, 2024

Mr. Robert A. Andrade, AIA
Andrade Architects, LLC
PO Box 787
Meriden, CT 06450

**Re: Limited Hazardous Building Materials Inspection
Slate Roof Renovations
Meriden Board of Education, 22 Liberty Street, Meriden CT
Fuss & O'Neill Project No. 20170932.C55**

Dear Mr. Andrade

Enclosed is the report for the limited hazardous building materials inspection conducted in response to the proposed renovations for the Board of Education located at 22 Liberty Street, Meriden, CT (the "Site"). The work was conducted for Andrade Architects, LLC (the "Client").

The services were performed on April 13, 2023 by a Fuss & O'Neill, Inc. licensed inspector and included a limited asbestos-containing material (ACM) inspection and a visual inspection for polychlorinated biphenyls (PCBs) in source building materials. The information summarized in this report is for the above-mentioned materials only. The work was performed in accordance with our written proposal dated September 22, 2022.

If you should have any questions regarding the contents of this report, please do not hesitate to contact me at (860) 783-4662. Thank you for this opportunity to have served your environmental needs.

Sincerely,

Carlos Texidor
Associate

Enclosure

146 Hartford Road
Manchester, CT
06040

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California

Connecticut

Maine

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New York

Rhode Island

Vermont

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1 Introduction

On April 13, 2023, Fuss & O'Neill, Inc. (Fuss & O'Neill) representative Felix Revoir performed a limited hazardous building materials inspection for the proposed renovations at the Meriden Board of Education located at 22 Liberty Street in Meriden, Connecticut (the "Site"). The work was conducted for Andrade Architects, LLC (the "Client") in accordance with our written scope of services dated September 22, 2022, and is subject to the limitations included in *Appendix A*.

The limited inspection included the following:

- Limited asbestos-containing material (ACM) inspection; and
- Visual inspection for Polychlorinated biphenyls (PCBs).

This limited hazardous building materials inspection was performed in response to the proposed renovation activities and includes the roof and windows.

This inspection was limited to non-invasive and discrete sampling techniques. Specific areas that were not inspected include the following:

- Areas and building materials that will not be impacted by the renovation;
- Beneath/behind window and door frames;
- Within mechanical equipment;
- Spaces above fixed ceilings, solid walls and between and beneath floors; and
- Concealed pipe chases.

We have excluded collection and analysis of building materials for PCBs. Sampling for PCBs is presently not mandated by the Environmental Protection Agency (EPA); however, significant liability risk for disposing of PCB-containing wastes exists. Recent knowledge of PCBs within these matrices has become more prevalent, especially with remediation contractors, waste haulers, and disposal facilities. Many property Owners have become subject to large changes in schedule, scope, and costs as a result of failure to identify this possible contaminant prior to renovation or demolition.

1.1 Building and Mechanical System Description

The building structure includes three stories with a full basement and was reportedly constructed in 1885. The building contains approximately 31,390 square feet (SF) of total floor area. According to the City of Meriden Property Card, renovations to the building were completed in 1985. The building is heated by an oil-fired forced hot air boiler system.

2 Asbestos Inspection

A property owner must ensure that a thorough ACM inspection is performed prior to possible disturbance of suspect ACM during renovation or demolition activities. This is a requirement of the

EPA National Emission Standards for Hazardous Air Pollutants (NESHAP) regulation located at Title 40 CFR, Part 61, Subpart M.

On April 13, 2023, Mr. Felix Revoir of Fuss & O'Neill conducted the limited inspection. Mr. Felix Revoir is a State of Connecticut Department of Public Health (CTDPH)-licensed Asbestos Inspector. Refer to *Appendix B* for the Asbestos Inspector license and accreditation.

2.1 Methodology

The limited inspection was conducted by visually inspecting for suspect ACM and touching each of the suspect materials. The suspect materials were categorized into three EPA NESHAP groups: friable and non-friable Category I and Category II type ACM.

- A Friable Material is defined as material that contains greater than 1 percent ($> 1\%$) asbestos that when dry **can** be crumbled, pulverized, or reduced to powder by hand pressure.
- A Category I Non-Friable Material refers to material that contains $> 1\%$ asbestos (i.e., packings, gaskets, resilient floor coverings, and asphalt roofing products) that when dry **cannot** be crumbled, pulverized, or reduced to powder by hand pressure.
- A Category II Non-Friable Material refers to any non-friable material excluding Category I materials that contain $> 1\%$ asbestos that when dry, **cannot** be crumbled, pulverized, or reduced to powder by hand pressure.

The suspect ACM were also categorized into their applications including Thermal System Insulation (TSI), Surfacing ACM (S), and Miscellaneous ACM (M). TSI includes those materials used to prevent heat loss/gain or water condensation on mechanical systems. Examples of TSI are pipe insulation, boiler insulation, duct insulation, and mudded pipe fitting insulations. Surfacing ACM includes those ACM that are applied by spray, trowel, or otherwise applied to an existing surface. Surfacing ACM is commonly used for fireproofing, decorative, and acoustical applications. Miscellaneous materials include those ACM not listed as thermal or surfacing, such as linoleum, vinyl asbestos flooring, ceiling tiles, caulking, glues, construction adhesives, etc.

The EPA recommends collecting suspect ACM samples in a manner sufficient to determine asbestos content and to segregate each suspect type of homogeneous (similar in color, texture, and date of application) materials. The EPA NESHAP regulation does not specifically identify a minimum number of samples to be collected for each homogeneous material, but the NESHAP regulation does recommend the use of sampling protocols included in Title 40 CFR, Part 763, Subpart E: Asbestos Hazard Emergency Response Act (AHERA).

The EPA AHERA regulation requires a specific number of samples be collected based on the type of material and quantity present. This regulation includes the following protocol:

1. Surfacing Materials (S) (i.e., plasters, spray-applied fireproofings, etc.) must be collected in a randomly distributed manner representing each homogeneous area based on the overall quantity represented by the sampling as follows:

- a. Three (3) samples collected from each homogeneous area that is less than or equal to 1,000 square feet.
 - b. Five (5) samples collected from each homogeneous area that is greater than 1,000 square feet but less than or equal to 5,000 square feet.
 - c. Seven (7) samples collected from each homogeneous area that is greater than 5,000 square feet.
2. Thermal System Insulation (TSI) (i.e., pipe insulations, tank insulations, etc.) must be collected in a randomly distributed manner representing each homogeneous area. Three (3) samples must be collected from each material. Also, a minimum of one (1) sample of any patching materials applied to TSI presuming the patched area is less than 6 linear or square feet should be collected.
 3. Miscellaneous materials (M) (i.e., floor tile, gaskets, construction mastics, etc.) should have a minimum of two (2) samples collected for each type of homogeneous material. Sample collection was conducted in a manner sufficient to determine asbestos content of the homogeneous material as determined by the inspector.

The inspector collected samples of those suspect ACM anticipated to be disturbed by the proposed renovation activities and prepared a proper chain of custody form for transmission of the samples to EMSL Analytical, Inc. (EMSL) for analysis. EMSL is a State of Connecticut-licensed and American Industrial Hygiene Association (AIHA)-accredited asbestos laboratory. The sample locations, material type, sample identification, and asbestos content are identified by bulk sample analysis in **Table 1** attached hereto. Suspect ACM not listed in the table that may be identified later at the Site, should be assumed to be ACM until sample collection and analysis indicate otherwise. Initial asbestos sample analysis was conducted using the EPA Interim Method for the Determination of Asbestos in Bulk Building Materials (EPA/600/R-93/116) via Polarized Light Microscopy with Dispersion Staining (PLM/DS).

If samples of suspect materials could not be collected or were inaccessible but observed elsewhere, these materials were assumed to contain asbestos and the inspector approximated quantities. The exterior and roof were included in the scope of work for this limited inspection. Eagle Rivet assisted Fuss & O'Neill in obtaining and repairing roof sample locations. Also, intrusive investigative techniques were not performed at the Site to access and observe concealed areas that may have had suspect ACM that were hidden or obstructed from normal view.

Hard enclosures or obstructed areas typically include, but are not limited to, the following:

- Wall cavities
- Pipe chases
- Spaces above fixed ceilings
- Foundation walls
- Spaces behind the brick façade
- Areas behind equipment (including freezers and refrigeration units)
- Behind mirrors, blackboards, and signage
- Vapor/moisture barrier under floors or on concrete foundations

Subsurface investigations including, but not limited to, concrete foundations were not performed. Also, Fuss & O'Neill did not conduct subsurface investigations to identify suspect cementitious pipe throughout the Site.

2.2 Results

Utilizing the EPA protocol and criteria, the following materials were determined to contain asbestos:

- Lower South Roof (2nd Floor) - Black Glaze on Brick (Repair)
- Lower Roof (2nd Floor): East, South, and West – Brown window sealant
- Lower West Roof (2nd Floor): East, South, and West - Brown window frame glaze

Refer to **Table 1** for a complete list of ACM and non-ACM sampled as part of this limited inspection. Refer to **Table 2** attached hereto for the identified ACM inventory. Refer to *Appendix C* for the asbestos laboratory report and chain of custody form. Refer to *Appendix D* for Site photographs.

2.3 Discussion

The EPA and the Occupational Safety and Health Administration (OSHA) define a material that contains greater than one percent ($> 1\%$) asbestos, utilizing PLM/DS, as being an ACM. The CTDPH defines any material that contains equal to or greater than one percent ($\geq 1\%$) asbestos, utilizing PLM/DS, as being an ACM. Materials that are identified as "none detected" are specified as not containing asbestos.

Suspect ACM not identified during this limited inspection should be presumed to contain asbestos until sample collection and laboratory analysis indicate otherwise.

Additionally, the EPA has suggested that materials that are non-friable organically bound (NOB) materials (e.g., asphaltic-based materials, adhesives, etc.) are recommended for further confirmatory analysis utilizing Transmission Electron Microscopy (TEM). Twelve of the collected samples were recommended to be analyzed by TEM. The results of TEM analysis are denoted in *Table 1*.

2.4 Conclusions and Recommendations

Based on visual observations, sample collection, and laboratory analysis, asbestos has been identified in some of the materials sampled at the Site.

Prior to disturbance, ACM that would likely be impacted by the proposed renovation activities must first be abated by a state-licensed Asbestos Abatement Contractor. This is a requirement of CTDPH, and EPA NESHAP regulations governing asbestos abatement.

Due to the inability to effectively separate some types of multi-layered ACM (e.g., floor tiles and mastics,

etc.) from non-ACM, these materials are considered asbestos-contaminated and must be managed as ACM for the purposes of removal and disposal.

Suspect materials encountered during renovation/demolition that are not identified in this report as being non-ACM should be presumed to be ACM until sample collection and laboratory analysis indicate otherwise. Prior to renovation/demolition that may disturb hidden/inaccessible areas, we recommend conducting a supplemental asbestos inspection of these areas and spaces. List site-specific spaces below in a bulleted list

Materials are present at the Site where concentrations of asbestos are less than 1% ($< 1\%$). While the EPA and CTDPH identify materials containing $< 1\%$ as a non-asbestos containing material, OSHA worker protection regulations apply to materials containing any amount of asbestos.

Fuss & O'Neill recommends that if any ACM are to remain in the building following renovation/demolition activities, the materials should be managed in-place under a written Operations and Maintenance Program in accordance with OSHA regulations.

This report is not intended to be utilized as a bidding document or as a project specification document. The report is designed to aid the Client in locating identified ACM.

3 Presumed PCB-Containing Source Building Materials Visual Inspection

Sampling of building materials for polychlorinated biphenyls (PCBs) is presently not mandated by the EPA. However, significant liability exists for building owners who improperly dispose of PCB-containing waste material. Recent knowledge and awareness of PCBs within matrices has become more prevalent, especially amongst remediation contractors, waste haulers, and disposal facilities.

Presently, building materials containing PCBs at concentrations equal to or greater than (\geq) 50 parts per million (ppm) or the equivalent units of milligrams per kilogram (mg/kg) are regulated by the EPA and characterized as PCB Bulk Product. Building materials containing less than ($<$) 50 ppm may also be regulated unless proven to be an Excluded PCB Product. The definition of an Excluded PCB Product includes those products or source of the products containing < 50 ppm concentration PCBs that were legally manufactured, processed, distributed in commerce, or used before October 1, 1984. Building materials determined to be Excluded PCB Product containing > 1 ppm PCBs but < 50 ppm PCBs are regulated by the CTDEEP. Building materials containing ≤ 1 ppm PCBs are considered non-regulated.

Additionally, the identification of building materials containing regulated PCBs requires additional testing of the adjacent porous surfaces and/or soils, asphalt, and concrete located below source materials. The building materials adjacent to the regulated PCB material must be tested to determine if the adjacent materials are PCB contaminated and may also be considered PCB Bulk Products, if disposed of as source materials. Soils, asphalts, and concrete located below source materials must be tested to determine if the materials are PCB contaminated and considered PCB Remediation Waste.

3.1 Methodology

On April 13, 2023, Felix Revoir performed a visual inspection of roof caulking, window caulking, exhaust port glazing, sealant, and roofing tar scheduled to be impacted by the proposed project as materials which may contain PCBs.

Refer to **Table 3** for a list of presumed PCB-containing building materials.

3.2 Observations

The following materials are suspect PCB-containing materials that will be impacted by the renovation activities:

- Caulking
- Sealant
- Glazing

3.3 Conclusions and Recommendations

At a minimum, Fuss & O'Neill recommends the caulks, glazing, sealants and tar scheduled to be removed during the Project be presumed to contain PCBs and handled and disposed of in accordance with EPA regulations as PCB Bulk Product Waste. Due to roof being renovated and redone effecting the current caulks, glazing, sealants, and tar.

Fuss & O'Neill recommends that a comprehensive scope of work and technical specification for presumed PCB remediation during (renovation/demolition) be developed as part of Site (renovation/demolition) plans.

This report is not intended to be utilized as a bidding document or as a project specification document. The report is designed to aid the building owner, architect, construction manager, general contractors, and contractors in locating presumed PCB-containing materials.

Report prepared by Environmental Technician, Felix Revoir.

Reviewed by:



Carlos Texidor
Associate

Tables

Table 1
Summary of Suspect Asbestos-Containing Materials

Sample No.	Sample Location	NESHAP Category	Material Type	Asbestos Content	Analysis Method
04132023-FR-01A	Lower East Roof (2 nd Floor)		Black Caulk on Copper to Brick	None Detected	PLM/TEM
04132023-FR-01B	Lower South Roof (2 nd Floor)		Black Caulk on Metal to Brick	None Detected	PLM
04132023-FR-02A	Lower East Roof (2 nd Floor)		Brown Caulk on Red Stone	None Detected	PLM/TEM
04132023-FR-02B	Lower West Roof (2 nd Floor)		Brown Caulk on Red Stone	None Detected	PLM
04132023-FR-03A	Lower East Roof (2 nd Floor)		Black Tar on Rubber Roof	None Detected	PLM/TEM
04132023-FR-03B	Lower South Roof (2 nd Floor)		Black Tar on Rubber Roof	None Detected	PLM
04132023-FR-04A	Center Roof		White Caulk on Center Roof Metal	None Detected	PLM/TEM
04132023-FR-04B	Center Roof		White Caulk on Center Roof Metal	None Detected	PLM
04132023-FR-05A	Center Roof		Grey Sealant on Lighting Rod	<0.1% Chrysotile	PLM/TEM
04132023-FR-05B	Center Roof		Grey Sealant on Lighting Rod	None Detected	PLM
04132023-FR-06A	Center Roof		Black Window Frame Sealant	None Detected	PLM/TEM
04132023-FR-06B	Center Roof		Black Window Frame Sealant	None Detected	PLM
04132023-FR-07A	North Roof		White Chimney Sealant	None Detected	PLM/TEM
04132023-FR-07B	North Roof		White Chimney Sealant	None Detected	PLM
04132023-FR-08A	North Roof		Black Caulk on Slate Roof Shingle (Repair)	None Detected	PLM/TEM
04132023-FR-08B	North Roof		Black Caulk on Slate Roof Shingle (Repair)	None Detected	PLM
04132023-FR-09A	Lower West Roof (2nd Floor)	Category I	Brown Window Frame Glaze	6% Chrysotile	PLM
04132023-FR-09B	Lower West Roof (2nd Floor)	Category I	Brown Window Frame Glaze	NA/Pos Stop	PLM
04132023-FR-10A	Lower West Roof (2 nd Floor)		Brown Window Sealant	None Detected	PLM/TEM
04132023-FR-10B	Lower South Roof (2nd Floor)	Category I	Brown Window Sealant	2% Chrysotile	PLM

Sample No.	Sample Location	NESHAP Category	Material Type	Asbestos Content	Analysis Method
04132023-FR-11A	North Roof		Vapor Paper under Slate Shingles	None Detected	PLM/TEM
04132023-FR-11B	West Roof		Vapor Paper under Slate Shingles	None Detected	PLM
04132023-FR-12A	Lower South Roof (2 nd Floor)	Category I	Black Glaze on Brick (Repair)	5% Chrysotile	PLM
04132023-FR-12B	Lower South Roof (2 nd Floor)	Category I	Black Glaze on Brick (Repair)	NA/Pos Stop	PLM
04132023-FR-13A	Center Roof		Grey Glaze on Exhaust	None Detected	PLM/TEM
04132023-FR-13B	Center Roof		Grey Glaze on Exhaust	None Detected	PLM
04132023-FR-14A	Center Roof		Black Caulk around Exhaust	None Detected	PLM/TEM
04132023-FR-14B	Center Roof		Black Caulk around Exhaust	None Detected	PLM

NA/Pos Stop = Not Analyzed/Positive Stop

Table 2
Summary of Identified and Assumed Asbestos-Containing Materials Inventory

Location	Material Type	Asbestos Content	Estimated Total Quantity
Lower Roofs (2 nd Floor): East, South, West	Window Sealant	2% Chrysotile	1,000 LF
Lower South Roof (2 nd Floor)	Black Glaze on Brick (Repair)	5% Chrysotile	10 SF
Lower Roofs (2 nd Floor): East, South, West	Brown Window Frame Glaze	6% Chrysotile	1,000 LF

LF = Linear Feet; SF = Square Feet

Table 3
Presumed PCB-Containing Source Building Materials Inventory

Location	Material Type	PCB Content	Estimated Total Quantity	Comments
Lower Roofs (2 nd Floor): East, South, West	Black Caulk on Copper to Brick	Presumed	500 LF	
Lower Roofs (2 nd Floor): East, South, West	Black Caulk on Metal to Brick	Presumed	500 LF	
Lower Roofs (2 nd Floor): East, South, West	Brown Caulk on Red Stone	Presumed	200 LF	
Center Roof	Black Window Frame Sealant	Presumed	1,000 LF	Only a few windows that were not renovated in 1985
North Roof	White Chimney Sealant	Presumed	40 LF	

Location	Material Type	PCB Content	Estimated Total Quantity	Comments
North Roof	Black Caulk on Slate Roof Shingle (Repair)	Presumed	50 LF	Touch spots on some slate shingle
Lower Roofs (2nd Floor): East, South, West	Brown Window Frame Glaze	Presumed	1,000 LF	
Lower Roofs (2nd Floor): East, South, West	Brown Window Sealant	Presumed	1,000 LF	
Lower Roofs (2nd Floor): East, South, West	Black Glaze on Brick (Repair)	Presumed	5 SF	
Center Roof	Grey Glaze on Exhaust	Presumed	10 LF	
Center Roof	Black Caulk around Exhaust	Presumed	10 LF	

Appendix A

Limitations

APPENDIX A

Site: Meriden Board of Education, 22 Liberty Street, Meriden, Connecticut

1. This inspection report has been prepared for the exclusive use of Andrade Architects, LLC (the “Client”) and is subject to and is issued in connection with the terms and conditions of the original Agreement and all of its provisions. Any use or reliance upon information provided in this report, without the specific written authorization of the Client and Fuss & O’Neill, Inc. (Fuss & O’Neill) shall be at the User's individual risk. This report should not be used as an abatement specification. All quantities of materials identified during this inspection are approximate.
2. Fuss & O’Neill has obtained and relied upon information from multiple sources to form certain conclusions regarding likely environmental issues at and in the vicinity of the subject property in conducting this inspection. Except as otherwise noted, no attempt has been made to verify the accuracy or completeness of such information or verify compliance by any party with federal, state or local laws or regulations.
3. Fuss & O’Neill has obtained and relied upon laboratory analytical results in conducting the inspection. This information was used to form conclusions regarding the types and quantities of ACM and PCBs that must be managed prior to renovation or demolition activities that may disturb these materials at the Site. Fuss & O’Neill has not performed an independent review of the reliability of this laboratory data.
4. Unless otherwise noted, only suspect hazardous materials associated within or located on the building (aboveground) were included in this inspection. Suspect hazardous materials may exist below the ground surface that were not included in the scope of work of this inspection. Fuss & O’Neill cannot guarantee all asbestos or suspect hazardous materials were identified within the areas included in the scope of work. Only visible and accessible areas were included in the scope of work for this inspection.
5. The findings, observations and conclusions presented in this report are limited by the scope of services outlined in our original Agreement September 22, 2022, which reflects schedule and budgetary constraints imposed by Client. Furthermore, the assessment has been conducted in accordance with generally accepted environmental practices. No other warranty, expressed or implied, is made.
6. The conclusions presented in this report are based solely upon information gathered by Fuss & O’Neill to date. Should further environmental or other relevant information be discovered at a later date, the Client should immediately bring the information to the Fuss & O’Neill’s attention. Based upon an evaluation and assessment of relevant information, Fuss & O’Neill may modify the letter report and its conclusions.

Appendix B

Fuss & O'Neill Inspector License and Accreditation

1000051 SP 0764 -C01-P00053-1



FELIX REVOIR
146 HARTFORD RD
MANCHESTER CT 06040-5992



Dear FELIX REVOIR,

Attached you will find your validated certificate for the coming year. Should you have any questions about your certificate renewal, please do not hesitate to write or call:

Department of Public Health
P.O. Box 340308
M.S.#12MQA
Hartford, CT 06134-0308

(860) 509-7603
oplc.dph@ct.gov
www.ct.gov/dph/license

Sincerely,

MANISHA JUTHANI, MD, COMMISSIONER
DEPARTMENT OF PUBLIC HEALTH

EMPLOYER'S COPY

STATE OF CONNECTICUT
DEPARTMENT OF PUBLIC HEALTH

NAME
FELIX REVOIR

VALIDATION NO. 03-026220	CERTIFICATE NO. 001147	CURRENT THROUGH 10/31/23
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PROFESSION
ASBESTOS CONSULTANT-INSPECTOR

 SIGNATURE	 COMMISSIONER
---------------	------------------

STATE OF CONNECTICUT
DEPARTMENT OF PUBLIC HEALTH

PURSUANT TO THE PROVISIONS OF THE GENERAL STATUTES OF CONNECTICUT

THE INDIVIDUAL NAMED BELOW IS CERTIFIED
BY THIS DEPARTMENT AS A

ASBESTOS CONSULTANT-INSPECTOR

FELIX REVOIR

CERTIFICATE NO.
001147

CURRENT THROUGH
10/31/23

VALIDATION NO.
03-026220

SIGNATURE

COMMISSIONER

INSTRUCTIONS:

1. Detach and sign each of the cards on this form
2. Display the large card in a prominent place in your office or place of business.
3. The wallet card is for you to carry on your person. If you do not wish to carry the wallet card, place it in a secure place.
4. The employer's copy is for persons who must demonstrate current licensure/certification in order to retain employment or privileges. The employer's card is to be presented to the employer and kept by them as a part of your personnel file. Only one copy of this card can be supplied to you.

WALLET CARD

STATE OF CONNECTICUT
DEPARTMENT OF PUBLIC HEALTH

NAME
FELIX REVOIR

VALIDATION NO. 03-026220	CERTIFICATE NO. 001147	CURRENT THROUGH 10/31/23
------------------------------------	----------------------------------	------------------------------------

PROFESSION
ASBESTOS CONSULTANT-INSPECTOR

 SIGNATURE	 COMMISSIONER
---------------	------------------

1000051-0000055-0000001 of 0000001-C01-a1d00101-0764-00053



CERTIFICATE OF ACHIEVEMENT

This certifies that

Felix Revoir

has successfully completed the

**24 Hour Asbestos Site Inspector Initial Training
Asbestos Accreditation Under TSCA Title II
40 CFR Part 763**

conducted by:

*ATC Group Services LLC dba ATLAS Technical
73 William Franks Drive
West Springfield, MA 01089
(413) 781-0070*



Gregory J. Morsch

Principal Instructor: Gregory Morsch

*August 29-31, 2022
Date of Course*

*August 31, 2023
Expiration Date*

Gregory J. Morsch

Regional Training Director: Gregory Morsch

*SI-2067
Certificate Number*

*August 31, 2022
Examination Date*

Appendix C

Asbestos Laboratory Report and Chain of Custody Form

242301891



FUSS & O'NEILL

Fuss & O'Neill EMSL Customer No. ENVI54

www.fando.com

146 Hartford Road, Manchester, CT 06040

Phone (860) 646-2469

Page 1 of 2

Date: 04/13/2023

ASBESTOS BULK SAMPLE CHAIN OF CUSTODY FORM

Project Name: Meriden Board of Education Project No. 20170932.C55 Task No.: 100

Site Address: 22 Liberty Street, Meriden, CT Location: Exterior Roofs Project Manager: Carlos Texidor

Sample ID	Sample Location	Type of Material
04132023-FR-01A	Lower East Roof (2 nd Floor)	Black Caulk on Copper to Brick
04132023-FR-01B	Lower South Roof (2 nd Floor)	Black Caulk on Metal to Brick
04132023-FR-02A	Lower East Roof (2 nd Floor)	Brown Caulk on Red Stone
04132023-FR-02B	Lower West Roof (2 nd Floor)	Brown Caulk on Red Stone
04132023-FR-03A	Lower East Roof (2 nd Floor)	Black Tar on Rubber Roof
04132023-FR-03B	Lower South Roof (2 nd Floor)	Black Tar on Rubber Roof
04132023-FR-04A	Center Roof	White Caulk on Center Roof Metal
04132023-FR-04B	Center Roof	White Caulk on Center Roof Metal
04132023-FR-05A	Center Roof	Grey Sealant on Lighting Rod
04132023-FR-05B	Center Roof	Grey Sealant on Lighting Rod
04132023-FR-06A	Center Roof	Black Window Frame Sealant
04132023-FR-06B	Center Roof	Black Window Frame Sealant
04132023-FR-07A	North Roof	White Chimney Sealant
04132023-FR-07B	North Roof	White Chimney Sealant
04132023-FR-08A	North Roof	Black Caulk on Slate Roof Shingle (Repair)
04132023-FR-08B	North Roof	Black Caulk on Slate Roof Shingle (Repair)
04132023-FR-09A	Lower West Roof (2 nd Floor)	Brown Window Frame Glaze
04132023-FR-09B	Lower West Roof (2 nd Floor)	Brown Window Frame Glaze
04132023-FR-10A	Lower West Roof (2 nd Floor)	Brown Window Sealant
04132023-FR-10B	Lower South Roof (2 nd Floor)	Brown Window Sealant
04132023-FR-11A	North Roof	Vapor Paper under Slate Shingles
04132023-FR-11B	West Roof	Vapor Paper under Slate Shingles
04132023-FR-12A	Lower South Roof (2 nd Floor)	Black Glaze on Brick (Repair)
04132023-FR-12B	Lower South Roof (2 nd Floor)	Black Glaze on Brick (Repair)

RECEIVED
APR 18 2023
BY [Signature]



Sample ID	Sample Location	Type of Material
04132023-FR-13A	Center Roof	Grey Glaze on Exhaust
04132023-FR-13B	Center Roof	Grey Glaze on Exhaust
04132023-FR-14A	Center Roof	Black Caulk around Exhaust
04132023-FR-14B	Center Roof	Black Caulk around Exhaust

Analysis Method. PLM TEM Other _____ Turnaround Time: PLM: 72 Hour TEM 24 Hour

Based on the turnaround time indicated above, analyses are due to Fuss & O'Neill on or before this date: _____ Please call Fuss & O'Neill if analyses will not be completed for requested t/a/t at (860) 646-2469.

Email Results to: LabResults@fando.com and CTexidor@fando.com **Do Not Mail Hard Copy Report**

Total # of Samples: 28

Special Instructions: Stop analysis on first positive sample in each homogeneous set of samples unless otherwise noted. Do not layer samples unless indicated. Do Not Point Count. If NOB group sample results are 0% - < 1% by PLM, analyze only "A" group sample above by TEM NOB, per group, unless you are told otherwise.

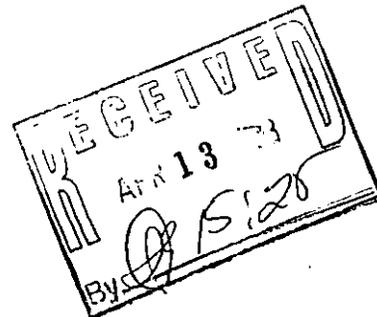
Samples collected by: Felix Revoir Date: 4/13/2023 Time: _____

Samples Sent by: Felix Revoir Date: 4/13/2023 Time: _____

Samples Received by: _____ Date: _____ Time: _____

Shipped To: EMSL Other _____

Method of Shipment: FedEx Lab Drop Off Other _____





EMSL Analytical, Inc.

165 Gracey Avenue Meriden, CT 06451

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

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

EMSL Order: 242301891

Customer ID: ENVI54

Customer PO: 20170932.C55

Project ID:

Attention: Carlos Texidor
Fuss & O'Neill, Inc.
146 Hartford Road
Manchester, CT 06040

Phone: (860) 510-9365

Fax:

Received Date: 04/13/2023 3:25 PM

Analysis Date: 04/17/2023 - 04/18/2023

Collected Date: 04/13/2023

Project: Meriden Board of Education 22 Liberty Street Meriden, CT Exterior Roofs, Proj# 20170932.C55

Test Report: Asbestos Analysis of Bulk Materials via AHERA Method 40CFR 763 Subpart E Appendix E supplemented with EPA 600/R-93/116 using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
04132023-FR-01A 242301891-0001	Lower East Roof (2nd Floor) - Black Caulk on Copper to Brick	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
04132023-FR-01B 242301891-0002	Lower South Roof (2nd Floor) - Black Caulk on Metal to Brick	Brown Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
04132023-FR-02A 242301891-0003	Lower East Roof (2nd Floor) - Brown Caulk on Red Stone	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
04132023-FR-02B 242301891-0004	Lower West Roof (2nd Floor) - Brown Caulk on Red Stone	Brown Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
04132023-FR-03A 242301891-0005	Lower East Roof (2nd Floor) - Black Tar on Rubber Roof	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
04132023-FR-03B 242301891-0006	Lower South Roof (2nd Floor) - Black Tar on Rubber Roof	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
04132023-FR-04A 242301891-0007	Center Roof - White caulk on center roof metal	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
04132023-FR-04B 242301891-0008	Center Roof - White caulk on center roof metal	Gray/White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
04132023-FR-05A 242301891-0009	Center Roof - Grey sealant on Lighting Rod	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
04132023-FR-05B 242301891-0010	Center Roof - Grey sealant on Lighting Rod	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
04132023-FR-06A 242301891-0011	Center Roof - Black Window Frame Sealant	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
04132023-FR-06B 242301891-0012	Center Roof - Black Window Frame Sealant	Brown Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
04132023-FR-07A 242301891-0013	North Roof - White Chimney Sealant	Gray/Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
04132023-FR-07B 242301891-0014	North Roof - White Chimney Sealant	Gray/Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
04132023-FR-08A 242301891-0015	North Roof - Black caulk on Slate Roof shingle (repair)	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected

Initial report from: 04/18/2023 11:26:33



EMSL Analytical, Inc.

165 Gracey Avenue Meriden, CT 06451

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

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

EMSL Order: 242301891
Customer ID: ENVI54
Customer PO: 20170932.C55
Project ID:

Test Report: Asbestos Analysis of Bulk Materials via AHERA Method 40CFR 763 Subpart E Appendix E supplemented with EPA 600/R-93/116 using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
04132023-FR-08B <small>242301891-0016</small>	North Roof - Black caulk on Slate Roof shingle (repair)	Brown Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
04132023-FR-09A <small>242301891-0017</small>	Lower West Roof (2nd Floor) - Brown window frame glaze	Gray/Black Non-Fibrous Homogeneous		94% Non-fibrous (Other)	6% Chrysotile
04132023-FR-09B <small>242301891-0018</small>	Lower West Roof (2nd Floor) - Brown window frame glaze				Positive Stop (Not Analyzed)
04132023-FR-10A <small>242301891-0019</small>	Lower West Roof (2nd Floor) - Brown window sealant	Brown/Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
04132023-FR-10B <small>242301891-0020</small>	Lower South Roof (2nd Floor) - Brown window sealant <i>The sample group is not homogeneous.</i>	Brown/Gray Non-Fibrous Homogeneous		98% Non-fibrous (Other)	2% Chrysotile
04132023-FR-11A <small>242301891-0021</small>	North Roof - Vapor Paper under Slate Shingles	Brown Fibrous Homogeneous	50% Cellulose 15% Synthetic	35% Non-fibrous (Other)	None Detected
04132023-FR-11B <small>242301891-0022</small>	West Roof - Vapor Paper under Slate Shingles	Brown Fibrous Homogeneous	60% Cellulose 15% Synthetic	25% Non-fibrous (Other)	None Detected
04132023-FR-12A <small>242301891-0023</small>	Lower South Roof (2nd Floor) - Black Glaze on Brick (Repair)	Black Non-Fibrous Homogeneous		95% Non-fibrous (Other)	5% Chrysotile
04132023-FR-12B <small>242301891-0024</small>	Lower South Roof (2nd Floor) - Black Glaze on Brick (Repair)				Positive Stop (Not Analyzed)
04132023-FR-13A <small>242301891-0025</small>	Center Roof - Grey Glaze on Exhaust	Gray Non-Fibrous Homogeneous		3% Quartz 97% Non-fibrous (Other)	None Detected
04132023-FR-13B <small>242301891-0026</small>	Center Roof - Grey Glaze on Exhaust	Gray Non-Fibrous Homogeneous	5% Cellulose	3% Quartz 92% Non-fibrous (Other)	None Detected
04132023-FR-14A <small>242301891-0027</small>	Center Roof - Black Caulk around Exhaust	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
04132023-FR-14B <small>242301891-0028</small>	Center Roof - Black Caulk around Exhaust	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected

Initial report from: 04/18/2023 11:26:33



EMSL Analytical, Inc.

165 Gracey Avenue Meriden, CT 06451

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

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

EMSL Order: 242301891

Customer ID: ENVI54

Customer PO: 20170932.C55

Project ID:

Analyst(s)

Hailey Rangel (12)

Leslie Tetrick (4)

Shannon Halloran (1)

Sara Poppa (9)

Danny Sandhu, Asbestos Laboratory Manager
or Other Approved Signatory

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

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

Initial report from: 04/18/2023 11:26:33



EMSL Analytical, Inc.

165 Gracey Avenue Meriden, CT 06451

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

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

EMSL Order: 242301891

Customer ID: ENVI54

Customer PO: 20170932.C55

Project ID:

Attention: Carlos Texidor
Fuss & O'Neill, Inc.
146 Hartford Road
Manchester, CT 06040

Phone: (860) 510-9365

Fax:

Received Date: 04/13/2023 3:25 PM

Analysis Date: 04/19/2023

Collected Date: 04/13/2023

Project: Meriden Board of Education 22 Liberty Street Meriden, CT Exterior Roofs, Proj# 20170932.C55

Test Report: Asbestos Analysis of Non-Friable Organically Bound Materials by TEM via EPA/600/R-93/116 Section 2.5.5.1

Sample ID	Description	Appearance	% Matrix Material	% Non-Asbestos Fibers	Asbestos Types
04132023-FR-01A 242301891-0001	Lower East Roof (2nd Floor) - Black Caulk on Copper to Brick	Black Fibrous Homogeneous	100.0 Other	None	No Asbestos Detected
04132023-FR-02A 242301891-0003	Lower East Roof (2nd Floor) - Brown Caulk on Red Stone	Black Fibrous Homogeneous	100.0 Other	None	No Asbestos Detected
04132023-FR-03A 242301891-0005	Lower East Roof (2nd Floor) - Black Tar on Rubber Roof	Black Fibrous Homogeneous	100.0 Other	None	No Asbestos Detected
04132023-FR-04A 242301891-0007	Center Roof - White caulk on center roof metal	White Fibrous Homogeneous	100.0 Other	None	No Asbestos Detected
04132023-FR-05A 242301891-0009	Center Roof - Grey sealant on Lighting Rod	Black Fibrous Homogeneous	100.0 Other	None	<0.1% Chrysotile
04132023-FR-06A 242301891-0011	Center Roof - Black Window Frame Sealant	Gray Non-Fibrous Homogeneous	100.0 Other	None	No Asbestos Detected
04132023-FR-07A 242301891-0013	North Roof - White Chimney Sealant	Gray/Tan Fibrous Homogeneous	100.0 Other	None	No Asbestos Detected
04132023-FR-08A 242301891-0015	North Roof - Black caulk on Slate Roof shingle (repair)	Gray Fibrous Homogeneous	100.0 Other	None	No Asbestos Detected
04132023-FR-10A 242301891-0019	Lower West Roof (2nd Floor) - Brown window sealant	Brown/Gray Fibrous Homogeneous	100.0 Other	None	No Asbestos Detected
04132023-FR-11A 242301891-0021	North Roof - Vapor Paper under Slate Shingles	Brown Fibrous Homogeneous	100.0 Other	None	No Asbestos Detected
04132023-FR-13A 242301891-0025	Center Roof - Grey Glaze on Exhaust	Gray Fibrous Homogeneous	100.0 Other	None	No Asbestos Detected
04132023-FR-14A 242301891-0027	Center Roof - Black Caulk around Exhaust	Black Fibrous Homogeneous	100.0 Other	None	No Asbestos Detected

EMSL maintains liability limited to cost of analysis. Interpretation and use of test results are the responsibility of the client. This report relates only to the samples reported above, and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. The report reflects the samples as received. Results are generated from the field sampling data (sampling volumes and areas, locations, etc.) provided by the client on the Chain of Custody. Samples are within quality control criteria and met method specifications unless otherwise noted. EMSL recommends that samples reported as none detected or <1% undergo additional analysis via PLM to avoid the possibility of false negatives.

Samples analyzed by EMSL Analytical, Inc. Meriden, CT

Initial report from: 04/19/2023 12:45:56



EMSL Analytical, Inc.

165 Gracey Avenue Meriden, CT 06451

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

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

EMSL Order: 242301891
Customer ID: ENVI54
Customer PO: 20170932.C55
Project ID:

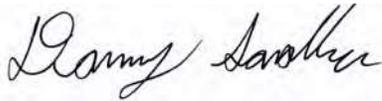
Attention: Carlos Texidor Fuss & O'Neill, Inc. 146 Hartford Road Manchester, CT 06040	Phone: (860) 510-9365 Fax: Received Date: 04/13/2023 3:25 PM Analysis Date: 04/19/2023 Collected Date: 04/13/2023
Project: Meriden Board of Education 22 Liberty Street Meriden, CT Exterior Roofs, Proj# 20170932.C55	

Test Report: Asbestos Analysis of Non-Friable Organically Bound Materials by TEM via EPA/600/R-93/116 Section 2.5.5.1

Sample ID	Description	Appearance	% Matrix Material	% Non-Asbestos Fibers	Asbestos Types
-----------	-------------	------------	-------------------	-----------------------	----------------

Analyst(s)

Danny Sandhu (12)



Danny Sandhu, Asbestos Laboratory
Manager
or other approved signatory

EMSL maintains liability limited to cost of analysis. Interpretation and use of test results are the responsibility of the client. This report relates only to the samples reported above, and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. The report reflects the samples as received. Results are generated from the field sampling data (sampling volumes and areas, locations, etc.) provided by the client on the Chain of Custody. Samples are within quality control criteria and met method specifications unless otherwise noted. EMSL recommends that samples reported as none detected or <1% undergo additional analysis via PLM to avoid the possibility of false negatives.

Samples analyzed by EMSL Analytical, Inc. Meriden, CT

Initial report from: 04/19/2023 12:45:56

Appendix D

Site Photographs



East Lower Roof (2nd Floor): rubber layer on wood core on concrete



East Lower Roof (2nd Floor): Presumed PCBs Black caulk on copper/metal.



East Lower Roof (2nd Floor): Presumed PCBs Tar sealant on rubber



West Lower Roof (2nd Floor): Rubber on wood core on cement.



West Lower Roof (2nd Floor): Presumed PCBs Brown Caulk on metal/copper



West Lower Roof (2nd Floor): **Asbestos-Containing** Brown Window Frame Sealant (Presumed PCBs)



West Lower Roof (2nd Floor): **Asbestos-Containing** Brown Window Frame Glaze on Brick (Presumed PCBs)



South Lower Roof (2nd Floor): Rubber on wood boards layered to make slope for water runoff.



South Lower Roof (2nd Floor): **Asbestos-Containing** Black Glaze on Brick (Repair)(Presumed PCBs).



South Lower Roof (2nd Floor): Presumed PCBs Brown Window Frame Sealant



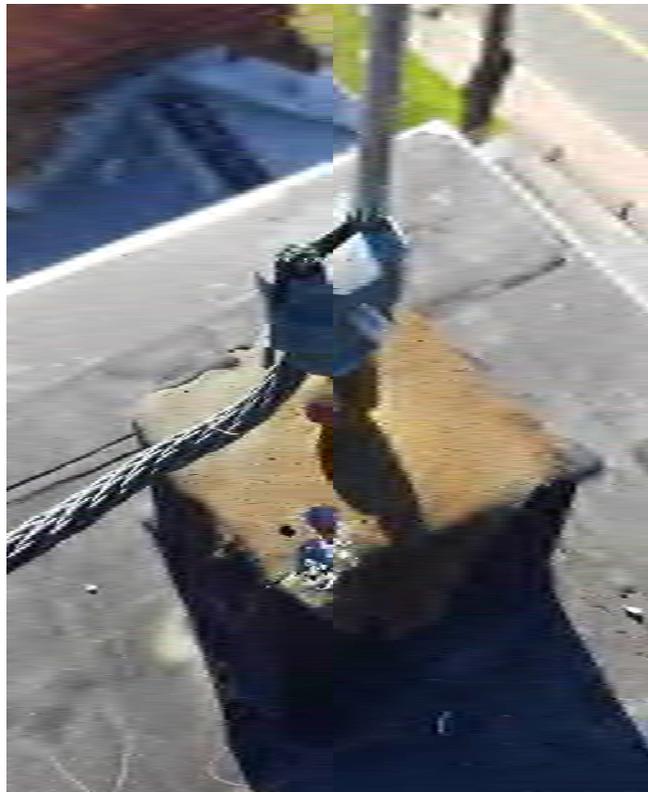
Center Roof: Rubber on Styrofoam Insulation.



Center Roof: Presumed PCBs Black Tar on Rubber



Center Roof: Presumed PCBs Exhaust Black Caulk on Rubber and Grey Glaze.



Center Roof: Presumed PCBs Grey Sealant on Lighting Rod



North Roof: Vapor Barrier under Slate Shingles.



North Roof: Presumed PCBs Black Caulk on Slate Roof Shingle (Repair)



North Roof: Presumed PCBs White Chimney Sealant



West Roof: Vapor Barrier Under Slate Shingle

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FUSS & O'NEILL

February 29, 2024

Mr. Robert A. Andrade, AIA
Andrade Architects, LLC
PO Box 787
Meriden, CT 06450

RE: **Limited Lead-Based Paint Determination**
Meriden Board of Education
22 Liberty Street, Meriden CT
Fuss & O'Neill Project No. 20170932.C55

Dear Mr. Andrade:

On February 14, 2024, Fuss & O'Neill, Inc. (Fuss & O'Neill) representative, Mr. Felix Revoir, conducted a visual inspection and sample collection of suspect lead based paint (LBP) determination at the Meriden Board of Education located at 22 Liberty Street, Meriden, Connecticut (the "Site"). The work was conducted for Andrade Architects, LLC (the "Client").

Lead-Based Paint Determination

On February 14, 2024, Mr. Felix Revoir of Fuss & O'Neill performed a lead-based paint (LBP) determination associated with window components at the Site that may be disturbed during renovation activities. An X-ray fluorescence (XRF) analyzer was used to perform the LBP determination. The determination was conducted in accordance with generally accepted industry standards for residential (i.e., child-occupied) buildings.

A Radiation Monitoring Device Model LPA-1, serial number 1157, was utilized for the LBP determination. The instrument was checked for proper calibration prior to use as detailed by the manufacturer and the Performance Characteristic Sheet (PCS) developed for the instruments.

For the purpose of this LBP determination, representative building components were tested as part of this pre-renovation study.

A level of LBP equal to or exceeding 1.0 milligrams of lead per square centimeter (mg/cm²) is considered toxic or dangerous for compliance with residential standards. For the purpose of this LBP determination the level of 1.0 mg/cm² has been utilized as a threshold for areas where possible worker exposures may occur.

146 Hartford Road
Manchester, CT
06040
† 860.646.2469
800.286.2469
f 860.533.5143

www.fando.com

Connecticut
Maine
Massachusetts
New Hampshire
New York
Rhode Island
Vermont



Mr. Robert A. Andrade, AIA

February 29, 2024

Page 2

The LBP determination indicated consistent painting trends associated with representative building components that may be impacted by potential renovation work. The following building components were determined to contain levels of lead (equal to or exceeding 1.0 mg/cm² by XRF):

- Window Crown Molding around Window

Refer to *Attachment B* for the XRF lead determination field data sheets

Contractors must be made aware that OSHA has not established a level of lead in the material below which Title 29 CFR, Part 1926.62 does not apply.

If you should have any questions regarding the contents of this report, please do not hesitate to contact me at (860) 783-4662. Please see *Attachment C* for a Site Photograph.

Thank you for this opportunity to have served your environmental needs.

This report was prepared by Environmental Technician Felix Revoir.

Sincerely,

Carlos Texidor
Associate

CT/kr

Attachments

Attachment A

Fuss & O'Neill Inspector License and Accreditation



FELIX REVOIR
FUSS & O'NIEL INC
146 HARTFORD RD
MANCHESTER CT 06040-5992

Dear FELIX REVOIR,

Attached you will find your validated certificate for the coming year. Should you have any questions about your certificate renewal, please do not hesitate to write or call:

Department of Public Health
P.O. Box 340308
M.S.#12MQA
Hartford, CT 06134-0308

(860) 509-7603
oplc.dph@ct.gov
www.ct.gov/dph/license

Sincerely,

MANISHA JUTHANI, MD, COMMISSIONER
DEPARTMENT OF PUBLIC HEALTH

EMPLOYER'S COPY

**STATE OF CONNECTICUT
DEPARTMENT OF PUBLIC HEALTH**

NAME
FELIX REVOIR

VALIDATION NO. 03-083113	CERTIFICATE NO. 002320	CURRENT THROUGH 10/31/24
------------------------------------	----------------------------------	------------------------------------

PROFESSION
LEAD INSPECTOR RISK ASSESSOR

Felix Revoir *Manisha Juthani*
SIGNATURE COMMISSIONER

INSTRUCTIONS:

1. Detach and sign each of the cards on this form
2. Display the large card in a prominent place in your office or place of business.
3. The wallet card is for you to carry on your person. If you do not wish to carry the wallet card, place it in a secure place.
4. The employer's copy is for persons who must demonstrate current licensure/certification in order to retain employment or privileges. The employer's card is to be presented to the employer and kept by them as a part of your personnel file. Only one copy of this card can be supplied to you.

**STATE OF CONNECTICUT
DEPARTMENT OF PUBLIC HEALTH**

PURSUANT TO THE PROVISIONS OF THE GENERAL STATUTES OF CONNECTICUT
THE INDIVIDUAL NAMED BELOW IS CERTIFIED
BY THIS DEPARTMENT AS A
LEAD INSPECTOR RISK ASSESSOR

FELIX REVOIR

CERTIFICATE NO. 002320
CURRENT THROUGH 10/31/24
VALIDATION NO. 03-083113

Felix Revoir *Manisha Juthani*
SIGNATURE COMMISSIONER

WALLET CARD

**STATE OF CONNECTICUT
DEPARTMENT OF PUBLIC HEALTH**

NAME
FELIX REVOIR

VALIDATION NO. 03-083113	CERTIFICATE NO. 002320	CURRENT THROUGH 10/31/24
------------------------------------	----------------------------------	------------------------------------

PROFESSION
LEAD INSPECTOR RISK ASSESSOR

Felix Revoir *Manisha Juthani*
SIGNATURE COMMISSIONER



1004616-0004629-0000001 of 0000001-C01-a1d00101-1664-04622

CERT#: L-302-420

**CHEMSCOPE TRAINING DIVISION
LEAD INSPECTOR INITIAL
24HOUR TRAINING CERTIFICATE**

Felix Revoir

146 Hartford Road, Manchester CT

Has attended a 24hour course on the subject discipline in English on
09/11/2023, 09/12/2023 & 09/14/2023 and has passed a written examination.

The above individual has successfully completed the above training course approved in accordance with the Department of Public Health Standards established pursuant to Section 20-477 of the Connecticut General Statutes.

Course syllabus includes all required topics of State of Connecticut DPH and EPA.

Under civil and criminal penalties of law for the making or submission of false or fraudulent statements or representations (U.S.C. 1001 and 15 U.S. C. 2615), I certify that this training complies with all applicable requirements of Title IV of TSCA, 40 CFR part 745 and any other applicable Federal, State, or local requirements.

Examination Score: 95%
Exam Date: 09/14/2023
Expiration Date: 09/14/2024



Daniel Sullivan
Training Manager

Chem Scope, Inc.
15 Moulthrop Street
North Haven CT 06473
Phone: 203.865.5605
www.chem-scope.com

CERT#: L-303-300

**CHEMSCOPE TRAINING DIVISION
LEAD RISK ASSESSOR INITIAL
16 HOUR TRAINING CERTIFICATE**

Felix J. Revoir

146 Hartford Road, Manchester CT

Has attended a 16hour course on the subject discipline on

10/16/2023 & 10/17/2023 and has passed a written examination and hands-on skill examination.

Course syllabus includes all required topics of the State of Connecticut DPHAS and EPA. Pre-requisite is the 3-Day Lead Inspector Training.

Under civil and criminal penalties of law for the making or submission of false or fraudulent statements or representations (U.S.C. 1001 and 15 U.S.C. 2615),

I certify that this training complies with all applicable requirements of Title IV of TSCA, 40 CFR part 745 and any other applicable Federal, State, or local requirements.

Examination Score: 98%

Exam Date: 10/17/2023

Expiration Date: 10/17/2024



Daniel Sullivan
Training Manager

Chem Scope, Inc.
15 Moulthrop Street
North Haven CT 06473
Phone: 203.865.5605
www.chem-scope.com

Attachment B

XRF Lead Determination Field Data Sheets

XRF LEAD DETERMINATION FIELD DATA SHEET

 Inspector Name: Felix Revoir Inspector License #: 002320

 Date: 2/14/2024 XRF Model: RMD 1157 Serial #: _____

 Project Name: Meriden Board of Education Project Number: 20170932.C55

 Address: 22 Liberty Street, Meriden, CT Project PM: C.TEXIDOR

RMD XRF Calibration Check / Viken XRF Quality Control Check
(RMD: 0.7 to 1.3 mg/cm² inclusive, Viken: 0.8 to 1.2 mg/cm² inclusive)

	Hour	First Reading	Second Reading	Third Reading	Average
First Check	1037	1.0	1.0	1.0	1.0
Second Check	1122	1.0	1.0	1.0	1.0
Third Check					
Fourth Check					

Side	Surface/Component	Substrate/Color	XRF Reading	Positive (✓)	Comments/Notes
	West 2 nd Floor Window Crown Molding around Window North	W/Brown	1.8	x	
	West 2 nd Floor Window Crown Molding around Window Middle	W/Brown	0.2		
	West 2 nd Floor Window Crown Molding around Window South	W/Brown	0.3		
	West 2 nd Floor Window Head South	W/Brown	0.2		
	West 2 nd Floor Window Head Middle	W/Brown	0.3		
	West 2 nd Floor Window Head North	W/Brown	0.1		
	East 2 nd Floor Window Crown Molding around Window South	W/Brown	0.2		
	East 2 nd Floor Window Crown Molding around Window Middle	W/Brown	0.3		
	East 2 nd Floor Window Crown Molding around Window North	W/Brown	5.4	X	
	East 2 nd Floor Head South	W/Brown	0.2		
	East 2 nd Floor Head Middle	W/Brown	0.6		
	East 2 nd Floor Head North	W/Brown	0.4		
	East 3 rd Floor Window Crown Molding around Window South	W/Brown	0.4		
	East Floor Window Crown Molding around Window Middle	W/Brown	0.3		

* Substrate Type: Metal = M, Wood = W, Plaster = P, Sheetrock = S, Concrete = C, Brick = B
 N/A: Not Accessible; N/C: Not Coated; COV: Covered; VR – Vinyl Replacement

Side	Surface/Component	Substrate/Color	XRF Reading	Positive (√)	Comments/Notes
	East 3 rd Floor Window Crown Molding around Window North	W/Brown	0.5		
	South 2 nd Floor Window Crown Molding around Window East	W/Brown	0.9		
	South 2 nd Floor Window Crown Molding around Window Middle	W/Dark Brown	1.0	x	

* Substrate Type: Metal = M, Wood = W, Plaster = P, Sheetrock = S, Concrete = C, Brick = B
 N/A: Not Accessible; N/C: Not Coated; COV: Covered; VR: Vinyl Replacement

Attachment C

Site Photographs



Window Crown Molding around Window (Brown)

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SECTION 040323 - HISTORIC BRICK UNIT MASONRY REPOINTING

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes historic treatment work consisting of repointing brick masonry as follows:
 - 1. Repointing joints with mortar.
- B. Related Requirements:
 - 1. Section 012200 "Unit Prices" for administrative and procedural requirements for unit prices.

1.2 UNIT PRICES

- A. Work of this Section is affected by unit prices specified in Section 012200 "Unit Prices."
 - 1. Unit prices apply to authorized work covered by estimated quantities.
 - 2. Unit prices apply to additions to and deletions from Work as authorized by Change Orders.

1.3 DEFINITIONS

- A. Low-Pressure Spray:
 - 1. Pressure: 100 to 400 psi.
 - 2. Flow Rate: 4 to 6 gpm.

1.4 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.
 - 1. Review minutes of Preliminary Historic Treatment Conference that pertain to masonry historic treatment and repointing.
 - 2. Review methods and procedures related to repointing historic brick masonry, including, but not limited to, the following:
 - a. Historic treatment specialist's personnel, equipment, and facilities needed to make progress and avoid delays.
 - b. Materials, material application, sequencing, tolerances, and required clearances.
 - c. Quality-control program.

- d. Coordination with building occupants.

1.5 SEQUENCING AND SCHEDULING

- A. Order sand and portland cement for pointing mortar immediately after approval of Samples and mockups. Take delivery of and store at Project site a sufficient quantity to complete Project.
- B. Work Sequence: Perform masonry historic treatment work in the following sequence, which includes work specified in this and other Sections:
 - 1. Remove plant growth.
 - 2. Inspect masonry for open mortar joints and permanently or temporarily point them before cleaning to prevent intrusion of water and other cleaning materials into the wall.
 - 3. Remove paint.
 - 4. Clean masonry.
 - 5. Rake out mortar from joints surrounding masonry to be replaced and from joints adjacent to masonry repairs along joints.
 - 6. Repair masonry, including replacing existing masonry with new masonry materials.
 - 7. Rake out mortar from joints to be repointed.
 - 8. Point mortar joints.
 - 9. After repairs and repointing have been completed and cured, perform a final cleaning to remove residues from this work.
 - 10. Where water repellents are to be used on or near masonry work, delay application of these chemicals until after pointing and cleaning.
- C. As scaffolding is removed, patch anchor holes used to attach scaffolding. Patch holes in mortar joints according to "Repointing" Article.

1.6 ACTION SUBMITTALS

- A. Product Data: For each type of product.
 - 1. Include recommendations for product application and use.
 - 2. Include test data substantiating that products comply with requirements.
- B. Samples for Initial Selection: For the following:
 - 1. Pointing Mortar: Submit sets of mortar for pointing in the form of sample mortar strips, 6 inches long by 1/4 inch wide, set in aluminum or plastic channels.
 - a. Have each set contain a close color range of at least six Samples of different mixes of colored sands and cements that produce a mortar matching existing, cleaned mortar when cured and dry.
 - b. Submit with precise measurements on ingredients, proportions, gradations, and sources of colored sands from which each Sample was made.

- C. Samples for Verification: For the following:
1. Each type, color, and texture of pointing mortar in the form of sample mortar strips, 6 inches long by 1/4 inch wide, set in aluminum or plastic channels.
 - a. Include with each Sample a list of ingredients with proportions of each. Identify sources, both supplier and quarry, of each type of sand and brand names of cementitious materials and pigments if any.

1.7 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For historic treatment specialist.

1.8 QUALITY ASSURANCE

- A. Historic Treatment Specialist Qualifications: A qualified historic masonry repointing specialist. Experience in pointing or repointing only new or nonhistoric masonry is insufficient experience for masonry historic treatment work.
- B. Quality-Control Program: Prepare a written quality-control program for this Project to systematically demonstrate the ability of personnel to properly follow methods and use materials and tools without damaging masonry. Include provisions for supervising worker performance and preventing damage.
- C. Unit Masonry Historic Treatment Program: Prepare a written, detailed description of materials, methods, equipment, and sequence of operations to be used for each phase of historic treatment work, including protection of surrounding materials and Project site.
1. Include methods for keeping pointing mortar damp during curing period.
 2. If materials and methods other than those indicated are proposed for any phase of historic treatment work, add to the quality-control program a written description of such materials and methods, including evidence of successful use on comparable projects, and demonstrations to show their effectiveness for this Project.
- D. Mockups: Prepare mockups of historic treatment on existing surfaces to demonstrate aesthetic effects and to set quality standards for materials and execution.
1. Repointing: Rake out joints in two separate areas, each approximately 16 inches high by 48 inches wide for each type of repointing required, and repoint one of the areas.
 2. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.
 3. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

1.9 DELIVERY, STORAGE, AND HANDLING

- A. Deliver packaged materials to Project site in manufacturer's original and unopened containers, labeled with manufacturer's name and type of products.
- B. Store cementitious materials on elevated platforms, under cover, and in a dry location. Do not use cementitious materials that have become damp.
- C. Store hydrated lime in manufacturer's original and unopened containers. Discard lime if containers have been damaged or have been opened for more than two days.
- D. Store lime putty covered with water in sealed containers.
- E. Store sand where grading and other required characteristics can be maintained and contamination avoided.

1.10 FIELD CONDITIONS

- A. Weather Limitations: Proceed with installation only when existing and forecasted weather conditions permit repointing work to be performed according to product manufacturers' written instructions and specified requirements.
- B. Temperature Limits: Repoint mortar joints only when air temperature is between 40 and 90 deg F and is predicted to remain so for at least seven days after completion of the Work unless otherwise indicated.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Source Limitations: Obtain each type of material for repointing historic masonry (cement, sand, etc.) from single source with resources to provide materials of consistent quality in appearance and physical properties.

2.2 MORTAR MATERIALS

- A. Portland Cement: ASTM C150/C150M, Type I or Type II; white or gray or both where required for color matching of mortar.
 - 1. Provide cement containing not more than 0.60 percent total alkali when tested according to ASTM C114.
- B. Hydrated Lime: ASTM C207, Type S.
- C. Factory-Prepared Lime Putty: ASTM C1489.

- D. Quicklime: ASTM C5, pulverized lime.
- E. Mortar Sand: ASTM C144 unless otherwise indicated.
 - 1. Match size, texture, and gradation of existing mortar sand as closely as possible. Blend several sands if necessary to achieve suitable match.
 - 2. Color: Natural sand or ground marble, granite, or other sound stone of color necessary to produce required mortar color.
 - 3. Provide sand with rounded edges.
- F. Water: ASTM C270, potable.

2.3 ACCESSORY MATERIALS

- A. Masking Tape: Nonstaining, nonabsorbent material; compatible with mortar, joint primers, sealants, and surfaces adjacent to joints; and that easily comes off entirely, including adhesive.
- B. Other Products: Select materials and methods of use based on the following, subject to approval of a mockup:
 - 1. Previous effectiveness in performing the work involved.
 - 2. Minimal possibility of damaging exposed surfaces.
 - 3. Consistency of each application.
 - 4. Uniformity of the resulting overall appearance.
 - 5. Do not use products or tools that could do the following:
 - a. Remove, alter, or harm the present condition or future preservation of existing surfaces, including surrounding surfaces not in Contract.
 - b. Leave residue on surfaces.

2.4 MORTAR MIXES

- A. Preparing Lime Putty: Slake quicklime and prepare lime putty according to appendix to ASTM C5 and manufacturer's written instructions.
- B. Measurement and Mixing: Measure cementitious materials and sand in a dry condition by volume or equivalent weight. Do not measure by shovel; use known measure. Mix materials in a clean, mechanical batch mixer.
 - 1. Mixing Pointing Mortar: Thoroughly mix cementitious materials and sand together before adding any water. Then mix again adding only enough water to produce a damp, unworkable mix that will retain its form when pressed into a ball. Maintain mortar in this dampened condition for 15 to 30 minutes. Add remaining water in small portions until mortar reaches desired consistency. Use mortar within one hour of final mixing; do not retemper or use partially hardened material.

- C. Colored Mortar: Produce mortar of color required by using specified ingredients. Do not alter specified proportions without Architect's approval.
 - 1. Mortar Pigments: Where mortar pigments are indicated, do not add pigment exceeding 10 percent by weight of the cementitious or binder materials, except for carbon black, which is limited to 2 percent, unless otherwise demonstrated by a satisfactory history of performance.
- D. Do not use admixtures in mortar unless otherwise indicated.
- E. Mixes: Mix mortar materials in the proportions appropriate for the hardness of the existing historic brick.

PART 3 - EXECUTION

3.1 PROTECTION

- A. Prevent mortar from staining face of surrounding masonry and other surfaces.
 - 1. Cover sills, ledges, and other projecting items to protect them from mortar droppings.
 - 2. Keep wall area wet below rebuilding and pointing work to discourage mortar from adhering.
 - 3. Immediately remove mortar splatters in contact with exposed masonry and other surfaces.
- B. Remove downspouts and associated hardware adjacent to immediate work area and store during masonry repointing work. Reinstall when repointing is complete.
 - 1. Provide temporary rain drainage during work to direct water away from building.

3.2 MASONRY REPOINTING, GENERAL

- A. Have repointing work performed only by qualified historic treatment specialist.
- B. Appearance Standard: Repointed surfaces are to have a uniform appearance as viewed from 50 feet away by Architect.

3.3 REPOINTING

- A. Rake out and repoint joints to the following extent:
 - 1. Joints in location indicated on Drawing A1.30 where directed by Architect.
 - 2. Joints at locations of the following defects:
 - a. Holes and missing mortar.
 - b. Cracks that can be penetrated 1/4 inch or more by a knife blade 0.027 inch thick.

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- c. Cracks **1/8 inch** or more in width and of any depth.
 - d. Hollow-sounding joints when tapped by metal object.
 - e. Eroded surfaces 1/4 inch or more deep.
 - f. Deterioration to point that mortar can be easily removed by hand, without tools.
 - g. Joints filled with substances other than mortar.
- B. Do not rake out and repoint joints where not required.
- C. Rake out joints as follows, according to procedures demonstrated in approved mockup:
1. Remove mortar from joints to depth of joint width plus 1/8 inch and not less than that required to expose sound, unweathered mortar. Do not remove unsound mortar more than 2 inches deep; consult Architect for direction.
 2. Remove mortar from masonry surfaces within raked-out joints to provide reveals with square backs and to expose masonry for contact with pointing mortar. Brush, vacuum, or flush joints to remove dirt and loose debris.
 3. Do not spall edges of bricks or widen joints. Replace or patch damaged bricks as directed by Architect.
 - a. Cut out center of mortar bed joints using angle grinders with diamond-impregnated metal blades. Remove remaining mortar in bed joints and mortar in head joints by hand with chisel and resilient mallet. Strictly adhere to approved quality-control program.
- D. Notify Architect of unforeseen detrimental conditions, including voids in mortar joints, cracks, loose masonry units, rotted wood, rusted metal, and other deteriorated items.
- E. Pointing with Mortar:
1. Rinse joint surfaces with water to remove dust and mortar particles. Time rinsing application so, at time of pointing, joint surfaces are damp but free of standing water. If rinse water dries, dampen joint surfaces before pointing.
 2. Apply pointing mortar first to areas where existing mortar was removed to depths greater than surrounding areas. Apply in layers not greater than 3/8 inch until a uniform depth is formed. Fully compact each layer thoroughly and allow it to become thumbprint hard before applying next layer.
 3. After deep areas have been filled to same depth as remaining joints, point joints by placing mortar in layers not greater than **3/8 inch**. Fully compact each layer and allow it to become thumbprint hard before applying next layer. Where existing brick have worn or rounded edges, slightly recess finished mortar surface below face of masonry to avoid widened joint faces. Take care not to spread mortar beyond joint edges onto exposed masonry surfaces or to featheredge the mortar.
 4. When mortar is thumbprint hard, tool joints to match original appearance of joints as demonstrated in approved mockup. Remove excess mortar from edge of joint by brushing.
 5. Cure mortar by maintaining in thoroughly damp condition for at least 72 consecutive hours, including weekends and holidays.

- a. Acceptable curing methods include covering with wet burlap and plastic sheeting, periodic hand misting, and periodic mist spraying using system of pipes, mist heads, and timers.
 - b. Adjust curing methods to ensure that pointing mortar is damp throughout its depth without eroding surface mortar.
6. Hairline cracking within the mortar or mortar separation at edge of a joint is unacceptable. Remove mortar and repoint.
- F. Where repointing work precedes cleaning of existing masonry, allow mortar to harden at least 30 days before beginning cleaning work.

3.4 FINAL CLEANING

- A. After mortar has fully hardened, thoroughly clean exposed masonry surfaces of excess mortar and foreign matter; use wood scrapers, stiff-nylon or -fiber brushes, and clean water, applied by low-pressure spray.
1. Do not use metal scrapers or brushes.
 2. Do not use acidic or alkaline cleaners.
- B. Clean adjacent nonmasonry surfaces. Use detergent and soft brushes or cloths.
- C. Clean mortar and debris from roof; remove debris from gutters and downspouts. Rinse off roof and flush gutters and downspouts.
- D. Remove masking materials, leaving no residues that could trap dirt.

3.5 FIELD QUALITY CONTROL

- A. Architect's Project Representatives: Architect will assign Project representatives to help carry out Architect's responsibilities at the site, including observing progress and quality of portion of the Work completed. Allow Architect's Project representatives use of lift devices and scaffolding, as needed, to observe progress and quality of portion of the Work completed.
- B. Notify Architect's Project representatives in advance of times when lift devices and scaffolding will be relocated. Do not relocate lift devices and scaffolding until Architect's Project representatives have had reasonable opportunity to make inspections and observations of work areas at lift device or scaffold location.

END OF SECTION 040323

SECTION 061000 - ROUGH CARPENTRY

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Wood-preservative-treated lumber.
2. Dimension lumber framing.
3. Miscellaneous lumber.

B. Related Requirements:

1. Section 012200 "Unit Prices" for administrative and procedural requirements for unit prices.

1.2 DEFINITIONS

- A. Boards or Strips: Lumber of less than 2 inches nominal size in least dimension.
- B. Dimension Lumber: Lumber of 2 inches nominal size or greater but less than 5 inches nominal size in least dimension.
- C. Exposed Framing: Framing not concealed by other construction.
- D. Lumber grading agencies, and abbreviations used to reference them, include the following:
 1. NeLMA: Northeastern Lumber Manufacturers' Association.
 2. NLGA: National Lumber Grades Authority.
 3. SPIB: The Southern Pine Inspection Bureau.
 4. WCLIB: West Coast Lumber Inspection Bureau.
 5. WWPA: Western Wood Products Association.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of process and factory-fabricated product. Indicate component materials and dimensions and include construction and application details.

1. Include data for wood-preservative treatment from chemical treatment manufacturer and certification by treating plant that treated materials comply with requirements. Indicate type of preservative used and net amount of preservative retained.
2. For products receiving a waterborne treatment, include statement that moisture content of treated materials was reduced to levels specified before shipment to Project site.

B. Sustainable Design Submittals:

1.4 INFORMATIONAL SUBMITTALS

A. Material Certificates:

1. For dimension lumber specified to comply with minimum allowable unit stresses. Indicate species and grade selected for each use and design values approved by the ALSC Board of Review.
2. For preservative-treated wood products. Indicate type of preservative used and net amount of preservative retained.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Stack wood products flat with spacers beneath and between each bundle to provide air circulation. Protect wood products from weather by covering with waterproof sheeting, securely anchored. Provide for air circulation around stacks and under coverings.

PART 2 - PRODUCTS

2.1 WOOD PRODUCTS

- A. Lumber: Comply with DOC PS 20 and applicable rules of grading agencies indicated. If no grading agency is indicated, comply with the applicable rules of any rules-writing agency certified by the ALSC Board of Review. Grade lumber by an agency certified by the ALSC Board of Review to inspect and grade lumber under the rules indicated.

1. Factory mark each piece of lumber with grade stamp of grading agency.
2. Where nominal sizes are indicated, provide actual sizes required by DOC PS 20 for moisture content specified. Where actual sizes are indicated, they are minimum dressed sizes for dry wood products.
3. Dress lumber, S4S, unless otherwise indicated.

B. Maximum Moisture Content:

1. Boards: 19 percent.
2. Dimension Lumber: 19 percent unless otherwise indicated.

2.2 WOOD-PRESERVATIVE-TREATED LUMBER

- A. Preservative Treatment by Pressure Process: AWP A U1, Use categories as follows:

1. UC3A (All Other Commodity Specifications): Coated products excluding sawn products in exterior construction not in contact with ground, exposed to all weather cycles but protected from liquid water.
2. Preservative Chemicals: Acceptable to authorities having jurisdiction and containing no arsenic or chromium.

- B. Kiln-dry lumber after treatment to a maximum moisture content of 19 percent. Do not use material that is warped or that does not comply with requirements for untreated material.
- C. Mark lumber with treatment quality mark of an inspection agency approved by the ALSC Board of Review.
- D. Application: Treat items indicated on Drawings, and the following:
 - 1. Wood cants, nailers, curbs, equipment support bases, blocking, stripping, and similar members in connection with roofing, flashing, vapor barriers, and waterproofing.
 - 2. Wood sills, sleepers, blocking, furring, stripping, and similar concealed members in contact with masonry or concrete.

2.3 DIMENSION LUMBER FRAMING

- A. Joists, Rafters, and Other Framing by Grade: No. 2 grade.
 - 1. Species:
 - a. Hem-fir (north); NLGA.
 - b. Douglas fir-larch; WCLIB or WWPA.
 - c. Douglas fir-south; WWPA.
 - d. Hem-fir; WCLIB or WWPA.
 - e. Douglas fir-larch (north); NLGA.

2.4 MISCELLANEOUS LUMBER

- A. Provide miscellaneous lumber indicated and lumber for support or attachment of other construction, including the following:
 - 1. Blocking.
 - 2. Nailers.
 - 3. Rooftop equipment bases and support curbs.
 - 4. Cants.
 - 5. Furring.
 - 6. Grounds.
 - 7. Tongue & groove wood deck (match existing nominal 1 x 8).
- B. Dimension Lumber Items: Construction or No. 2 grade lumber of the following species:
 - 1. Hem-fir (north); NLGA.
 - 2. Mixed southern pine or southern pine; SPIB.
 - 3. Spruce-pine-fir; NLGA.
 - 4. Hem-fir; WCLIB or WWPA.
 - 5. Spruce-pine-fir (south); NeLMA, WCLIB, or WWPA.

- C. Roofing Nailers: Structural- or No. 2-grade lumber or better; kiln-dried Douglas fir, southern pine, or wood having similar decay-resistant properties.

2.5 FASTENERS

- A. General: Fasteners are to be of size and type indicated and comply with requirements specified in this article for material and manufacture. Provide nails or screws, in sufficient length, to penetrate not less than 1-1/2 inches into wood substrate.
 - 1. Where rough carpentry is exposed to weather, in ground contact, pressure-preservative treated, or in area of high relative humidity, provide fasteners with hot-dip zinc coating complying with ASTM A153/A153M or Type 304 stainless steel.
- B. Nails, Brads, and Staples: ASTM F1667.
- C. Power-Driven Fasteners: Fastener systems with an evaluation report acceptable to authorities having jurisdiction, based on ICC-ES AC70.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Framing Standard: Comply with AF&PA's WCD 1, "Details for Conventional Wood Frame Construction," unless otherwise indicated.
- B. Set work to required levels and lines, with members plumb, true to line, cut, and fitted. Fit rough carpentry accurately to other construction. Locate nailers, blocking, and similar supports to comply with requirements for attaching other construction.
- C. Install metal framing anchors to comply with manufacturer's written instructions. Install fasteners through each fastener hole.
- D. Do not splice structural members between supports unless otherwise indicated.
- E. Provide blocking and framing as indicated and as required to support facing materials, fixtures, specialty items, and trim.
- F. Sort and select lumber so that natural characteristics do not interfere with installation or with fastening other materials to lumber. Do not use materials with defects that interfere with function of member or pieces that are too small to use with minimum number of joints or optimum joint arrangement.
- G. Comply with AWWA M4 for applying field treatment to cut surfaces of preservative-treated lumber.
 - 1. Use inorganic boron for items that are continuously protected from liquid water.

2. Use copper naphthenate for items not continuously protected from liquid water.
- H. Securely attach rough carpentry work to substrate by anchoring and fastening as indicated, complying with the following:
 1. Table 2304.10.1, "Fastening Schedule," in ICC's International Building Code (IBC).
- I. Use steel common nails unless otherwise indicated. Select fasteners of size that will not fully penetrate members where opposite side will be exposed to view or will receive finish materials. Make tight connections between members. Install fasteners without splitting wood. Drive nails snug but do not countersink nail heads unless otherwise indicated.

3.2 INSTALLATION OF WOOD BLOCKING AND NAILERS

- A. Install where indicated and where required for attaching other work. Form to shapes indicated and cut as required for true line and level of attached work. Coordinate locations with other work involved.
- B. Attach wood blocking to substrates to support applied loading. Recess bolts and nuts flush with surfaces unless otherwise indicated.
- C. Attach wood roofing nailers securely to substrate to resist the designed outward and upward wind loads indicated on Drawings and in accordance with ANSI/SPRI ED-1, Tables A6 and A7.

3.3 REPLACEMENT OF DETERIORATED WOOD BLOCKING, NAILERS AND ROOF DECK

- A. Replace deteriorated wood blocking, nailers and tongue and groove roof deck where directed by the Architect. Form to shapes indicated and cut as required for true line and level of attached work. Architect will document replacement quantities for reimbursement per unit of measurement at Unit Prices in the Agreement.

3.4 PROTECTION

- D. Protect wood that has been treated with inorganic boron (SBX) from weather. If, despite protection, inorganic boron-treated wood becomes wet, apply EPA-registered borate treatment. Apply borate solution by spraying to comply with EPA-registered label.

END OF SECTION 061000

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SECTION 073126 - SLATE SHINGLES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Slate shingles.
2. Underlayment materials.

B. Related Requirements:

1. Section 076200 "Sheet Metal Flashing and Trim" for metal flashing and trim.
2. Section 077253 "Snow Guards" for snow guards.

1.2 DEFINITIONS

- ##### A. Roofing Terminology: See ASTM D1079 for definitions of terms related to roofing Work in this Section.

1.3 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project site.

1. Meet with Owner, Architect, roofing Installer, sheet metal flashing and trim Installer, and other installers whose work interfaces with or affects roofing, including installers of lightning protection system.
2. Review specifications and drawings.
 - a. Submittal requirements.
 - b. Mockup requirements.
 - c. Working hours.
3. Determine area for storing materials, and proposed locations of dumpsters.
4. Review proposed size of daily re-roofing sections, outline work sequence and finalize construction schedule.
5. Review methods and procedures related to roofing installation.
6. Review and finalize construction schedule, and verify availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.
7. Review structural loading limitations of roof deck during and after roofing.
8. Review base flashings, special roofing details, roof drainage, roof penetrations, and condition of other construction that affects roofing system.

9. Review temporary protection requirements for roofing system during and after installation.

1.4 ACTION SUBMITTALS

A. Product Data:

1. Slate shingles.
2. Underlayment materials.

B. Samples for Initial Selection:

1. For each type of slate shingle.

C. Samples for Verification: For the following products, in sizes indicated:

1. Slate Shingle: Full size, of each color, size, texture, and shape.

1.5 INFORMATIONAL SUBMITTALS

A. Material Test Reports: For each slate variety, by a qualified testing agency.

B. Research Reports: From an agency acceptable to authorities having jurisdiction, indicating that product is suitable for intended use under applicable building codes for the following:

1. Self-Adhering, Polymer-modified bitumen sheet underlayment.

C. Standby Emergency Repair Crew: Submit a minimum of two names with telephone numbers that are available during non-business hours in the event of afterhours leaks or other similar emergency.

1.6 MAINTENANCE MATERIAL SUBMITTALS

A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.

1. Slate Shingles: 100 sq. ft. of each size, type, and color, in unbroken bundles.

1.7 MOCKUPS

A. Build mockups to verify selections made under Sample submittals, to demonstrate aesthetic effects, and to set quality standards for materials and execution.

1. Build mockups for slate shingles including related roofing materials.

- a. Size: 48 inches long by 48 inches wide.
 - b. Include gutter and downspout complying with requirements in Section 076200 "Sheet Metal Flashing and Trim", and snow guards complying with requirements in Section 077253 "Snow Guards".
2. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.
 3. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

1.8 QUALITY ASSURANCE

- A. Superintendent: Roofing Contractor shall employ a competent superintendent who shall be in attendance at the project site during the progress of the work daily each morning.
 1. Roofing Contractor's site representative shall be satisfactory to the Owner, based on credentials to be submitted by the Contractor, and such representative shall be changed only with consent of the Owner. If for any reason Roofing contractor's site representative is unsatisfactory to the Owner, and upon request of the Owner, other qualified site representative shall be substituted.
 2. Roofing Contractor shall designate Superintendent, foreman, or other competent personnel as standby emergency repair crew in case of afterhours leaks or other similar emergency. Submit a minimum of two names with telephone numbers that are available during non-business hours in the event of an emergency.

1.8 DELIVERY, STORAGE, AND HANDLING

- A. Store underlayment rolls in a dry, well-ventilated location protected from weather, sunlight, and moisture in accordance with manufacturer's written instructions.
 1. Store on end, on pallets or other raised surfaces.
 2. Do not double-stack rolls.
- B. Protect unused underlayment from weather, sunlight, and moisture when left overnight or when roofing work is not in progress.
- C. Handle, store, and place roofing materials in a manner to prevent damage to roof deck or structural supporting members. (Materials stored on roof shall not exceed 20 psf.)

1.9 FIELD CONDITIONS

- A. Environmental Limitations: Proceed with installation only when existing and forecasted weather conditions permit product installation and related Work to be performed in accordance with manufacturer's written instructions and warranty requirements.

1. Install self-adhering, polymer-modified bitumen sheet underlayment within the range of ambient and substrate temperatures recommended in writing by manufacturer.
- B. The building will remain in continuous operation during the roofing replacement. Remove no more of the existing roof than can be replaced in each working day including base and strip flashing. Any phased construction must receive Architect's written approval in advance.
- C. Protect paving, lawns, and building walls adjacent to work areas prior to starting work. Restore to original condition or replace surfaces damaged during roofing work. Exterior surfaces soiled by construction operations shall be cleaned from edge to edge.
- D. Except in the event of an emergency, no field operations shall be performed outside of regular working hours without the prior written approval of the Architect and Owner. Regular working hours for field operations are defined in Supplementary Conditions.

1.10 WARRANTY

- A. Roofing Installer's Warranty: On warranty form at end of this Section, signed by Installer, in which Installer agrees to repair or replace components of slate-shingle roofing that fail in materials or workmanship within specified warranty period.
 1. Warranty Period: Twenty (20) years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 SOURCE LIMITATIONS

- A. Obtain each type of product from single source from single manufacturer.

2.2 PERFORMANCE REQUIREMENTS

- A. Exterior Fire-Test Exposure: Provide slate shingles and related roofing materials identical to those of assemblies tested for Class A fire resistance in accordance with ASTM E108 or UL 790 by Underwriters Laboratories or another testing and inspecting agency acceptable to authorities having jurisdiction. Identify products with appropriate markings of applicable testing agency.

2.3 SLATE SHINGLES

- A. Slate Shingles: ASTM C406/C406M, Grade S1; hard, dense, and sound; with chamfered edges and nail holes machine punched or drilled and countersunk; with no broken or cracked slates, no broken exposed corners, and no broken corners on covered ends that could sacrifice nailing strength or laying of a watertight roof.

1. Basis-of-Design: Subject to compliance with requirements, provide the following or a comparable product:
 - a. Vermont Structural Slate Company, Inc., Product: Vermont Mottled Green & Purple; Size: 18” length, 10” width, 1/4” – 3/8” thickness.
 2. Thickness and Surface Texture: Nominal 1/4 to 3/8 inch medium textured.
 3. Length: 18 inches.
 4. Width: 10 inches.
 5. Nail Holes: Two per shingle.
 6. Butt Shape: Standard square cut.
 7. Color: Mottled purple and green.
 8. Weather-Exposure Color Change: Unfading.
- B. Starter Slate: Slate shingles with chamfered nail holes front-side punched.
 1. Length: Exposure of slate shingle plus headlap.
- C. Ridge Slate: Slate shingles fabricated with vertical grain orientation.

2.4 UNDERLAYMENT MATERIALS

- A. Self-Adhering, Polymer-Modified Bitumen Sheet: ASTM D1970/D1970M, minimum 40-mil-thick sheet; glass-fiber-mat-reinforced, polymer-modified asphalt; with slip-resistant top surface and release backing; cold applied.
 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. CertainTeed; SAINT-GOBAIN
 - b. GAF
GCP Applied Technologies Inc.
 - c. Henry Company; a Carlisle company
 - d. Owens Corning
 - e. Tamko Building Products LLC
 2. Top Surface: Granule.

2.5 ACCESSORIES

- A. Asphalt Roofing Cement: ASTM D4586/D4586M Type II, asbestos free.
- B. Elastomeric Sealant: ASTM C920, Type S, Grade NS, one-part, non-sag, elastomeric polymer sealant; of class and use classifications required to seal joints in slate-shingle roofing and remain watertight; recommended in writing by manufacturer for applications indicated.

- C. Slating Nails: ASTM F1667, solid copper or Type 304 stainless steel, smooth-shanked, wire nails; 0.135-inch-minimum thickness; sharp pointed; with 3/8-inch-minimum diameter flat head; of sufficient length to penetrate a minimum of 3/4 inch into sheathing or extend at least 1/8 inch through sheathing less than 3/4 inch thick. Minimum nail length 1.5" long.
 - 1. Where nails are in contact with metal flashing, use nails made from same metal as flashing.
- D. Underlayment Nails: Aluminum, stainless steel, or hot-dip galvanized-steel wire nails with low-profile metal or plastic caps, 1-inch- minimum diameter.
 - 1. Provide with minimum 0.0134-inch- thick metal cap, 0.010-inch- thick power-driven metal cap, or 0.035-inch- thick plastic cap; and with minimum 0.083-inch- thick ring shank or 0.091-inch- thick smooth shank of length to penetrate at least 3/4 inch into roof sheathing or to penetrate through roof sheathing less than 3/4 inch thick.
- E. Nailers Strips: Comply with requirements in Section 061000 "Rough Carpentry."
- F. Nails for Wood Strips: Comply with requirements in Section 061000 "Rough Carpentry".

2.6 METAL FLASHING AND TRIM

- A. Comply with requirements in Section 076200 "Sheet Metal Flashing and Trim."

2.7 SNOW GUARDS

- A. Comply with requirements in Section 077253 "Snow Guards."

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
 - 1. Examine roof sheathing to verify that sheathing joints are supported by framing and blocking or metal clips and that installation is within flatness tolerances.
 - 2. Verify that substrate is sound, dry, smooth, clean, sloped for drainage, and completely anchored and that provisions have been made for flashings and penetrations through roofing.
 - 3. Verify that vent stacks and other penetrations through roofing are installed and securely fastened.
- B. Prepare written report, endorsed by Installer, listing conditions detrimental to performance of the

Work.

- C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION OF SLATE SHINGLES

- A. Beginning at eaves, install slate shingles in accordance with manufacturer's written instructions and with details and recommendations in NRCA's "The NRCA Roofing Manual: Steep-Slope Roof Systems."
 - 1. Install copper drip edge built-in cant as shown on eave details. If built-in cant not detailed, install wood strip cant under underlayment at eave edges.
 - 2. Install shingle starter course chamfered face down.
- B. Install first and succeeding shingle courses chamfered face up. Install full-width first course at rake edge.
 - 1. Offset joints of uniform-width slate shingles by half the shingle width in succeeding courses.
- C. Maintain a 3-inch-minimum headlap between succeeding shingle courses.
- D. Maintain uniform exposure of shingle courses between eaves and ridge.
- E. At eaves, extend shingle starter course and first course 1 inch over fasciae aligned with bottom edge of sheet metal drip edge.
- F. At rakes, extend shingle starter course and succeeding courses 1 inch over fasciae.
- G. Cut and fit slate neatly around roof vents, pipes, ventilators, and other projections through roof.
- H. Hang slate with two slating nails for each shingle, with nail heads lightly touching slate.
 - 1. Do not drive nails home, which draws slates downward, and do not leave nail heads protruding enough to interfere with the overlapping shingle above.
- I. Ridges: Install metal ridge cap configuration as shown on details.
 - 1. Install and anchor wood nailer strips of thicknesses to match abutting courses of slate shingles, terminating nailer strip 3 to 4 inches from the eave. Cover with self-adhering, polymer-modified bitumen sheet, extending to underlying slate but concealed by ridge cap.
- J. Hips: Install and anchor slate hips in saddle or mitered configuration as shown on details.
 - 1. Install and anchor wood nailer strips of thickness to match abutting courses of slate shingles.

- a. Cover nailer strip with self-adhering, polymer-modified bitumen sheet, extending on to underlying slate but concealed by hip slate.
 - b. Anchor hip slate on mitered configuration to nailer strip with two nails located in upper third of hip-slate length.
2. Notch starter shingle and first shingle course at hip to fit around nailer strips so no wood is exposed at ridge eave.
 3. Seal hip centerline joint on mitered configuration with elastomeric sealant.
- K. Open Valleys: Cut slate shingles to form straight lines at open valleys, trimming upper concealed corners of shingles. Maintain uniform width of exposed open valley from highest to lowest point.
1. Do not nail shingles to valley metal flashings.
- L. Remove and replace damaged or broken slate shingles.

3.3 INSTALLATION OF UNDERLAYMENT MATERIALS

- A. Comply with slate-shingle and underlayment manufacturers' written installation instructions and with recommendations in NRCA's "The NRCA Roofing Manual: Steep-Slope Roof Systems" applicable to products and applications indicated unless more stringent requirements are specified in this Section or indicated on Drawings.
- B. Self-Adhering, Polymer-Modified Bitumen Sheet: Install, wrinkle free.
1. Comply with low-temperature installation restrictions of underlayment manufacturer.
 2. Install lapped in direction that sheds water. Lap sides not less than 4 inches.
 3. Lap ends not less than 6 inches, staggered 24 inches between succeeding courses.
 4. Roll laps with roller.
 5. Prime concrete, masonry, and metal surfaces to receive self-adhering, polymer-modified bitumen sheet.
 6. Single-Layer Installation: Install over entire roof deck.
 7. Cover underlayment within seven days.
- C. Valley Underlayment: Install one layer of 36-inch-wide underlayment centered in valley, running full length of valley, and on top of underlayment on field of roof that is woven through valley. Install all layers of underlayment in and through valley tight with no bridging.
1. Use same underlayment as installed on field of roof.
 2. Lap ends at least 12 inches in direction that sheds water, and seal with asphalt roofing cement.
 3. Fasten to roof deck with underlayment nails located as far from valley center as possible and only to extent necessary to hold underlayment in place until installation of valley flashing.

3.4 INSTALLATION OF RIDGE ACCESSORIES

- A. Metal Ridge Caps: Install units in accordance with requirements in Section 076200 "Sheet Metal Flashing and Trim".

3.5 INSTALLATION OF METAL FLASHING AND TRIM

- A. Install metal flashings and other sheet metal to comply with requirements in Section 076200 "Sheet Metal Flashing and Trim."
 - 1. Install metal flashings in accordance with recommendations in NRCA's "The NRCA Roofing Manual: Steep-Slope Roof Systems."

3.6 ROOFING INSTALLER'S WARRANTY

- A. WHEREAS <Insert name> of <Insert address>, herein called the "Roofing Installer," has performed roofing and associated work ("the work") on the following project:
 - 1. Owner: City of Meriden.
 - 2. Owner Address: 142 East Main Street, Meriden, CT 06450.
 - 3. Building Name/Type: Meriden Public Schools, Administrative Offices.
 - 4. Building Address: 22 Liberty Street, Meriden, CT 06450.
 - 5. Area of the Work: Entire Slate Roofing System.
 - 6. Acceptance Date: <Insert date>.
 - 7. Warranty Period: Twenty (20) years.
 - 8. Expiration Date: <Insert date>.
- B. AND WHEREAS Roofing Installer has contracted (either directly with Owner or indirectly as a subcontractor) to warrant the work against leaks and faulty or defective materials and workmanship for designated Warranty Period,
- C. NOW THEREFORE Roofing Installer hereby warrants, subject to terms and conditions herein set forth, that, during Warranty Period, Roofing Installer will, at Roofing Installer's own cost and expense, make or cause to be made such repairs to or replacements of the work as are necessary to correct faulty and defective work and as are necessary to maintain the work in a watertight condition.
- D. This Warranty is made subject to the following terms and conditions:
 - 1. Specifically excluded from this Warranty are damages to the work and other parts of the building, and to building contents, caused by:
 - a. Lightning;
 - b. Peak gust wind speed exceeding 100 mph;
 - c. Fire;
 - d. Failure of roofing system substrate, including cracking, settlement, excessive

- e. deflection, deterioration, and decomposition;
 - e. Faulty construction of copings, chimneys, skylights, vents, equipment supports, and other edge conditions and penetrations of the work;
 - f. Vapor condensation on bottom of roofing; and
 - g. Activity on roofing by others, including construction contractors, maintenance personnel, other persons, and animals, whether authorized or unauthorized by Owner.
2. When the work has been damaged by any of foregoing causes, Warranty shall be null and void until such damage has been repaired by Roofing Installer and until cost and expense thereof have been paid by Owner or by another responsible party so designated.
 3. Roofing Installer is responsible for damage to the work covered by this Warranty but is not liable for consequential damages to building or building contents resulting from leaks or faults or defects of the work.
 4. During Warranty Period, if Owner allows alteration of the work by anyone other than Roofing Installer, including cutting, patching, and maintenance in connection with penetrations, attachment of other work, and positioning of anything on roof, this Warranty shall become null and void on date of the alterations, but only to the extent the alterations affect the work covered by this Warranty. If Owner engages Roofing Installer to perform the alterations, Warranty shall not become null and void unless Roofing Installer, before starting the alterations, notified Owner in writing, showing reasonable cause for claim, that the alterations would likely damage or deteriorate the work, thereby reasonably justifying a limitation or termination of this Warranty.
 5. During Warranty Period, if original use of roof is changed and it becomes used for, but was not originally specified for, a use or service more severe than originally specified, this Warranty shall become null and void on date of the change, but only to the extent the change affects the work covered by this Warranty.
 6. Owner shall promptly notify Roofing Installer of observed, known, or suspected leaks, defects, or deterioration and shall afford reasonable opportunity for Roofing Installer to inspect the work and to examine evidence of such leaks, defects, or deterioration.
 7. This Warranty is recognized to be the only warranty of Roofing Installer on the work and shall not operate to restrict or cut off Owner from other remedies and resources lawfully available to Owner in cases of roofing failure. Specifically, this Warranty shall not operate to relieve Roofing Installer of responsibility for performance of the work according to requirements of the Contract Documents, regardless of whether Contract was a contract directly with Owner or a subcontract with Owner's General Contractor.

E. IN WITNESS THEREOF, this instrument has been duly executed this **<Insert day>** day of **<Insert month>**, **<Insert year>**.

1. Authorized Signature: **<Insert signature>**.
2. Name: **<Insert name>**.
3. Title: **<Insert title>**.

END OF SECTION 073126

SECTION 075323 - ETHYLENE-PROPYLENE-DIENE-MONOMER (EPDM) ROOFING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Adhered ethylene-propylene-diene-monomer (EPDM) roofing system.
2. Roof Insulation
3. Insulation accessories and cover board.

B. Related Requirements:

1. Section 061000 "Rough Carpentry" for wood nailers, curbs, and blocking.
2. Section 076200 "Sheet Metal Flashing and Trim" for metal roof flashings and counterflashings.

1.3 DEFINITIONS

- A. Roofing Terminology: Definitions in ASTM D 1079 and glossary of NRCA's "The NRCA Roofing and Waterproofing Manual" apply to work of this Section.

1.4 PREINSTALLATION MEETINGS

A. Preinstallation Roofing Conference: Conduct conference at Project site.

1. Meet with Owner, Architect, roofing Installer, roofing system manufacturer's representative, and installers whose work interfaces with or affects roofing, including installers of roof accessories and roof-mounted equipment.
2. Review specifications and drawings.
 - a. Submittal requirements.
 - b. Mockup requirements.
 - c. Working hours.
3. Determine area for storing materials, and proposed locations of dumpsters.
4. Review proposed size of daily re-roofing sections, outline work sequence and finalize construction schedule.
5. Review methods and procedures related to roofing installation, including manufacturer's written instructions.

6. Review and finalize construction schedule, and verify availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.
7. Examine deck substrate conditions and finishes for compliance with requirements, including flatness and fastening.
8. Review structural loading limitations of roof deck during and after roofing.
9. Review base flashings, special roofing details, roof drainage, roof penetrations, equipment curbs, and condition of other construction that affects roofing system.
10. Review governing regulations and requirements for insurance and certificates if applicable.
11. Review temporary protection requirements for roofing system during and after installation.
12. Review roof observation and repair procedures after roofing installation.

1.5 ACTION SUBMITTALS

- A. Product Data: For each type of product.
 1. EPDM roofing.
 2. Roof insulation.
 3. Insulation accessories and cover board.
 4. For insulation and roof system component fasteners, include copy of FM Approvals' RoofNav.
- B. Shop Drawings: For roofing system. Include plans, elevations, sections, details, and attachments to other work, including:
 1. Layout and thickness of insulation and cover board.
 2. Base flashings and membrane terminations
 3. Flashing details at penetrations.
 4. Insulation fastening patterns for corner, perimeter, and field-of-roof locations.
- C. Samples for Verification: For the following products:
 1. Sheet roofing, of color required.
 2. Roof insulation.
 3. Cover board.
- D. Wind Uplift Resistance Submittal: For roofing system, indicating compliance with wind uplift performance requirements.

1.6 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For Installer, certifying that Installer is acceptable to manufacturer.
 1. Submit evidence that Installer is certified by roofing manufacturer as an acceptable Installer for the specified roofing system requirements and that the roofing manufacturer will provide the specified Warranty.

2. Submit Certificate within 10 days of Notice of Award and prior to execution of Contract.
- B. Manufacturer Certificates: Signed by roofing manufacturer certifying that EPDM roofing system complies with requirements specified in "Warranty" Article.
1. Submit evidence of complying with Warranty requirements.
 2. Submit Certificate within 10 days of Notice of Award and prior to execution of Contract.
- C. Product Test Reports: For components of roofing system, tests performed by manufacturer and witnessed by a qualified testing agency.
- D. Sample Warranties: For manufacturer's special warranties.
- E. Standby Emergency Repair Crew: Submit a minimum of two names with telephone numbers that are available during non-business hours in the event of afterhours leaks or other similar emergency.
- 1.7 CLOSEOUT SUBMITTALS
- A. Maintenance Data: For roofing system to include in maintenance manuals.
- 1.8 QUALITY ASSURANCE
- A. Manufacturer Qualifications: A qualified manufacturer that is listed in FM Approvals' RoofNav for roofing system identical to that used for this Project.
- B. Installer Qualifications: A qualified firm that is approved, authorized, or licensed by roofing system manufacturer to install manufacturer's product and that is eligible to receive manufacturer's special warranty.
- C. Superintendent: Roofing Contractor shall employ a competent superintendent who shall be in attendance at the project site during the progress of the work daily each morning.
1. Roofing Contractor's site representative shall be satisfactory to the Owner, based on credentials to be submitted by the Contractor, and such representative shall be changed only with consent of the Owner. If for any reason Roofing contractor's site representative is unsatisfactory to the Owner, and upon request of the Owner, other qualified site representative shall be substituted.
 2. Roofing Contractor shall designate Superintendent, foreman, or other competent personnel as standby emergency repair crew in case of afterhours leaks or other similar emergency. Submit a minimum of two names with telephone numbers that are available during non-business hours in the event of an emergency.

1.9 DELIVERY, STORAGE, AND HANDLING

- A. Deliver roofing materials to Project site in original containers with seals unbroken and labeled with manufacturer's name, product brand name and type, date of manufacture, approval or listing agency markings, and directions for storing and mixing with other components.
 - 1. Provide continuous protection of materials against wetting and moisture absorption. Remove wet materials from project site.
- B. Store liquid materials in their original undamaged containers in a clean, dry, protected location and within the temperature range required by roofing system manufacturer. Protect stored liquid material from direct sunlight.
 - 1. Discard and legally dispose of liquid material that cannot be applied within its stated shelf life.
- C. Protect roof insulation materials from physical damage and from deterioration by sunlight, moisture, soiling, and other sources. Store in a dry location. Comply with insulation manufacturer's written instructions for handling, storing, and protecting during installation.
 - 1. Remove damaged or wet insulation, cover boards from project site.
- D. Handle and store roofing materials, and place equipment in a manner to avoid permanent deflection of deck. (Materials stored on roof shall not exceed 20 psf.)

1.10 FIELD CONDITIONS

- A. Weather Limitations: Proceed with installation only when existing and forecasted weather conditions permit roofing system to be installed according to manufacturer's written instructions and warranty requirements.
 - 1. In cold weather roofing materials shall not be applied unless correct application temperature can be maintained. Store materials in heated warehouse or closed heated trailer immediately prior to installing.
- B. The building will remain in continuous operation during the roofing replacement. Remove no more of the existing roof than can be replaced in each working day including base and strip flashing. Any phased construction must receive Architect's written approval in advance.
- C. Provide ¾" thick plywood runways with joints lapped and secured properly on existing and new roofing where wheelbarrow or other loaded wheeled equipment is used.
- D. Protect paving, lawns, and building walls adjacent to the hoist and chutes prior to starting work. Restore to original condition or replace surfaces damaged during roofing work. Exterior surfaces stained by construction operations shall be cleaned from edge to edge.

- E. Except in the event of an emergency, no field operations shall be performed outside of regular working hours without the prior written approval of the Architect and Owner. Regular working hours for field operations are defined in Supplementary Conditions

1.11 WARRANTY

- A. Special Warranty: Manufacturer's standard or customized form, without monetary limitation, in which manufacturer agrees to repair or replace components of membrane roofing system that fail in materials or workmanship within specified warranty period.
 - 1. Special warranty includes membrane roofing, base flashings, roof insulation, fasteners, roofing accessories, walkway pads and other components of membrane roofing system.
 - 2. Warranty Period: Not less than Twenty (20) years from date of Substantial Completion, nonprorated.
 - 3. Warranty shall include a watertight guarantee covering materials and workmanship on the entire roofing system, including the repair of all failures, defects or deterioration occurring during the Warranty Period.
- B. Special Project Warranty: Submit roofing Installer's warranty, on warranty form at end of this Section, signed by Installer, covering Work of this Section, including all components of roofing system such as membrane roofing, base flashing, roof insulation, fasteners, cover boards, and walkway products, for the following warranty period:
 - 1. Warranty Period: Two (2) years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Source Limitations: Obtain components including roof insulation, cover board, fasteners, and walkway pads for membrane roofing system from same manufacturer as membrane roofing or approved by membrane roofing manufacturer.

2.2 PERFORMANCE REQUIREMENTS

- A. General Performance: Installed roofing and base flashings shall withstand specified uplift pressures, thermally induced movement, and exposure to weather without failure due to defective manufacture, fabrication, installation, or other defects in construction. Roofing and base flashings shall remain watertight.
 - 1. Accelerated Weathering: Roofing system shall withstand 2000 hours of exposure when tested according to ASTM G 152, ASTM G 154, or ASTM G 155.
 - 2. Impact Resistance: Roofing system shall resist impact damage when tested according to ASTM D 3746 or ASTM D 4272.

- B. Material Compatibility: Roofing materials shall be compatible with one another and adjacent materials under conditions of service and application required, as demonstrated by roofing manufacturer based on testing and field experience.
- C. Roofing System Design: Tested by a qualified testing agency to resist the following uplift pressures:
 - 1. Corner Uplift Pressure: 60 lbf/sq. ft.
 - 2. Perimeter Uplift Pressure: 40 lbf/sq. ft..
 - 3. Field-of-Roof Uplift Pressure: 15 lbf/sq. ft.
- D. FM Approvals' RoofNav Listing: Roof membrane, base flashings, and component materials comply with requirements in FM Approvals 4450 or FM Approvals 4470 as part of a roofing system, and are listed in FM Approvals' RoofNav for Class 1 or noncombustible construction, as applicable. Identify materials with FM Approvals Certification markings.

2.3 EPDM ROOFING

- A. EPDM: ASTM D 4637, Type I, nonreinforced, uniform, flexible EPDM sheet.
 - 1. Basis-of-Design Manufacturer : Subject to compliance with requirements, provide products by Firestone Building Products or comparable product by one of the following:
 - a. Carlisle SynTec Incorporated.
 - b. Johns Manville.
 - c. Firestone Building Products.
 - 2. Thickness: 90-mils, nominal.
 - 3. Exposed Face Color: Black.

2.4 AUXILIARY ROOFING MATERIALS

- A. General: Auxiliary materials recommended by roofing system manufacturer for intended use and compatible with roofing.
 - 1. Liquid-type auxiliary materials shall comply with VOC limits of authorities having jurisdiction.
- B. Sheet Flashing: 90-mil-thick EPDM, partially cured or cured, according to application.
- C. Bonding Adhesive: Manufacturer's standard.
- D. Seaming Material: Manufacturer's standard, synthetic-rubber polymer primer and 6-inch-wide minimum, butyl splice tape with release film.
- E. Lap Sealant: Manufacturer's standard, single-component sealant.

- F. Water Cutoff Mastic: Manufacturer's standard butyl mastic sealant.
- G. Metal Termination Bars: Manufacturer's standard, predrilled stainless-steel or aluminum bars, approximately 1 by 1/8 inch thick; with anchors.
- H. Fasteners: Factory-coated steel fasteners and metal or plastic plates complying with corrosion-resistance provisions in FM Global 4470, designed for fastening membrane to substrate, and acceptable to roofing system manufacturer.
- I. Miscellaneous Accessories: Provide pourable sealers, preformed cone and vent sheet flashings, molded pipe boot flashings, preformed inside and outside corner sheet flashings, reinforced EPDM securement strips, T-joint covers, in-seam sealants, termination reglets, cover strips, and other accessories.

2.5 INSULATION ACCESSORIES

- A. General: Roof insulation accessories recommended by insulation manufacturer for intended use and compatibility with roofing.
- B. Fasteners: Factory-coated steel fasteners and metal or plastic plates complying with corrosion-resistance provisions in FM Global 4470, designed for fastening roof insulation to substrate, and acceptable to roofing system manufacturer.
- C. Insulation Adhesive: Insulation manufacturer's recommended adhesive formulated to attach cover board to roof insulation as follows:
 - 1. Bead-applied, low-rise, one-component or multicomponent urethane adhesive.
- D. Roof Insulation: EPDM membrane roofing manufacturer's recommended, closed cell polyisocyanurate foam, mineral-coated fiber-glass-reinforced, mold-resistant, ASTM C 1289, Type II, Class 1, Grade 2.
 - 1. Basis-of-Design Product : Subject to compliance with requirements, provide ISOGARD GL Roof Insulation by Firestone Building Products or comparable product by one of the following:
 - a. Carlisle SynTec Incorporated.
 - b. Johns Manville.
 - 2. Thickness: 1.00 inch.
 - 3. Thermal Resistance Value: R-5.7.
- E. Cover Board: EPDM membrane roofing manufacturer's recommended, closed cell polyisocyanurate foam, mineral-coated fiber-glass-reinforced, mold-resistant, ASTM C 1289, Type II, Class 4, Grade 2.

1. Basis-of-Design Product : Subject to compliance with requirements, provide ISO GARD HD Cover Board by Firestone Building Products or comparable product by one of the following:
 - a. Carlisle SynTec Incorporated.
 - b. Johns Manville.
2. Thickness: 0.50 inches.
3. Thermal Resistance Value: R-2.5.

PART 3 - EXECUTION

3.1 REMOVAL OF EXISTING ROOFING

- A. Before commencing with removal, water test all existing roof drains and downspouts to determine if any drains are sluggish or blocked. Drains identified before removal as being sluggish or blocked will be cleared by the Owner prior to the start of work. The Contractor shall clear all drains that are sluggish or blocked after commencing work at no cost to the Owner.
- B. Install plumbing test plugs in all drains during removal and reroofing operations. Remove test plugs and clear drains at the end of each work day.
- C. Remove all roofing membrane and insulation down to the roof deck. Remove perimeter edgings and associated accessories from walls and curbs only where indicated on Drawings. All removed materials and debris shall be deposited into dumpsters each day. No material or debris shall be dropped on the ground or adjoining roof surfaces.
- D. Broom clean the surface of the roof deck, curbs and walls and inspect for defects. Notify the Architect immediately if any deteriorated, damaged or otherwise unsatisfactory substrate materials are uncovered.

3.2 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements and other conditions affecting performance of the Work:
 1. Verify that deck is in good condition with no adjacent units in excess of 1/16 inch out of plane relative to adjoining deck.
 - a. Notify Architect immediately if deteriorated, loose or uneven deck is uncovered.
 - b. Architect shall document extent of repair required before commencing any repairs
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.3 PREPARATION

- A. Clean substrate of dust, debris, moisture, and other substances detrimental to roofing installation according to roofing system manufacturer's written instructions. Remove sharp projections.
- B. Prevent materials from entering and clogging roof drains and conductors and from spilling or migrating onto surfaces of other construction. Remove roof-drain plugs when no work is taking place or when rain is forecast.
- C. Complete terminations and base flashings and provide temporary seals to prevent water from entering completed sections of roofing system at the end of the workday or when rain is forecast. Remove and discard temporary seals before beginning work on adjoining roofing.
- D. Install wood blocking to line and levels indicated on drawings and as necessary to support sheet metal flashings and trim.

3.4 ROOFING INSTALLATION, GENERAL

- A. Install roofing system according to roofing system manufacturer's written instructions.
- B. Complete terminations and base flashings and provide temporary seals to prevent water from entering completed sections of roofing system at the end of the workday or when rain is forecast. Remove and discard temporary seals before beginning work on adjoining roofing.
- C. Install roofing and auxiliary materials to tie in to existing roofing to maintain weathertightness of transition.

3.5 COVER BOARD INSTALLATION

- A. Coordinate installing roofing system components so cover board is not exposed to precipitation or left exposed at the end of the workday.
- B. Comply with roofing system and insulation manufacturer's written instructions for installing cover board.
- C. Install cover board with long joints in a continuous straight line with end joints staggered between rows, abutting edges and ends between boards. Fill gaps exceeding 1/4 inch.
- D. Adhered cover board: Install single layer adhered to substrate as follows:
 - 1. Set single layer in ribbons of bead-applied insulation adhesive, firmly pressing and maintaining insulation in place.
 - 2. Fasten cover boards to resist uplift pressure at corners, perimeter, and field of roof.

3.6 ADHERED MEMBRANE ROOFING INSTALLATION

- A. Adhere roofing over area to receive roofing according to membrane roofing system manufacturer's written instructions. Unroll membrane roofing and allow to relax before installing.
- B. Accurately align roofing, and maintain uniform side and end laps of minimum dimensions required by manufacturer. Stagger end laps.
- C. Bonding Adhesive: Apply to substrate and underside of roofing at rate required by manufacturer, and allow to partially dry before installing roofing. Do not apply to splice area of roofing.
- D. In addition to adhering, mechanically fasten roofing securely at terminations, penetrations, and perimeters.
- E. Apply roofing with side laps shingled with slope of roof deck where possible.
- F. Tape Seam Installation: Clean and prime both faces of splice areas, apply splice tape, and firmly roll side and end laps of overlapping roofing according to manufacturer's written instructions to ensure a watertight seam installation. Apply lap sealant and seal exposed edges of roofing terminations.
- G. Repair tears, voids, and lapped seams in roofing that do not comply with requirements.
- H. Spread sealant or mastic bed over deck-drain flange at roof drains, and securely seal membrane roofing in place with clamping ring.

3.7 BASE FLASHING INSTALLATION

- A. Install sheet flashings and preformed flashing accessories, and adhere to substrates according to roofing system manufacturer's written instructions.
- B. Apply bonding adhesive to substrate and underside of sheet flashing at required rate, and allow to partially dry. Do not apply to seam area of flashing.
- C. Flash penetrations and field-formed inside and outside corners with cured or uncured sheet flashing.
- D. Clean splice areas, apply splicing cement, and firmly roll side and end laps of overlapping sheets to ensure a watertight seam installation. Apply lap sealant and seal exposed edges of sheet flashing terminations.
- E. Terminate and seal top of sheet flashings and mechanically anchor to substrate through termination bars.

3.8 FIELD QUALITY CONTROL

- A. Final Roof Inspection: Arrange for roofing system manufacturer's technical personnel to inspect roofing installation on completion.
- B. Repair or remove and replace components of roofing system where inspections indicate that they do not comply with specified requirements.
- C. Additional testing and inspecting, at Contractor's expense, will be performed to determine if replaced or additional work complies with specified requirements.

3.9 PROTECTING AND CLEANING

- A. Protect membrane roofing system from damage and wear during remainder of construction period. When remaining construction does not affect or endanger roofing, inspect roofing for deterioration and damage, describing its nature and extent in a written report, with copies to Architect and Owner.
- B. Correct deficiencies in or remove membrane roofing system that does not comply with requirements, repair substrates, and repair or reinstall membrane roofing system to a condition free of damage and deterioration at time of Substantial Completion and according to warranty requirements.
- C. Clean overspray and spillage from adjacent construction using cleaning agents and procedures recommended by manufacturer of affected construction.

3.10 ROOFING INSTALLER'S WARRANTY

- A. WHEREAS _____ of _____, herein called the "Roofing Installer," has performed roofing and associated work ("work") on the following project:
 - 1. Owner: City of Meriden.
 - 2. Address: 142 East Main Street, Meriden, CT 06450.
 - 3. Building Name/Type: Meriden Public Schools, Administrative Offices.
 - 4. Address: 22 Liberty Street, Meriden, CT 06450.
 - 5. Area of Work: Entire EPDM Roofing System.
 - 6. Acceptance Date: _____.
 - 7. Warranty Period: Two (2) years.
 - 8. Expiration Date: _____.
- B. AND WHEREAS Roofing Installer has contracted (either directly with Owner or indirectly as a subcontractor) to warrant said work against leaks and faulty or defective materials and workmanship for designated Warranty Period,
- C. NOW THEREFORE Roofing Installer hereby warrants, subject to terms and conditions herein set forth, that during Warranty Period he will, at his own cost and expense, make or cause to be

made such repairs to or replacements of said work as are necessary to correct faulty and defective work and as are necessary to maintain said work in a watertight condition.

- D. This Warranty is made subject to the following terms and conditions:
1. Specifically excluded from this Warranty are damages to work and other parts of the building, and to building contents, caused by:
 - a. lightning;
 - b. peak gust wind speed exceeding 100 mph;
 - c. fire;
 - d. failure of roofing system substrate, including cracking, settlement, excessive deflection, deterioration, and decomposition;
 - e. faulty construction of parapet walls, copings, chimneys, skylights, vents, equipment supports, and other edge conditions and penetrations of the work;
 - f. vapor condensation on bottom of roofing; and
 - g. activity on roofing by others, including construction contractors, maintenance personnel, other persons, and animals, whether authorized or unauthorized by Owner.
 2. When work has been damaged by any of foregoing causes, Warranty shall be null and void until such damage has been repaired by Roofing Installer and until cost and expense thereof have been paid by Owner or by another responsible party so designated.
 3. Roofing Installer is responsible for damage to work covered by this Warranty but is not liable for consequential damages to building or building contents resulting from leaks or faults or defects of work.
 4. During Warranty Period, if Owner allows alteration of work by anyone other than Roofing Installer, including cutting, patching, and maintenance in connection with penetrations, attachment of other work, and positioning of anything on roof, this Warranty shall become null and void on date of said alterations, but only to the extent said alterations affect work covered by this Warranty. If Owner engages Roofing Installer to perform said alterations, Warranty shall not become null and void unless Roofing Installer, before starting said work, shall have notified Owner in writing, showing reasonable cause for claim, that said alterations would likely damage or deteriorate work, thereby reasonably justifying a limitation or termination of this Warranty.
 5. During Warranty Period, if original use of roof is changed and it becomes used for, but was not originally specified for, a promenade, work deck, spray-cooled surface, flooded basin, or other use or service more severe than originally specified, this Warranty shall become null and void on date of said change, but only to the extent said change affects work covered by this Warranty.
 6. Owner shall promptly notify Roofing Installer of observed, known, or suspected leaks, defects, or deterioration and shall afford reasonable opportunity for Roofing Installer to inspect work and to examine evidence of such leaks, defects, or deterioration.
 7. This Warranty is recognized to be the only warranty of Roofing Installer on said work and shall not operate to restrict or cut off Owner from other remedies and resources lawfully available to Owner in cases of roofing failure. Specifically, this Warranty shall not operate to relieve Roofing Installer of responsibility for performance of original work according to requirements of the Contract Documents, regardless of whether Contract was a contract directly with Owner or a subcontract with Owner's General Contractor.

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ADMINISTRATIVE OFFICES
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Meriden, Connecticut

E. IN WITNESS THEREOF, this instrument has been duly executed this _____ day of _____, _____.

- 1. Authorized Signature: _____.
- 2. Name: _____.
- 3. Title: _____.

END OF SECTION 075323

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SECTION 076100 - SHEET METAL ROOFING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Copper sheet.
2. Zinc-tin alloy-coated copper sheet.
3. Underlayment materials.
4. Fasteners.
5. Elastomeric sealant.

B. Related Requirements:

1. Section 061053 "Miscellaneous Rough Carpentry" for wood nailers, curbs, and blocking.
2. Section 076200 "Sheet Metal Flashing and Trim" for gutters, downspouts, fascia and flashings that are not part of sheet metal roofing.
3. Section 079200 "Joint Sealants" for field-applied sealants adjoining sheet metal roofing and not otherwise specified in this Section.

1.2 COORDINATION

- A. Coordinate sheet metal roofing layout and seams with sizes and locations of roof curbs, equipment supports, equipment provided, and roof penetrations.
- B. Coordinate sheet metal roofing installation with rain drainage work, flashing, trim, and construction of roofing substrate, parapets, walls, and other adjoining work to provide leakproof, secure, and noncorrosive installation.

1.3 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project site.

1. Review construction schedule. Verify availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.
2. Review flashings, special roofing details, roof drainage, roof penetrations, equipment curbs, and condition of other construction that affect sheet metal roofing.
3. Review roof observation and repair procedures after sheet metal roofing installation.

1.4 ACTION SUBMITTALS

A. Product Data:

1. Copper sheet.
2. Zinc-tin alloy-coated copper sheet.
3. Underlayment materials
4. Fasteners.
5. Elastomeric sealant.

B. Shop Drawings:

1. Include plans, elevations, sections, and attachment details.
2. Detail fabrication and panel installation layouts, expansion joint locations, points of fixity, and keyed details. Distinguish between shop- and field-assembled Work.
3. Include details for forming, including seams and dimensions.
4. Include details for joining and securing, including layout and spacing of fasteners, cleats, and other attachments. Include pattern of seams.
5. Include details of expansion joints, including showing direction of expansion and contraction from points of fixity.
6. Include details of roof penetrations.
7. Include details of edge conditions, including eaves, ridges, valleys, rakes, crickets, corners, flashings, and counterflashings.
8. Include details of special conditions.
9. Include details of connections to adjoining work.
10. Detail the following accessory items, at scale of not less than 3 inches per 12 inches:
 - a. Flashing and trim.
 - b. Roof curbs.

C. Samples for Verification: For each type of exposed finish.

1. Sheet Metal Roofing: 12 inches long by actual width of unit, including finished seam and in required profile. Include fasteners, cleats, and other attachments.
2. Trim and Metal Closures: 12 inches long and in required profile. Include fasteners and other exposed accessories.
3. Other Accessories: 12-inch-long Samples for each type of other accessory.

1.5 INFORMATIONAL SUBMITTALS

A. Coordination Drawings: Roof plans, drawn to scale, on which the following items are indicated and coordinated with each other, using input from installers of the items involved:

1. Sheet metal roofing, seam locations, and attachments.
2. Details for penetrations.

B. Qualification Data: For Installer and fabricator.

- C. Sample Warranties: For special warranties.

1.6 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For roofing sheet metals and accessories to include in maintenance manuals.
- B. Special warranties.

1.7 QUALITY ASSURANCE

- A. Sheet Metal Roofing Fabricator Qualifications: Employs skilled workers who custom fabricate sheet metal roofing similar to that required for this Project and whose products have a record of successful in-service performance.
- B. Mockups: Build mockups to verify selections made under Sample submittals, to demonstrate aesthetic effects, and to set quality standards for fabrication and installation.
 - 1. Build mockup of typical roof area and eave as indicated on Drawings, including, underlayment, attachments, and accessories.
 - a. Size: Approximately 48 inches square.
 - b. Include each type of exposed seam and seam termination, fascia and gable end and rake.
 - 2. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.
 - 3. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.
- C. Superintendent: Roofing Contractor shall employ a competent superintendent who shall be in attendance at the project site during the progress of the work daily each morning.
 - 1. Roofing Contractor's site representative shall be satisfactory to the Owner, based on credentials to be submitted by the Contractor, and such representative shall be changed only with consent of the Owner. If for any reason Roofing contractor's site representative is unsatisfactory to the Owner, and upon request of the Owner, other qualified site representative shall be substituted.
 - 2. Roofing Contractor shall designate Superintendent, foreman, or other competent personnel as standby emergency repair crew in case of afterhours leaks or other similar emergency. Submit a minimum of two names with telephone numbers that are available during non-business hours in the event of an emergency.

1.8 DELIVERY, STORAGE, AND HANDLING

- A. Do not store sheet metal roofing materials in contact with other materials that might cause staining, denting, or other surface damage.
 - 1. Store sheet metal roofing materials away from uncured concrete and masonry.
 - 2. Protect stored sheet metal roofing materials from contact with water.
- B. Protect strippable protective covering on sheet metal roofing from exposure to sunlight and high humidity, except to extent necessary for period of sheet metal roofing installation.

1.9 WARRANTY

- A. Special Warranty: Warranty form at end of this Section in which Installer agrees to repair or replace components of sheet metal roofing that fail in materials or workmanship within specified warranty period.
 - 1. Failures include, but are not limited to, the following:
 - a. Structural failures, including, but not limited to, rupturing, cracking, or puncturing.
 - b. Wrinkling or buckling.
 - c. Loose parts.
 - d. Failure to remain weathertight, including uncontrolled water leakage.
 - e. Deterioration of metals, metal finishes, and other materials beyond normal weathering, including nonuniformity of color or finish.
 - f. Galvanic action between sheet metal roofing and dissimilar materials.
 - 2. Warranty Period: Twenty years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. General Performance: Sheet metal roofing system, including, but not limited to, metal roof panels, cleats, anchors and fasteners, sheet metal flashing integral with sheet metal roofing, fascia panels, trim, underlayment, and accessories, is to comply with requirements without failure due to defective manufacture, fabrication, or installation, or due to other defects in construction. Sheet metal roofing is to remain watertight.
- B. Sheet Metal Roofing Standard: Comply with SMACNA's "Architectural Sheet Metal Manual" unless more stringent requirements are specified or indicated on Drawings.
- C. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes to prevent buckling, opening of joints, overstressing of components, failure of joint sealants, failure of connections, and other detrimental effects.

1. Temperature Change: 120 deg F, ambient; 180 deg F, material surfaces.

2.2 ROOFING SHEET METALS

- A. Protect mechanical and other finishes on exposed surfaces from damage by applying strippable, temporary protective film before shipping.
- B. Copper Sheet: ASTM B 370, cold-rolled copper sheet, H00 or H01 temper.
 1. Manufacturers: Subject to compliance with requirements,.
 - a. Revere Copper Products, Inc.
 2. Nonpatinated Exposed Finish: Mill.
- C. Stainless-Steel Sheet: ASTM A 240/A 240M, Type 304, dead soft, fully annealed; with smooth, flat surface.
 1. Finish: 2D dull, cold rolled.
- D. Zinc-Tin Alloy-Coated (ZTC) Copper Sheet: ASTM B 370, cold-rolled copper sheet, H00 temper, of minimum uncoated weight (thickness) indicated; coated on both sides with zinc-tin alloy (50 percent zinc, 50 percent tin).
 1. Products: Subject to compliance with requirements, provide the following.
 - a. Revere Copper Products, Inc.; Freedom Gray.

2.3 UNDERLAYMENT MATERIALS

- A. Felts: ASTM D226/D226M, Type II (No. 30), asphalt-saturated organic felts, nonperforated.
- B. Slip Sheet: Rosin-sized building paper, 3 lb/100 sq. ft. minimum.

2.4 MISCELLANEOUS MATERIALS

- A. Provide materials and types of fastener[, solder, protective coatings, sealants, and other miscellaneous items as required for complete roofing system and as recommended by primary sheet metal manufacturer unless otherwise indicated.
- B. Fasteners: Wood screws, annular-threaded nails, self-tapping screws, self-locking rivets and bolts, and other suitable fasteners designed to withstand design loads.
 1. General:
 - a. Exposed Fasteners: Heads matching color of sheet metal roofing, using plastic caps

or factory-applied coating. Provide metal-backed EPDM or PVC sealing washers under heads of exposed fasteners bearing on weather side of roofing.

- b. Fasteners for Flashing and Trim: Blind fasteners or self-drilling screws, gasketed; with hex-washer head.
 2. Fasteners for Copper, Zinc-Tin Alloy-Coated Copper, or Copper-Clad Stainless Steel Sheet: Copper, hardware bronze, or passivated Series 300 stainless steel.
 3. Fasteners for Stainless Steel Sheet: Series 300 stainless steel.
- C. Solder:
1. For Copper or Copper-Clad Stainless Steel: ASTM B32, Grade Sn50, 50 percent tin and 50 percent lead.
 2. For Stainless Steel: ASTM B32, Grade Sn60, with acid flux of type recommended by stainless steel sheet manufacturer.
 3. For Zinc-Tin Alloy-Coated Copper: ASTM B32, 100 percent tin, with maximum lead content of 0.2 percent, as recommended by sheet metal manufacturer.
- D. Elastomeric Sealant: ASTM C920, elastomeric polyurethane polymer sealant; of type, grade, class, and use classifications required to seal joints in sheet metal roofing and remain watertight.
- E. Bituminous Coating: Cold-applied asphalt emulsion in accordance with ASTM D1187.

2.5 ACCESSORIES

- A. Sheet Metal Accessories: Provide components required for complete sheet metal roofing assembly, including trim, fasciae, corner units, clips, flashings, sealants, gaskets, fillers, metal closures, closure strips, and similar items. Match material and finish of sheet metal roofing unless otherwise indicated.
1. Cleats: Intermittent and continuous attachment devices for mechanically seaming into joints and formed from the following materials and thicknesses unless otherwise indicated:
 - a. Copper or Zinc-Tin Alloy-Coated Copper Roofing: 20-oz. copper sheet.
 2. Expansion-Type Cleats: Cleats of a design that allows longitudinal movement of roof panels without stressing panel seams; of same material as other cleats.
 3. Backing Plates: Plates at roofing splices, fabricated from material recommended by SMACNA's "Architectural Sheet Metal Manual."
 4. Closure Strips: Provide closure strips where necessary to ensure weathertight construction.
 5. Flashing and Trim: Formed from same material and with same finish as sheet metal roofing.

2.6 FABRICATION

- A. Custom-Fabricated Sheet Metal Roofing: Comply with details shown and recommendations in

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SMACNA's "Architectural Sheet Metal Manual" that apply to design, dimensions (panel width and seam height), geometry, metal thickness, and other characteristics of installation. Fabricate sheet metal roofing and accessories in shop to greatest extent possible.

- B. Flat-Seam Sheet Metal Roofing: Form flat-seam panels from metal sheets with 3/4-inch notched and folded edges.
- C. Standing-Seam Sheet Metal Roofing: Form standing-seam panels with finished seam height of 1-1/2 inches.
- D. Fabrication Tolerances: Fabricate sheet metal roofing that is capable of installation to a tolerance of 1/4 inch in 20 feet on slope and location lines indicated on Drawings and within 1/8-inch offset of adjoining faces and of alignment of matching profiles.
- E. Form exposed sheet metal work to fit substrates with little oil canning; free of buckling and tool marks; true to line, levels, and slopes; and with exposed edges folded back to form hems.
 - 1. Lay out sheet metal roofing, so transverse seams, if required, are made in direction of flow, with higher panels overlapping lower panels.
 - 2. Offset transverse seams from each other 12 inches minimum.
 - 3. Fold and cleat eaves and transverse seams in shop.
 - 4. Form and fabricate sheets, seams, strips, cleats, valleys, ridges, edge treatments, integral flashings, and other components of metal roofing to profiles, patterns, and drainage arrangements indicated on Drawings and as required for leakproof construction.
- F. Expansion Provisions: Fabricate sheet metal roofing to allow for expansion in running work sufficient to prevent leakage, damage, and deterioration of the Work.
- G. Sealant Joints: Where movable, nonexpansion-type joints are required, form metal to provide for proper installation of elastomeric sealant in accordance with SMACNA's "Architectural Sheet Metal Manual."
- H. Sheet Metal Accessories: Custom fabricate flashings and trim to comply with recommendations in SMACNA's "Architectural Sheet Metal Manual" that apply to design, dimensions, metal, and other characteristics of item required. Obtain field measurements for accurate fit before shop fabrication.
 - 1. Form exposed sheet metal accessories without excessive oil canning, buckling, and tool marks; true to line, levels, and slopes; and with exposed edges folded back to form hems.
 - 2. Seams: Fabricate nonmoving seams with flat-lock seams. Tin edges to be seamed, form seams, and solder. Rivet joints where necessary for strength.
 - 3. Conceal fasteners and expansion provisions where possible. Do not use exposed fasteners on faces of accessories exposed to view.
 - 4. Fabricate cleats and attachment devices of sizes recommended by SMACNA's "Architectural Sheet Metal Manual" for application, but not less than one gauge thicker than metal being secured.
- I. Do not use graphite pencils to mark metal surfaces.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances, substrate, and other conditions affecting performance of the Work.
 - 1. Examine solid roof sheathing to verify that sheathing joints are supported by framing or blocking, that tops of fasteners are flush with surface, and that installation is within flatness tolerances required for finished roofing installation.
 - 2. Verify that substrate is sound, dry, smooth, clean, sloped for drainage, and completely anchored, and that provision has been made for drainage, flashings, and penetrations through sheet metal roofing.
 - 3. Verify that air- or water-resistant barriers have been installed over sheathing or backing substrate to prevent air infiltration or water penetration.
- B. Examine roughing-in for components and systems penetrating sheet metal roofing to verify actual locations of penetrations relative to seam locations of sheet metal roofing before installation.
- C. Prepare written report, endorsed by Installer, listing conditions detrimental to performance of the Work.
- D. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Lay out panel arrangement, before installation of sheet metal roofing.
 - 1. Space fasteners not more than 18 inches o.c.

3.3 INSTALLATION OF UNDERLAYMENT

- A. Felt Underlayment: Install felt underlayment, wrinkle free, using adhesive to minimize use of mechanical fasteners under sheet metal roofing.
 - 1. Install in shingle fashion to shed water, with lapped joints of not less than 4 inches.
 - 2. Apply from eave to ridge.
 - 3. Apply on roof not covered by self-adhering sheet underlayment.
- B. Install slip sheet, wrinkle free, over underlayment before installing sheet metal roofing and related flashing.
 - 1. Install in shingle fashion to shed water, with lapped joints of not less than 4 inches.

3.4 INSTALLATION, GENERAL

- A. Install sheet metal roofing to comply with details shown and recommendations in SMACNA's "Architectural Sheet Metal Manual" that apply to installation characteristics required unless otherwise indicated on Drawings.
1. Install fasteners, solder, protective coatings, separators, sealants, and other miscellaneous items as required for complete roofing system.
 2. Install sheet metal roofing true to line, levels, and slopes. Provide uniform, neat seams with minimum exposure of solder.
 3. Anchor sheet metal roofing and other components of the Work securely in place, with provisions for thermal and structural movement.
 4. Do not field cut sheet metal roofing by torch.
 5. Provide metal closures at peaks, rake edges, eaves and each side of ridge and hip caps.
 6. Flash and seal sheet metal roofing with closure strips at eaves, rakes, and perimeter of all openings. Fasten with self-tapping screws.
 7. Locate and space fastenings in uniform vertical and horizontal alignment. Pre-drill panels for fasteners.
 8. Install ridge and hip caps as sheet metal roofing work proceeds.
 9. Lap metal flashing over sheet metal roofing to direct moisture to run over and off roofing.
 10. Do not use graphite pencils to mark metal surfaces.
- B. Thermal Movement: Rigidly fasten metal roof panels to structure at only one location for each panel.
1. Allow remainder of panel to move freely for thermal expansion and contraction.
 2. Point of Fixity: Fasten each panel along a single common line of fixing located at ridge.
 3. Avoid attaching accessories through roof panels in manner that inhibits thermal movement.
- C. Fasteners: Use fastener sizes that penetrate substrate not less than recommended by fastener manufacturer to achieve maximum pull-out resistance.
- D. Metal Protection: Where dissimilar metals contact each other, or where metal contacts pressure-treated wood or other corrosive substrates, protect against galvanic action or corrosion by painting contact surfaces with bituminous coating, by applying self-adhering sheet underlayment to each contact surface, or by other permanent separation as recommended in SMACNA's "Architectural Sheet Metal Manual."
1. Coat concealed side of sheet metal roofing with bituminous coating where roofing contacts wood, ferrous metal, or cementitious construction.
- E. Conceal fasteners and expansion provisions where possible in exposed work and locate to minimize possibility of leakage. Cover and seal fasteners and anchors as required for a tight installation.
- F. Fasciae:

1. Align bottom of sheet metal roofing and fasten with blind rivets, bolts, or self-tapping screws.
2. Flash and seal sheet metal roofing with closure strips where fasciae meet soffits, along lower panel edges, and at perimeter of all openings.

3.5 INSTALLATION OF CUSTOM-FABRICATED SHEET METAL ROOFING

- A. Install sheet metal roofing system with lines and corners of exposed units true and accurate.
1. Form exposed faces flat and free of buckles, excessive waves, and avoidable tool marks, considering metal temper and reflectivity.
 2. Provide uniform, neat seams with minimum exposure of solder, welds, and sealant.
 3. Fold back sheet metal to form hem on concealed side of exposed edges unless otherwise indicated.
- B. Install cleats to hold sheet metal roofing panels in position.
1. Attach each cleat with at least two fasteners to prevent rotation.
 2. Space cleats not more than 12 inches o.c.
 3. Bend tabs over fastener head.
 4. Provide expansion-type cleats for roof panels that exceed 30 feet in length.
- C. Seal joints as required for watertight construction. For roofing with 3:12 slopes or less, use cleats at transverse seams.
1. Use sealant-filled joints unless otherwise indicated.
 - a. Embed hooked flanges of joint members not less than 1 inch into sealant.
 - b. Form joints to completely conceal sealant.
 - c. When ambient temperature at time of installation is between 40 and 70 deg F, set joint members for 50 percent movement each way.
 - d. Adjust setting proportionately for installation at higher ambient temperatures.
 - e. Do not install sealant-type joints at temperatures below 40 deg F.
 2. Prepare joints and apply sealants to comply with requirements in Section 079200 "Joint Sealants."
- D. Soldered Joints: Clean surfaces to be soldered, removing oils and foreign matter.
1. Pre-tin edges of sheets with solder to a width of 1-1/2 inches; however, reduce pre-tinning where pre-tinned surface would show in completed Work.
 2. Do not pre-tin zinc-tin alloy-coated copper.
 3. Do not use torches for soldering.
 4. Heat surfaces to receive solder, and flow solder into joint.
 - a. Fill joint completely.
 - b. Completely remove flux and spatter from exposed surfaces.

5. Copper Soldering: Tin edges of uncoated sheets, using solder for copper.

E. Flat-Seam Roofing:

1. Attach flat-seam metal panels to substrate with cleats, starting at eave and working upward toward ridge.
2. After panels are in place, mallet seams tight and solder.
3. Attach roofing panels with cleats spaced not more than 24 inches o.c. Lock and solder panels to base flashing.
4. Attach edge flashing to face of roof edge with continuous cleat fastened to roof substrate at 12-inch o.c. spacing. Lock panels to edge flashing and solder.

F. Standing-Seam Roofing:

1. Attach standing-seam metal panels to substrate with double-fastened cleats spaced at 12 inches o.c.
2. Install panels reaching from eave to ridge before moving to adjacent panels.
 - a. Where transverse joints are required, stagger joints in adjacent panels not less than 48 inches.
3. Before panels are interlocked, apply continuous bead of sealant to top of flange of lower panel.
4. Lock standing seams by folding over twice, so cleat and panel edges are completely engaged.
5. Lock each panel to panel below with sealed transverse seam.
6. Loose-lock panels at eave edges to continuous cleats and flanges at roof edge at gutters.
7. Fold over seams after locking at ridges and hips.

3.6 INSTALLATION OF ACCESSORIES

A. Install accessories with positive anchorage to building and weathertight mounting, and provide for thermal expansion.

1. Coordinate installation with flashings and other components.
2. Install components required for complete sheet metal roofing assembly, including trim, seam covers, flashings, sealants, gaskets, fillers, metal closures, closure strips, and similar items.
3. Install accessories integral to sheet metal roofing that are specified in Section 076200 "Sheet Metal Flashing and Trim" to comply with that Section's requirements.

B. Flashing and Trim: Comply with performance requirements and SMACNA's "Architectural Sheet Metal Manual."

1. Provide concealed fasteners where possible, and install units true to line, levels, and slopes.
2. Install work with laps, joints, and seams that are permanently watertight and weather

resistant.

3. Install flashing and trim as required to seal against weather and to provide finished appearance, including, but are not limited to, eaves, rakes, corners, bases, framed openings, ridges, fasciae, and fillers.
 4. Install continuous strip of self-adhering underlayment at edge of continuous flashing overlapping self-adhering underlayment, where "continuous seal strip" is indicated in SMACNA's "Architectural Sheet Metal Manual" and on Drawings.
 5. Install exposed flashing and trim without excessive oil canning, buckling, and tool marks; true to line, levels, and slopes; and with exposed edges folded back to form hems.
 6. Install sheet metal flashing and trim to fit substrates, and to result in waterproof and weather-resistant performance.
 7. Expansion Provisions: Provide for thermal expansion of exposed flashing and trim.
 - a. Space expansion joints at maximum of 10 feet with no joints within 24 inches of corner or intersection.
 - b. Form expansion joints of intermeshing hooked flanges, not less than 1 inch deep, and filled with butyl sealant concealed within joints.
 - c. Use lapped expansion joints only where indicated on Drawings.
- C. Pipe Flashing: Form flashing around pipe penetration and sheet metal roofing. Fasten and seal to sheet metal roofing as recommended in SMACNA's "Architectural Sheet Metal Manual."
- D. Roof Curbs: Install flashing around bases where curbs meet sheet metal roofing.

3.7 INSTALLATION TOLERANCES

- A. Installation Tolerances: Shim and align sheet metal roofing within installed tolerance of 1/4 inch in 20 feet on slope and location lines indicated on Drawings and within 1/8-inch offset of adjoining faces and of alignment of matching profiles.

3.8 CLEANING

- A. Clean exposed metal surfaces of substances that interfere with uniform oxidation and weathering.
- B. On completion of sheet metal roofing installation, clean finished surfaces as recommended by sheet metal roofing manufacturer.
- C. Clean and neutralize flux materials. Clean off excess solder.
- D. Clean off excess sealants.

3.9 PROTECTION

- A. Remove temporary protective coverings and strippable films as sheet metal roofing is installed

unless otherwise indicated in manufacturer's written installation instructions.

- B. Prohibit traffic of any kind on installed sheet metal roofing.
- C. Maintain sheet metal roofing in clean condition during construction.
- D. Replace sheet metal roofing components that have been damaged or have deteriorated beyond successful repair by finish touchup or similar minor repair procedures, as determined by Architect.

3.10 ROOFING INSTALLER'S WARRANTY

- A. WHEREAS <Insert name> of <Insert address>, herein called the "Roofing Installer," has performed roofing and associated work ("work") on the following project:
 - 1. Owner: City of Meriden.
 - 2. Owner's Address: 142 East Main Street, Meriden, CT 06450.
 - 3. Building Name/Type: Meriden Public Schools, Administrative Offices.
 - 4. Building's Address: 22 Liberty Street, Meriden, CT 06450.
 - 5. Area of Work: Where indicated on Drawings.
 - 6. Acceptance Date: <Insert date>.
 - 7. Warranty Period: Twenty (20) years.
 - 8. Expiration Date: <Insert date>.
- B. AND WHEREAS Roofing Installer has contracted (either directly with Owner or indirectly as a subcontractor) to warrant said work against leaks and faulty or defective materials and workmanship for designated Warranty Period,
- C. NOW THEREFORE Roofing Installer hereby warrants, subject to terms and conditions herein set forth, that during Warranty Period Roofing Installer will, at Roofing Installer's own cost and expense, make or cause to be made such repairs to or replacements of said work as are necessary to correct faulty and defective work and as are necessary to maintain said work in a watertight condition.
- D. This Warranty is made subject to the following terms and conditions:
 - 1. Specifically excluded from this Warranty are damages to work and other parts of the building, and to building contents, caused by:
 - a. Lightning;
 - b. Peak gust wind speed exceeding 100 mph;
 - c. Fire;
 - d. Failure of roofing system substrate, including cracking, settlement, excessive deflection, deterioration, and decomposition;
 - e. Faulty construction of parapet walls, chimneys, skylights, vents, equipment supports, and other edge conditions and penetrations of the work;
 - f. Vapor condensation on bottom of roofing; and

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- g. Activity on roofing by others, including construction contractors, maintenance personnel, other persons, and animals, whether authorized or unauthorized by Owner.
2. When work has been damaged by any of foregoing causes, Warranty shall be null and void until such damage has been repaired by Roofing Installer and until cost and expense thereof have been paid by Owner or by another responsible party so designated.
3. Roofing Installer is responsible for damage to work covered by this Warranty but is not liable for consequential damages to building or building contents resulting from leaks or faults or defects of work.
4. During Warranty Period, if Owner allows alteration of work by anyone other than Roofing Installer, including cutting, patching, and maintenance in connection with penetrations, attachment of other work, and positioning of anything on roof, this Warranty shall become null and void on date of said alterations, but only to the extent said alterations affect work covered by this Warranty. If Owner engages Roofing Installer to perform said alterations, Warranty shall not become null and void unless Roofing Installer, before starting said work, shall have notified Owner in writing, showing reasonable cause for claim, that said alterations would likely damage or deteriorate work, thereby reasonably justifying a limitation or termination of this Warranty.
5. During Warranty Period, if original use of roof is changed and it becomes used for, but was not originally specified for, a promenade, work deck, spray-cooled surface, flooded basin, or other use or service more severe than originally specified, this Warranty shall become null and void on date of said change, but only to the extent said change affects work covered by this Warranty.
6. Owner shall promptly notify Roofing Installer of observed, known, or suspected leaks, defects, or deterioration and shall afford reasonable opportunity for Roofing Installer to inspect work and to examine evidence of such leaks, defects, or deterioration.
7. This Warranty is recognized to be the only warranty of Roofing Installer on said work and shall not operate to restrict or cut off Owner from other remedies and resources lawfully available to Owner in cases of roofing failure. Specifically, this Warranty shall not operate to relieve Roofing Installer of responsibility for performance of original work according to requirements of the Contract Documents, regardless of whether Contract was a contract directly with Owner or a subcontract with Owner's General Contractor.

E. IN WITNESS THEREOF, this instrument has been duly executed this **<Insert day>** day of **<Insert month>**, **<Insert year>**.

1. Authorized Signature: **<Insert signature>**.
2. Name: **<Insert name>**.
3. Title: **<Insert title>**.

END OF SECTION 076100

SECTION 076150 - SHEET METAL CLADDING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes the following custom-fabricated sheet metal cladding:
 - 1. Flat-seam sheet metal panel cladding.
- B. Related Sections include the following:
 - 1. Section 076200 "Sheet Metal Flashing and Trim" for copings, flashings and other sheet metal work not part of sheet metal cladding.

1.3 PERFORMANCE REQUIREMENTS

- A. General: Provide complete sheet metal cladding system, including, but not limited to, custom-fabricated flat-seam sheet metal panels, cleats, clips, anchors and fasteners, sheet metal flashing and trim components related to sheet metal cladding, fascia panels, slip sheet, underlayment, and accessories as indicated and as required for a weathertight installation.
- B. Sheet Metal Cladding Standard: Comply with NRCA's "The NRCA Roofing Manual" and SMACNA's "Architectural Sheet Metal Manual" unless more stringent requirements are specified or indicated on Drawings.
- C. Wind Resistance: Provide custom-fabricated sheet metal cladding capable of resisting the following design wind pressure. Provide clips, fasteners, and clip spacings of type indicated and with capability to sustain, without failure, a load equal to 3 times the design wind pressure.
 - 1. Design Negative Pressure: Twenty (20) lbf/sq. ft.
- D. Thermal Movements: Provide sheet metal cladding that allows for thermal movements resulting from the following maximum change (range) in ambient and surface temperatures by preventing buckling, opening of joints, hole elongation, overstressing of components, failure of joint sealants, failure of connections, and other detrimental effects. Provide clips that resist rotation and avoid shear stress as a result of sheet metal roofing thermal movements. Base engineering calculation on surface temperatures of materials due to both solar heat gain and nighttime-sky heat loss.
 - 1. Temperature Change (Range): 120 deg F, ambient; 180 deg F, material surfaces.

- E. Water Infiltration: Provide sheet metal cladding that does not allow water infiltration to building interior, with metal flashing and connections of sheet metal cladding lapped to allow moisture to run over and off the material.

1.4 SUBMITTALS

- A. Product Data: For each product indicated. Include details of construction relative to materials, dimensions of individual components and profiles, and finishes.
- B. Shop Drawings: Show fabrication and installation layouts of sheet metal roofing, including plans, elevations, and keyed references to termination points. Distinguish between shop- and field-assembled work. Include the following:
 - 1. Details for forming sheet metal cladding, including seams and dimensions.
 - 2. Details for joining and securing sheet metal cladding, including layout of fasteners, clips, and other attachments. Include pattern of seams.
 - 3. Details of termination points and assemblies, including fixed points.
 - 4. Details of expansion joints, including showing direction of expansion and contraction.
 - 5. Details of wall penetrations.
 - 6. Details of edge conditions, including soffits, inside corners, outside corners, and counterflashings.
 - 7. Details of special conditions.
 - 8. Details of connections to adjoining work.
- C. Coordination Drawings: Roof plans drawn to scale and coordinating penetrations and roof-mounted items. Show the following:
 - 1. Wall-mounted items including door openings, louver openings, equipment supports and penetrations, lighting fixtures, and other items mounted on cladding.
- D. Samples for Verification: For each type of exposed finish required, prepared on Samples of size indicated below:
 - 1. Sheet Metal Cladding: 12 inches long by actual pan width, including finished seam. Include fasteners, cleats, clips, closures, and other attachments.
 - 2. Trim and Closures: 12 inches long. Include fasteners and other exposed accessories.
- E. Qualification Data: For Installer.

1.5 QUALITY ASSURANCE

- A. Installer Qualifications: Fabricator of sheet metal cladding.
- B. Custom-Fabricated Sheet Metal Cladding Fabricator Qualifications: Shop that employs skilled workers who custom-fabricate sheet metal cladding similar to that required for this Project and whose products have a record of successful in-service performance.

- C. Sheet Metal Cladding Standard: Comply with SMACNA's "Architectural Sheet Metal Manual." Conform to dimensions and profiles shown unless more stringent requirements are indicated.
- D. Mockups: Build mockups to verify selections made under sample submittals and to demonstrate aesthetic effects and qualities of materials and execution.
 - 1. Build mockup of typical flat-seam panel, including fascia, and soffit as shown on Drawings; approximately 48 inches square by full thickness, including attachments, slip sheet and underlayment.
 - 2. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless such deviations are specifically approved by Architect in writing.
 - 3. Approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.
- E. Preinstallation Conference: Conduct conference at Project site. Comply with requirements in Division 1 Section "Project Management and Coordination." Review methods and procedures related to sheet metal cladding including, but not limited to, the following:
 - 1. Meet with Owner, Architect, sheet metal cladding Installer, and installers whose work interfaces with or affects sheet metal cladding including installers of accessories and wall-mounted equipment.
 - 2. Review methods and procedures related to sheet metal cladding installation.
 - 3. Examine sheathing conditions for compliance with requirements, including flatness and attachment to structural members.
 - 4. Review flashings, special cladding details, roof drainage, wall penetrations, and condition of other construction that will affect sheet metal cladding.
 - 5. Review temporary protection requirements for sheet metal cladding during and after installation.
 - 6. Review observation and repair procedures after sheet metal cladding installation.
 - 7. Document proceedings, including corrective measures and actions required, and furnish copy of record to each participant.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Deliver sheet metal cladding panels, components, and other sheet metal cladding materials so as not to be damaged or deformed. Package sheet metal cladding materials for protection during transportation and handling.
- B. Unload, store, and erect sheet metal cladding materials in a manner to prevent bending, warping, twisting, and surface damage.
- C. Stack materials on platforms or pallets, covered with suitable weathertight and ventilated covering. Store sheet metal cladding materials to ensure dryness. Do not store sheet metal cladding materials in contact with other materials that might cause staining, denting, or other surface damage.

1.7 COORDINATION

- A. Coordinate installation of expansion joints, equipment supports, and wall penetrations.
- B. Coordinate sheet metal cladding with rain drainage work, flashing, trim, and construction of sheathing, parapets, and other adjoining work to provide a leakproof, secure, and noncorrosive installation.

1.8 WARRANTY

- A. Special Installer's Warranty: Cladding Installer's warranty, on warranty form at end of this Section, signed by Installer, in which Installer agrees to repair or replace components of custom-fabricated sheet metal cladding that fail in materials or workmanship within specified warranty period.
 - 1. Failures include, but are not limited to, the following:
 - a. Structural failures.
 - b. Loose parts.
 - c. Wrinkling or buckling.
 - d. Failure to remain weathertight, including uncontrolled water leakage.
 - e. Deterioration of metals, metal finishes, and other materials beyond normal weathering, including nonuniformity of color or finish.
 - f. Galvanic action between sheet metal roofing and dissimilar materials.
 - 2. Warranty Period: Two (2) years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 CLADDING SHEET METALS

- A. Zinc-Tin Alloy-Coated (ZTC) Copper Sheet: ASTM B 370, cold-rolled copper sheet, H00 temper, of minimum uncoated weight (thickness) indicated; coated on both sides with zinc-tin alloy (50 percent zinc, 50 percent tin).
 - 1. Products: Subject to compliance with requirements, provide the following:
 - a. Revere Copper Products, Inc.; Freedom Gray.
 - 2. Thickness and Weight: 16-oz./sq. ft. sheet, unless otherwise indicated.
- B. Copper Sheet: ASTM B 370, cold-rolled copper sheet, H00 or H01 temper.
 - 1. Manufacturers: Subject to compliance with requirements,
 - a. Revere Copper Products, Inc.

- C. Stainless-Steel Sheet: ASTM A 666, Type 304, dead soft, fully annealed.
 - 1. Surface: Smooth, flat finish.
 - 2. Finish: 2D (dull, cold rolled)
 - 3. Thickness: 0.018 inch, unless otherwise indicated.

2.2 UNDERLAYMENT MATERIALS

- A. Felt: ASTM D 226/D 226M, Type II (No. 30), asphalt-saturated organic felt; nonperforated.
- B. Slip Sheet: Rosin-sized building paper, 3 lb/100 sq. ft. minimum.

2.3 MISCELLANEOUS MATERIALS

- A. General: Provide materials and types of fasteners, solder, welding rods, protective coatings, separators, sealants, and other miscellaneous items as required for a complete roofing system and as recommended by fabricator for sheet metal cladding.
- B. Fasteners: Wood screws, annular threaded nails, self-tapping screws, self-locking rivets and bolts, and other suitable fasteners designed to withstand design loads.
 - 1. Nails for Copper, Zinc-Tin Alloy-Coated Copper Sheet: Copper, hardware bronze or passivated Series 300 stainless steel, 0.109 inch minimum and not less than 7/8 inch long, barbed with large head.
 - 2. Exposed Fasteners, where indicated: 1-1/2 inch long stainless steel wood screws with neoprene and stainless steel washers.
 - 3. Blind Fasteners: High-strength stainless-steel rivets.
- C. Solder for Zinc-Tin Alloy-Coated Copper: ASTM B 32, 100 percent tin, with maximum lead content of 0.2 percent, as recommended by sheet metal manufacturer.
- D. Solder for Stainless Steel: ASTM B 32, Grade Sn60, with an acid flux of type recommended by stainless-steel sheet manufacturer.
- E. Elastomeric Joint Sealant: ASTM C 920, of base polymer, type, grade, class, and use classifications required to produce joints in sheet metal cladding that will remain weathertight and as recommended by roll-formed sheet metal roofing manufacturer for installation indicated.
- F. Bituminous Coating: Cold-applied asphalt mastic, SSPC-Paint 12, compounded for 15-mil dry film thickness per coat. Provide inert-type noncorrosive compound free of asbestos fibers, sulfur components, and other deleterious impurities.

2.4 ACCESSORIES

- A. Sheet Metal Cladding Accessories: Provide components required for a complete sheet metal cladding assembly including trim, copings, fascia, corner units, clips, flashings, sealants, gaskets,

fillers, closure strips, and similar items. Match material and finish of sheet metal cladding, unless otherwise indicated.

1. Closures: Provide closures at eaves and soffits, fabricated of same metal as sheet metal cladding.
2. Cleats: Mechanically seamed cleats formed from the following material:
 - a. Zinc-Tin Alloy-Coated Copper Cladding: 20-oz./sq. ft. C.R.copper sheet.
3. Backing Plates: Provide metal backing plates at panel end splices, fabricated from material recommended by manufacturer.

2.5 FABRICATION

- A. General: Custom fabricate sheet metal cladding to comply with details shown and recommendations in SMACNA's "Architectural Sheet Metal Manual" that apply to the design, dimensions (pan width and seam height), geometry, metal thickness, and other characteristics of installation indicated. Fabricate sheet metal cladding and accessories at the shop to greatest extent possible.
 1. Flat-Seam Cladding: Form flat-seam pans from metal sheets with 3/4-inch notched and folded edges.
- B. Fabricate sheet metal cladding to allow for expansion in running work sufficient to prevent leakage, damage, and deterioration of the Work. Form exposed sheet metal work to fit substrates without excessive oil canning, buckling, and tool marks, true to line and levels indicated, and with exposed edges folded back to form hems.
 1. Lay out sheet metal cladding seams, as indicated on Drawings. Stagger cross seams.
 2. Fold seams in the shop.
 3. Form and fabricate sheets, seams, strips, cleats, edge treatments, integral flashings, and other components of metal cladding profiles, patterns, and arrangements as shown and as required for leakproof construction.
- C. Expansion Provisions: Where lapped or bayonet-type expansion provisions in the Work cannot be used, form expansion joints of intermeshing hooked flanges, not less than 1 inch deep, filled with sealant (concealed within joints).
- D. Sealant Joints: Where movable, nonexpansion-type joints are indicated or required to produce weathertight seams, form metal to provide for proper installation of elastomeric sealant, in compliance with SMACNA standards.
- E. Metal Protection: Where dissimilar metals will contact each other, protect against galvanic action by painting contact surfaces with bituminous coating, by applying rubberized-asphalt underlayment to each contact surface, or by other permanent separation as recommended by manufacturers of dissimilar metals or by fabricator.

- F. Sheet Metal Accessories: Custom fabricate flashings and trim to comply with recommendations in SMACNA's "Architectural Sheet Metal Manual" that apply to design, dimensions, metal, and other characteristics of item indicated. Obtain field measurements for accurate fit before shop fabrication.
1. Form exposed sheet metal accessories that are without excessive oil canning, buckling, and tool marks and that are true to line and levels indicated, with exposed edges folded back to form hems.
 2. Seams for Aluminum: Fabricate nonmoving seams with flat-lock seams. Form seams and seal with epoxy seam sealer. Rivet joints for additional strength.
 3. Sealed Joints: Form nonexpansion but movable joints in metal to accommodate elastomeric sealant to comply with SMACNA standards.
 4. Conceal fasteners and expansion provisions where possible. Exposed fasteners are not allowed on faces of accessories exposed to view.
 5. Fabricate cleats and attachment devices from one gauge heavier material as accessory being anchored or from compatible, noncorrosive metal.
 - a. Size: As recommended by SMACNA's "Architectural Sheet Metal Manual" for application but not less than thickness of metal being secured.

2.6 FINISHES, GENERAL

- A. Appearance of Finished Work: Variations in appearance of abutting or adjacent pieces are acceptable if they are within one-half of the range of approved Samples. Noticeable variations in the same piece are not acceptable. Variations in appearance of other components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.
- B. Zinc-Tin Alloy-Coated Copper Sheet Finishes: Remove tool and die marks and stretch lines or blend into finish.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances, sheet metal roofing supports, and other conditions affecting performance of work.
1. Examine primary and secondary wall framing to verify that rafters, purlins, angles, channels, and other structural panel support members and anchorages have been installed.
 2. Examine solid wall sheathing to verify that sheathing joints are supported by framing or blocking and that installation is within flatness tolerances.
 3. Verify that substrate is sound, dry, smooth, clean, sloped for drainage, and completely anchored, and that provision has been made for flashings, and penetrations through sheet metal cladding.

4. For the record, prepare written report, endorsed by Installer, listing conditions detrimental to performance of work.

B. Examine roughing-in for components and systems penetrating sheet metal cladding to verify actual locations of penetrations relative to seam locations of sheet metal cladding before sheet metal cladding installation.

C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Install flashings and other sheet metal to comply with requirements specified in Division 7 Section "Sheet Metal Flashing and Trim."

3.3 UNDERLAYMENT INSTALLATION

A. Felt Underlayment: Install felt underlayment and building-paper slip sheet on roof sheathing under sheet metal cladding. Use adhesive for temporary anchorage, where possible, to minimize use of mechanical fasteners under sheet metal cladding. Apply at locations indicated below, in shingle fashion to shed water, with lapped joints of not less than 2 inches.

1. Apply over entire substrate to receive cladding.

B. Install flashings to cover underlayment to comply with requirements specified in Section 076200 "Sheet Metal Flashing and Trim."

C. Apply slip sheet over underlayment before installing sheet metal cladding.

3.4 INSTALLATION, GENERAL

A. General: Install sheet metal cladding as indicated on Drawings. Anchor sheet metal cladding and other components of the Work securely in place, with provisions for thermal and structural movement. Install fasteners, protective coatings, separators, sealants, and other miscellaneous items as required for a complete cladding system.

1. Locate and space fastenings in uniform vertical and horizontal alignment.

2. Lap metal flashing over sheet metal cladding to allow moisture to run over and off the material.

B. Fasteners: Use fasteners of sizes that will penetrate completely through substrate.

C. Metal Protection: Where dissimilar metals will contact each other or corrosive substrates, protect against galvanic action by painting contact surfaces with bituminous coating, by applying rubberized-asphalt underlayment to each contact surface, or by other permanent separation as recommended by fabricator of sheet metal roofing or manufacturers of dissimilar metals.

1. Coat back side of stainless-steel sheet metal cladding with bituminous coating where cladding will contact wood, ferrous metal, or cementitious construction.
- D. Conceal fasteners and expansion provisions where possible in exposed work and locate to minimize possibility of leakage. Cover and seal fasteners and anchors as required for a watertight installation.

3.5 CUSTOM-FABRICATED SHEET METAL CLADDING INSTALLATION

- A. Fabricate and install work with lines and corners of exposed units true and accurate. Form exposed faces flat and free of buckles, excessive waves, and avoidable tool marks, considering temper and reflectivity of metal. Provide uniform, neat seams with minimum exposure of solder, welds, and sealant. Fold back sheet metal to form a hem on concealed side of exposed edges, unless otherwise indicated.
- B. Provide sealed joints where indicated and as required for leakproof construction.
 1. Where sealant-filled joints are used, embed hooked flanges of joint members not less than **1 inch** into sealant. Form joints to completely conceal sealant. When ambient temperature at time of installation is moderate, between 40 and 70 deg F, set joint members for 50 percent movement either way. Adjust setting proportionately for installation at higher ambient temperatures. Do not install sealant-type joints at temperatures below 40 deg F.
 2. Prepare joints and apply sealants to comply with requirements in Division 7 Section "Joint Sealants."
- C. Soldered Joints: Clean surfaces to be soldered, removing oils and foreign matter. Prein edges of sheets to be soldered to a width of 1-1/2 inches, except where pretinned surface would show in finished Work.
 1. Pretinning is not required for zinc-tin alloy-coated copper.
 2. Do not use torches for soldering. Heat surfaces to receive solder and flow solder into joint. Fill joint completely. Completely remove flux and spatter from exposed surfaces.
- D. Flat-Seam Loose-Locked Zinc-Tin Alloy-Coated Copper Panel Cladding: Shop fabricated sheets in size and pattern as shown on drawings, with loose-lock unsealed joints at sheet edges in lieu of soldered or sealed joints: Attach flat-seam metal panels to substrate with cleats, starting at base and working upward toward top.
 1. Clip corners of roofing sheets to make reverse bends for a 3/4-inch loose-lock hem. The edges of two adjacent sides are folded over 3/4 inch; the edges of the other two adjacent sides are folded under 3/4 inch.
 2. Install sheets, laid in rows, parallel with long dimension, staggering joints in the short dimension.
 3. Fasten each sheet to substrate with at least five copper cleats engaged in the two adjacent "over" folds. Fasten each cleat to the substrate with two stainless steel nails and bend back of cleat over nail heads. Lock the next sheet in place by engaging one of its "under" folds

with an "over" fold of the preceding sheet. Repeat for each sheet horizontally and vertically, staggering the vertical seams.

4. After the seams are engaged, seams shall be uniformly dressed down with wood block and mallet to provide a uniformly tight wind-resistant attachment. Do not dent or mar sheets.
5. Provide continuous starter cleat and perimeter flashings as detailed on drawings.

3.6 ACCESSORY INSTALLATION

- A. General: Install accessories with positive anchorage to building and weathertight mounting and provide for thermal expansion. Coordinate installation with flashings and other components.
 1. Install components required for a complete sheet metal cladding assembly including trim, copings, flashings, sealants, and similar items.
- B. Flashing and Trim: Comply with performance requirements, manufacturer's written installation instructions, and SMACNA's "Architectural Sheet Metal Manual." Provide concealed fasteners where possible, and set units true to line and level as indicated. Install work with laps, joints, and seams that will be permanently watertight and weather resistant.
 1. Install exposed flashing and trim that is without excessive oil canning, buckling, and tool marks and that is true to line and levels indicated, with exposed edges folded back to form hems. Install sheet metal flashing and trim to fit substrates and to result in waterproof and weather-resistant performance.
 2. Expansion Provisions: Provide for thermal expansion of exposed flashing and trim. Space movement joints at a maximum of 10 feet with no joints allowed within 24 inches of corner or intersection. Where lapped or bayonet-type expansion provisions cannot be used or would not be sufficiently weather resistant and waterproof, form expansion joints of intermeshing hooked flanges, not less than 1 inch deep, filled with mastic sealant (concealed within joints).

3.7 ERECTION TOLERANCES

- A. Installation Tolerances: Shim and align sheet metal cladding within installed tolerance of 1/4 inch in 20 feet on location lines as indicated and within 1/8-inch offset of adjoining faces and of alignment of matching profiles.

3.8 CLEANING AND PROTECTION

- A. Clean exposed metal surfaces of substances that interfere with uniform oxidation and weathering.
- B. Clean and neutralize flux materials. Clean off excess solder and sealants.
- C. Remove temporary protective coverings and strippable films, if any, as sheet metal cladding is installed. On completion of sheet metal cladding installation, clean finished surfaces, including removing unused fasteners, metal filings, pop rivet stems, and pieces of flashing. Maintain in a clean condition during construction.

- D. Replace panels that have been damaged or have deteriorated beyond successful repair by finish touchup or similar minor repair procedures.

3.9 CLADDING INSTALLER'S WARRANTY

- A. WHEREAS <Insert name> of <Insert address>, herein called the "Cladding Installer," has performed cladding and associated work ("work") on the following project:

1. Owner: City of Meriden
2. Address: 142 East Main Street, Meriden, CT 06450
3. Building Name/Type: Meriden Public Schools, Administrative Offices.
4. Address: 22 Liberty Street, Meriden, CT 06450.
5. Area of Work: Where indicated on Drawings
6. Acceptance Date: <Insert date.>
7. Warranty Period: Two (2) years.
8. Expiration Date: <Insert date.>

- B. AND WHEREAS Cladding Installer has contracted (either directly with Owner or indirectly as a subcontractor) to warrant said work against leaks and faulty or defective materials and workmanship for designated Warranty Period,

- C. NOW THEREFORE Cladding Installer hereby warrants, subject to terms and conditions herein set forth, that during Warranty Period he will, at his own cost and expense, make or cause to be made such repairs to or replacements of said work as are necessary to correct faulty and defective work and as are necessary to maintain said work in a watertight condition.

- D. This Warranty is made subject to the following terms and conditions:

1. Specifically excluded from this Warranty are damages to work and other parts of the building, and to building contents, caused by:
 - a. lightning;
 - b. peak gust wind speed exceeding 100 mph;
 - c. fire;
 - d. failure of cladding system substrate, including cracking, settlement, excessive deflection, deterioration, and decomposition;
 - e. faulty construction of parapet walls, copings, vents, and other edge conditions and penetrations of the work;
 - f. vapor condensation on back of cladding; and
 - g. activity by others, including construction contractors, maintenance personnel, other persons, and animals, whether authorized or unauthorized by Owner.
2. When work has been damaged by any of foregoing causes, Warranty shall be null and void until such damage has been repaired by Cladding Installer and until cost and expense thereof have been paid by Owner or by another responsible party so designated.
3. Cladding Installer is responsible for damage to work covered by this Warranty but is not liable for consequential damages to building or building contents resulting from leaks or faults or defects of work.

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4. During Warranty Period, if Owner allows alteration of work by anyone other than Cladding Installer, including cutting, patching, and maintenance in connection with penetrations, attachment of other work, and positioning of anything on roof, this Warranty shall become null and void on date of said alterations, but only to the extent said alterations affect work covered by this Warranty. If Owner engages Cladding Installer to perform said alterations, Warranty shall not become null and void unless Cladding Installer, before starting said work, shall have notified Owner in writing, showing reasonable cause for claim, that said alterations would likely damage or deteriorate work, thereby reasonably justifying a limitation or termination of this Warranty.
5. Owner shall promptly notify Cladding Installer of observed, known, or suspected leaks, defects, or deterioration and shall afford reasonable opportunity for Cladding Installer to inspect work and to examine evidence of such leaks, defects, or deterioration.
6. This Warranty is recognized to be the only warranty of Cladding Installer on said work and shall not operate to restrict or cut off Owner from other remedies and resources lawfully available to Owner in cases of roofing failure. Specifically, this Warranty shall not operate to relieve Cladding Installer of responsibility for performance of original work according to requirements of the Contract Documents, regardless of whether Contract was a contract directly with Owner or a subcontract with Owner's General Contractor.

E. IN WITNESS THEREOF, this instrument has been duly executed this **<Insert day>** day of **<Insert month>**, **<Insert year>**.

1. Authorized Signature: **<Insert signature.>**
2. Name: **<Insert name.>**
3. Title: **<Insert title.>**

END OF SECTION 076150

SECTION 076200 - SHEET METAL FLASHING AND TRIM

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Formed roof-drainage sheet metal fabrications.
2. Formed low-slope roof sheet metal fabrications.
3. Formed steep-slope roof sheet metal fabrications.
4. Formed wall sheet metal fabrications.

B. Related Requirements:

1. Section 061053 "Miscellaneous Rough Carpentry" for wood nailers, curbs, and blocking.
2. Section 073126 "Slate Shingles" and Section 075323 "EPDM Roofing" for installation of sheet metal flashing and trim integral with roofing.
3. Section 076100 "Sheet Metal Roofing" for installation of sheet metal flashing and trim integral with sheet metal roofing.

1.3 COORDINATION

- A. Coordinate sheet metal flashing and trim layout and seams with sizes and locations of penetrations to be flashed, and joints and seams in adjacent materials.
- B. Coordinate sheet metal flashing and trim installation with adjoining roofing and wall materials, joints, and seams to provide leakproof, secure, and noncorrosive installation.

1.4 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project Site.

1. Review construction schedule. Verify availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.
2. Review special roof details, roof drainage, roof-penetration flashing, equipment curbs, and condition of other construction that affect sheet metal flashing and trim.
3. Review sheet metal flashing observation and repair procedures after flashing installation.

1.5 ACTION SUBMITTALS

A. Product Data: For each type of product.

1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for each manufactured product and accessory.

B. Shop Drawings: For sheet metal flashing and trim.

1. Include plans, elevations, sections, and attachment details.
2. Detail fabrication and installation layouts, expansion-joint locations, and keyed details. Distinguish between shop- and field-assembled work.
3. Include identification of material, thickness, weight, and finish for each item and location in Project.
4. Include details for forming, including profiles, shapes, seams, and dimensions.
5. Include details for joining, supporting, and securing, including layout and spacing of fasteners, cleats, clips, and other attachments. Include pattern of seams.
6. Include details of termination points and assemblies.
7. Include details of expansion joints and expansion-joint covers, including showing direction of expansion and contraction from fixed points.
8. Include details of roof-penetration flashing.
9. Include details of edge conditions, including eaves, ridges, valleys, rakes, crickets, and counterflashings as applicable.
10. Include details of special conditions.
11. Include details of connections to adjoining work.
12. Detail formed flashing and trim at scale of not less than 3 inches per 12 inches.

C. Samples for Verification: For each type of exposed finish.

1. Sheet Metal Flashing: 12 inches long by actual width of unit, including finished seam and in required profile. Include fasteners, cleats, clips, closures, and other attachments.
2. Trim, Metal Closures, Expansion Joints, Joint Intersections, and Miscellaneous Fabrications: 12 inches long and in required profile. Include fasteners and other exposed accessories.
3. Unit-Type Accessories and Miscellaneous Materials: Full-size Sample.

1.6 INFORMATIONAL SUBMITTALS

A. Qualification Data: For fabricator.

B. Sample Warranty: For special warranty.

1.7 CLOSEOUT SUBMITTALS

A. Maintenance Data: For sheet metal flashing and trim, and its accessories, to include in maintenance manuals.

- B. Special warranty.

1.8 QUALITY ASSURANCE

- A. Fabricator Qualifications: Employs skilled workers who custom fabricate sheet metal flashing and trim similar to that required for this Project and whose products have a record of successful in-service performance.
- B. Mockups: Build mockups to verify selections made under Sample submittals, to demonstrate aesthetic effects, and to set quality standards for fabrication and installation.
 - 1. Build mockup of typical roof eaves, including drip edge, apron, hung gutter, fascia, fascia cladding, and soffit cladding; approximately 10 feet long, including supporting construction cleats, seams, attachments, underlayment, and accessories.
 - 2. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.
 - 3. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

1.9 DELIVERY, STORAGE, AND HANDLING

- A. Do not store sheet metal flashing and trim materials in contact with other materials that might cause staining, denting, or other surface damage. Store sheet metal flashing and trim materials away from uncured concrete and masonry. Protect stored sheet metal flashing and trim from contact with water.
- B. Protect strippable protective covering on sheet metal flashing and trim from exposure to sunlight and high humidity, except to extent necessary for period of sheet metal flashing and trim installation.

1.10 WARRANTY

- A. Special Installer's Warranty: Installer's warranty, on warranty form at end of this Section, signed by Installer, in which Installer agrees to repair or replace components of custom-fabricated sheet metal flashing and trim that fail in materials or workmanship within specified warranty period.
 - 1. Failures include, but are not limited to, the following:
 - a. Structural failures.
 - b. Loose parts.
 - c. Wrinkling or buckling.
 - d. Failure to remain weathertight, including uncontrolled water leakage.
 - e. Deterioration of metals, metal finishes, and other materials beyond normal weathering, including nonuniformity of color or finish.
 - f. Galvanic action between sheet metal roofing and dissimilar materials.

2. Warranty Period: Two (2) years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. General: Sheet metal flashing and trim assemblies shall withstand wind loads, structural movement, thermally induced movement, and exposure to weather without failure due to defective manufacture, fabrication, installation, or other defects in construction. Completed sheet metal flashing and trim shall not rattle, leak, or loosen, and shall remain watertight.
- B. Sheet Metal Standard for Flashing and Trim: Comply with NRCA's "The NRCA Roofing Manual" and SMACNA's "Architectural Sheet Metal Manual" requirements for dimensions and profiles shown unless more stringent requirements are indicated.
- C. Sheet Metal Standard for Copper: Comply with CDA's "Copper in Architecture Handbook."
- D. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes to prevent buckling, opening of joints, overstressing of components, failure of joint sealants, failure of connections, and other detrimental effects. Base calculations on surface temperatures of materials due to both solar heat gain and nighttime-sky heat loss.
 1. Temperature Change: 120 deg F, ambient; 180 deg F, material surfaces.

2.2 SHEET METALS

- A. General: Protect mechanical and other finishes on exposed surfaces from damage by applying strippable, temporary protective film before shipping.
- B. Copper Sheet: ASTM B 370, cold-rolled copper sheet, H00 or H01 temper.
 1. Manufacturers: Subject to compliance with requirements,
 - a. Hussey Copper Ltd.
 - b. Revere Copper Products, Inc.
 2. Nonpatinated Exposed Finish: Mill.
- C. Stainless-Steel Sheet: ASTM A 240/A 240M, Type 304, dead soft, fully annealed; with smooth, flat surface.
 1. Finish: 2D dull, cold rolled.
- D. Zinc-Tin Alloy-Coated (ZTC) Copper Sheet: ASTM B 370, cold-rolled copper sheet, H00 temper, of minimum uncoated weight (thickness) indicated; coated on both sides with zinc-tin alloy (50 percent zinc, 50 percent tin).

1. Products: Subject to compliance with requirements, provide the following:

a. Revere Copper Products, Inc.; Freedom Gray.

2.3 UNDERLAYMENT MATERIALS

A. Felt: ASTM D 226/D 226M, Type II (No. 30), asphalt-saturated organic felt; nonperforated.

B. Slip Sheet: Rosin-sized building paper, 3 lb/100 sq. ft. minimum.

2.4 MISCELLANEOUS MATERIALS

A. General: Provide materials and types of fasteners, solder, protective coatings, sealants, and other miscellaneous items as required for complete sheet metal flashing and trim installation and as recommended by manufacturer of primary sheet metal or manufactured item unless otherwise indicated.

B. Fasteners: Wood screws, annular threaded nails, self-tapping screws, self-locking rivets and bolts, and other suitable fasteners designed to withstand design loads and recommended by manufacturer of primary sheet metal.

1. General: Blind fasteners or self-drilling screws, gasketed, with hex-washer head.

a. Exposed Fasteners: Heads matching color of sheet metal using plastic caps or factory-applied coating. Provide metal-backed EPDM or PVC sealing washers under heads of exposed fasteners bearing on weather side of metal.

b. Blind Fasteners: High-strength aluminum or stainless-steel rivets suitable for metal being fastened.

c. Spikes and Ferrules: Same material as gutter; with spike with ferrule matching internal gutter width.

2. Fasteners for Copper, Zinc-Tin Alloy-Coated Copper Sheet: Copper, hardware bronze or passivated Series 300 stainless steel.

3. Fasteners for Stainless-Steel Sheet: Series 300 stainless steel.

C. Solder:

1. For Copper: ASTM B 32, Grade Sn50, 50 percent tin and 50 percent lead.

2. For Stainless Steel: ASTM B 32, Grade Sn60, with acid flux of type recommended by stainless-steel sheet manufacturer.

3. For Zinc-Tin Alloy-Coated Copper: ASTM B 32, 100 percent tin, with maximum lead content of 0.2 percent, as recommended by sheet metal manufacturer.

D. Elastomeric Sealant: ASTM C 920, elastomeric polyurethane polymer sealant; of type, grade, class, and use classifications required to seal joints in sheet metal flashing and trim and remain watertight.

- E. Bituminous Coating: Cold-applied asphalt emulsion according to ASTM D 1187.

2.5 FABRICATION, GENERAL

- A. General: Custom fabricate sheet metal flashing and trim to comply with details shown and recommendations in cited sheet metal standard that apply to design, dimensions, geometry, metal thickness, and other characteristics of item required. Fabricate sheet metal flashing and trim in shop to greatest extent possible.
 - 1. Fabricate sheet metal flashing and trim in thickness or weight needed to comply with performance requirements, but not less than that specified for each application and metal.
 - 2. Obtain field measurements for accurate fit before shop fabrication.
 - 3. Form sheet metal flashing and trim to fit substrates without excessive oil canning, buckling, and tool marks; true to line, levels, and slopes; and with exposed edges folded back to form hems.
 - 4. Conceal fasteners and expansion provisions where possible. Do not use exposed fasteners on faces exposed to view.
- B. Fabrication Tolerances: Fabricate sheet metal flashing and trim that is capable of installation to a tolerance of 1/4 inch in 20 feet on slope and location lines indicated on Drawings and within 1/8-inch offset of adjoining faces and of alignment of matching profiles.
- C. Expansion Provisions: Form metal for thermal expansion of exposed flashing and trim.
 - 1. Form expansion joints of intermeshing hooked flanges, not less than 1 inch deep, filled with butyl sealant concealed within joints.
 - 2. Use lapped expansion joints only where indicated on Drawings.
- D. Sealant Joints: Where movable, nonexpansion-type joints are required, form metal to provide for proper installation of elastomeric sealant according to cited sheet metal standard.
- E. Fabricate cleats and attachment devices of sizes as recommended by cited sheet metal standard for application, but not less than one gauge thicker than metal being secured.
- F. Seams: Fabricate nonmoving seams with flat-lock seams. Tin edges to be seamed, form seams, and solder.
- G. Do not use graphite pencils to mark metal surfaces.

2.6 ROOF-DRAINAGE SHEET METAL FABRICATIONS

- A. Hanging Gutters: Fabricate to cross section required, complete with end pieces, outlet tubes, and other accessories as required. Fabricate in minimum 96-inch-long sections. Furnish flat-stock gutter brackets and flat-stock twisted gutter spacers and gutter bead reinforcing bars fabricated from Type 304 stainless-steel, with thickness not less than dimension indicated on Drawings. Fabricate expansion joints, expansion-joint covers and gutter accessories from same metal as gutters. Shop fabricate interior and exterior corners.

1. Gutter Profile: See Drawings.
 2. Expansion Joints: Butt type with cover plate (per SMACNA Manual, 5th Ed., Figure 1.7).
 3. Accessories: Wire-ball downspout strainer, stainless-steel.
 4. Gutters: Fabricate from the following materials:
 - a. Zinc-Tin Alloy-Coated Copper Sheet: 16 oz./sq. ft..
- B. Downspouts: Fabricate round downspouts to dimensions indicated on drawings, complete with mitered elbows. Furnish with metal hangers from Type 304 stainless-steel flat-stock.
1. Hanger Style: See Drawings.
 2. Fabricate from the following materials:
 - a. Zinc-Tin Alloy-Coated Copper Sheet: 16 oz./sq. ft..

2.7 LOW-SLOPE ROOF SHEET METAL FABRICATIONS

- A. Counterflashing: Shop fabricate interior and exterior corners. Fabricate from the following materials:
1. Zinc-Tin Alloy-Coated Copper: 16 oz./sq. ft..
- B. Flashing Receivers: Fabricate from the following materials:
1. Zinc-Tin Alloy-Coated Copper: 20 oz./sq. ft..
- C. Roof Edge Flashing (Gravel Stop) and Fascia: Fabricate from the following materials:
1. Zinc-Tin Alloy-Coated Copper: 16 oz./sq. ft..
- D. Scuppers: Fabricate scuppers to dimensions required, with closure flange trim to exterior, 4-inch-wide wall flanges to interior, and base extending 4 inches beyond cant or tapered strip into field of roof. Fabricate from the following materials:
1. Zinc-Tin Alloy-Coated Copper: 16 oz./sq. ft..

2.8 STEEP-SLOPE ROOF SHEET METAL FABRICATIONS

- A. Apron, Step, Cricket, and Backer Flashing: Fabricate from the following materials, unless otherwise noted on drawings:
1. Zinc-Tin Alloy-Coated Copper: 16 oz./sq. ft..
- B. Valley Flashing: Fabricate from the following materials:
1. Zinc-Tin Alloy-Coated Copper: 16 oz./sq. ft..

- C. Drip Edges: Fabricate from the following materials:
 - 1. Zinc-Tin Alloy-Coated Copper: 16 oz./sq. ft..
- D. Eave, Rake and Ridge Flashing: Fabricate from the following materials:
 - 1. Zinc-Tin Alloy-Coated Copper: 16 oz./sq. ft..
- E. Counterflashing: Shop fabricate interior and exterior corners. Fabricate from the following materials, unless otherwise noted on drawings:
 - 1. Zinc-Tin Alloy-Coated Copper: 16 oz./sq. ft..
- F. Flashing Receivers: Fabricate from the following materials, unless otherwise noted on drawings:
 - 1. Zinc-Tin Alloy-Coated Copper: 20 oz./sq. ft..
- G. Roof-Penetration Flashing: Fabricate from the following materials:
 - 1. Zinc-Tin Alloy-Coated Copper: 16 oz./sq. ft.

2.9 MISCELLANEOUS SHEET METAL FABRICATIONS

- A. Equipment Support Flashing: Fabricate from the following materials:
 - 1. Zinc-Tin Alloy-Coated Copper: 16 oz./sq. ft.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances, substrate, and other conditions affecting performance of the Work.
 - 1. Verify compliance with requirements for installation tolerances of substrates.
 - 2. Verify that substrate is sound, dry, smooth, clean, sloped for drainage, and securely anchored.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 UNDERLAYMENT INSTALLATION

- A. Felt Underlayment: Install felt underlayment, wrinkle free, using adhesive to minimize use of mechanical fasteners under sheet metal flashing and trim. Apply in shingle fashion to shed water, with lapped joints of not less than 2 inches.

- B. Apply slip sheet, wrinkle free, over underlayment before installing sheet metal flashing and trim.
 - 1. Install in shingle fashion to shed water.
 - 2. Lap joints not less than 2 inches.

3.3 INSTALLATION, GENERAL

- A. Install sheet metal flashing and trim to comply with details indicated and recommendations of cited sheet metal standard that apply to installation characteristics required unless otherwise indicated on Drawings.
 - 1. Install sheet metal flashing and trim true to line, levels, and slopes. Provide uniform, neat seams with minimum exposure of solder, welds, and sealant.
 - 2. Install sheet metal flashing and trim to fit substrates and to result in watertight performance. Verify shapes and dimensions of surfaces to be covered before fabricating sheet metal.
 - 3. Space cleats not more than 12 inches apart. Attach each cleat with at least two fasteners. Bend tabs over fasteners.
 - 4. Install exposed sheet metal flashing and trim with limited oil canning, and free of buckling and tool marks.
 - 5. Torch cutting of sheet metal flashing and trim is not permitted.
 - 6. Do not use graphite pencils to mark metal surfaces.
- B. Metal Protection: Where dissimilar metals contact each other, or where metal contacts pressure-treated wood or other corrosive substrates, protect against galvanic action or corrosion by painting contact surfaces with bituminous coating or by other permanent separation as recommended by sheet metal manufacturer or cited sheet metal standard.
 - 1. Coat concealed side of stainless-steel sheet metal flashing and trim with bituminous coating where flashing and trim contact wood, ferrous metal, or cementitious construction.
 - 2. Underlayment: Where installing sheet metal flashing and trim directly on cementitious or wood substrates, install underlayment and cover with slip sheet.
- C. Expansion Provisions: Provide for thermal expansion of exposed flashing and trim. Space movement joints at maximum of 10 feet with no joints within 24 inches of corner or intersection.
 - 1. Form expansion joints of intermeshing hooked flanges, not less than 1 inch deep, filled with sealant concealed within joints.
 - 2. Use lapped expansion joints only where indicated on Drawings.
- D. Fasteners: Use fastener sizes that penetrate wood blocking or sheathing not less than 1-1/4 inches for nails and not less than 3/4 inch for wood screws.
- E. Conceal fasteners and expansion provisions where possible in exposed work and locate to minimize possibility of leakage. Cover and seal fasteners and anchors as required for a tight installation.
- F. Seal joints as required for watertight construction.

1. Use sealant-filled joints unless otherwise indicated. Embed hooked flanges of joint members not less than 1 inch into sealant. Form joints to completely conceal sealant. When ambient temperature at time of installation is between 40 and 70 deg F, set joint members for 50 percent movement each way. Adjust setting proportionately for installation at higher ambient temperatures. Do not install sealant-type joints at temperatures below 40 deg F.
 2. Prepare joints and apply sealants to comply with requirements in Section 079200 "Joint Sealants."
- G. Soldered Joints: Clean surfaces to be soldered, removing oils and foreign matter. Pre-tin edges of sheets with solder to width of 1-1/2 inches; however, reduce pre-tinning where pre-tinned surface would show in completed Work.
1. Pretin edges of sheets with solder to width of 1-1/2 inches; however, reduce pretinning where pretinned surface would show in completed Work.
 2. Do not pre-tin zinc-tin alloy-coated copper
 3. Do not use torches for soldering.
 4. Heat surfaces to receive solder, and flow solder into joint. Fill joint completely. Completely remove flux and spatter from exposed surfaces.
 5. Stainless-Steel Soldering: Tin edges of uncoated sheets, using solder for stainless steel and acid flux. Promptly remove acid flux residue from metal after tinning and soldering. Comply with solder manufacturer's recommended methods for cleaning and neutralization.
 6. Copper Soldering: Tin edges of uncoated sheets, using solder for copper.

3.4 ROOF-DRAINAGE SYSTEM INSTALLATION

- A. General: Install sheet metal roof-drainage items to produce complete roof-drainage system according to cited sheet metal standard unless otherwise indicated. Coordinate installation of roof perimeter flashing with installation of roof-drainage system.
- B. Hanging Gutters: Join sections with riveted and soldered joints. Provide for thermal expansion. Attach gutters at eave or fascia to firmly anchor them in position. Provide end closures and seal watertight with sealant. Slope to downspouts.
1. Fasten gutter spacers to front and back of gutter.
 2. Hook and loosely lock back edge of gutter to continuous apron flashing.
 3. Support gutter with gutter brackets spaced not more than 24 inches apart fastened to fascia blocking.
 4. Install gutter with expansion joints at locations indicated. Install expansion-joint caps.
- C. Scuppers: Continuously support scupper, set to correct elevation, and seal flanges to interior wall face, over cants or tapered edge strips, and under roofing membrane.
- D. Downspouts: Join sections with 1-1/2-inch telescoping joints.
1. Provide hangers with fasteners designed to hold downspouts securely to walls as shown on Drawings. Locate hangers at top and bottom and at approximately 60 inches o.c.
 2. Connect downspouts to underground drainage system leaders where existing.

3. Provide elbows at base of downspout to direct water away from building where underground drainage system is not existing.

E. Splash Pans: Install where downspouts discharge on low-slope roofs or on grade. Set in cement or sealant compatible with the substrate.

3.5 ROOF FLASHING INSTALLATION

A. General: Install sheet metal flashing and trim to comply with performance requirements and cited sheet metal standard. Provide concealed fasteners where possible, and set units true to line, levels, and slopes. Install work with laps, joints, and seams that are permanently watertight and weather resistant.

B. Roof Edge Flashing: Anchor to resist uplift and outward forces according to recommendations in cited sheet metal standard unless otherwise indicated. Interlock bottom edge of roof edge flashing with continuous cleat anchored to substrate at staggered 3-inch centers.

C. Counterflashing: Coordinate installation of counterflashing with installation of base flashing. Insert counterflashing in reglets or receivers and fit tightly to base flashing. Extend counterflashing 4 inches over base flashing. Lap counterflashing joints minimum of 4 inches. Secure in waterproof manner by means of interlocking folded seam and sealant unless otherwise indicated.

D. Roof-Penetration Flashing: Coordinate installation of roof-penetration flashing with installation of roofing and other items penetrating roof. Seal with elastomeric sealant and clamp flashing to pipes that penetrate roof.

3.6 WALL FLASHING INSTALLATION

A. General: Install sheet metal wall flashing to intercept and exclude penetrating moisture according to cited sheet metal standard unless otherwise indicated. Coordinate installation of wall flashing with installation of wall-opening components such as windows, doors, and louvers.

3.7 MISCELLANEOUS FLASHING INSTALLATION

A. Equipment Support Flashing: Coordinate installation of equipment support flashing with installation of roofing and equipment. Weld or seal flashing with elastomeric sealant to equipment support member.

3.8 ERECTION TOLERANCES

A. Installation Tolerances: Shim and align sheet metal flashing and trim within installed tolerance of 1/4 inch in 20 feet on slope and location lines indicated on Drawings and within 1/8-inch offset of adjoining faces and of alignment of matching profiles.

3.9 CLEANING AND PROTECTION

- A. Clean exposed metal surfaces of substances that interfere with uniform oxidation and weathering.
- B. Clean and neutralize flux materials. Clean off excess solder.
- C. Clean off excess sealants.
- D. Remove temporary protective coverings and strippable films as sheet metal flashing and trim are installed unless otherwise indicated in manufacturer's written installation instructions. On completion of sheet metal flashing and trim installation, remove unused materials and clean finished surfaces as recommended by sheet metal flashing and trim manufacturer. Maintain sheet metal flashing and trim in clean condition during construction.
- E. Replace sheet metal flashing and trim that have been damaged or that have deteriorated beyond successful repair by finish touchup or similar minor repair procedures.

3.10 SHEET METAL FLASHING AND TRIM INSTALLER'S WARRANTY

- A. WHEREAS **<Insert name>** of **<Insert address>**, herein called the "Flashing and Trim Installer," has performed sheet metal flashing and trim and associated work ("work") on the following project:
 - 1. Owner: City of Meriden
 - 2. Address: 142 East Main Street, Meriden, CT 06450
 - 3. Building Name/Type: Meriden Public Schools, Administrative Offices.
 - 4. Address: 22 Liberty Street, Meriden, CT 06450.
 - 5. Area of Work: Where indicated on Drawings
 - 6. Acceptance Date: **<Insert date.>**
 - 7. Warranty Period: Two (2) years.
 - 8. Expiration Date: **<Insert date.>**
- B. AND WHEREAS Flashing and Trim Installer has contracted (either directly with Owner or indirectly as a subcontractor) to warrant said work against leaks and faulty or defective materials and workmanship for designated Warranty Period,
- C. NOW THEREFORE Flashing and Trim Installer hereby warrants, subject to terms and conditions herein set forth, that during Warranty Period he will, at his own cost and expense, make or cause to be made such repairs to or replacements of said work as are necessary to correct faulty and defective work and as are necessary to maintain said work in a watertight condition.
- D. This Warranty is made subject to the following terms and conditions:
 - 1. Specifically excluded from this Warranty are damages to work and other parts of the building, and to building contents, caused by:
 - a. lightning;
 - b. peak gust wind speed exceeding 100 mph;

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ROOFING REPLACEMENT
Meriden, Connecticut

- c. fire;
 - d. failure of flashing and trim system substrate, including cracking, settlement, excessive deflection, deterioration, and decomposition;
 - e. faulty construction of parapet walls, copings, vents, and other edge conditions and penetrations of the work;
 - f. vapor condensation on back of flashing and trim; and
 - g. activity by others, including construction contractors, maintenance personnel, other persons, and animals, whether authorized or unauthorized by Owner.
2. When work has been damaged by any of foregoing causes, Warranty shall be null and void until such damage has been repaired by Flashing and Trim Installer and until cost and expense thereof have been paid by Owner or by another responsible party so designated.
 3. Flashing and Trim Installer is responsible for damage to work covered by this Warranty but is not liable for consequential damages to building or building contents resulting from leaks or faults or defects of work.
 4. During Warranty Period, if Owner allows alteration of work by anyone other than Flashing and Trim Installer, including cutting, patching, and maintenance in connection with penetrations, attachment of other work, and positioning of anything on roof, this Warranty shall become null and void on date of said alterations, but only to the extent said alterations affect work covered by this Warranty. If Owner engages Flashing and Trim Installer to perform said alterations, Warranty shall not become null and void unless Flashing and Trim Installer, before starting said work, shall have notified Owner in writing, showing reasonable cause for claim, that said alterations would likely damage or deteriorate work, thereby reasonably justifying a limitation or termination of this Warranty.
 5. Owner shall promptly notify Flashing and Trim Installer of observed, known, or suspected leaks, defects, or deterioration and shall afford reasonable opportunity for Flashing and Trim Installer to inspect work and to examine evidence of such leaks, defects, or deterioration.
 6. This Warranty is recognized to be the only warranty of Flashing and Trim Installer on said work and shall not operate to restrict or cut off Owner from other remedies and resources lawfully available to Owner in cases of roofing failure. Specifically, this Warranty shall not operate to relieve Flashing and Trim Installer of responsibility for performance of original work according to requirements of the Contract Documents, regardless of whether Contract was a contract directly with Owner or a subcontract with Owner's General Contractor.
- E. IN WITNESS THEREOF, this instrument has been duly executed this **<Insert day>** day of **<Insert month>**, **<Insert year>**.
1. Authorized Signature: **<Insert signature.>**
 2. Name: **<Insert name.>**
 3. Title: **<Insert title.>**

END OF SECTION 076200

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SECTION 077253 - SNOW GUARDS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Pad-type, flat-mounted metal snow guards.

1.2 ACTION SUBMITTALS

A. Product Data: Include construction details, material descriptions, dimensions of individual components and profiles, and finishes.

1. Pad-type, flat-mounted metal snow guards.

B. Shop Drawings: Include roof plans showing layouts and attachment details of snow guards.

C. Samples:

1. Pad-Type Snow Guards: Full-size unit with installation hardware.

1.3 INFORMATIONAL SUBMITTALS

A. Qualification Data: For professional engineer's experience with providing delegated design engineering services of the kind indicated, including documentation that the engineer is licensed in the state in which the Project is located.

B. Product Test Reports: For each type of snow guard, for tests performed by a qualified testing agency, indicating load at failure of attachment to roof system identical to roof system used on this Project.

1.4 FIELD CONDITIONS

A. Weather Limitations: Proceed with installation only when existing and forecasted weather conditions permit adhesive-mounted snow guards to be installed, and adhesive cured, according to adhesive manufacturer's written instructions.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Performance Requirements: Provide snow guards that withstand exposure to weather and resist thermally induced movement without failure, rattling, or fastener disengagement due to defective manufacture, fabrication, installation, or other defects in construction.
 - 1. Temperature Change: 120 deg F, ambient; 180 deg F, material surfaces.
- B. Structural Performance: Snow guards to withstand the effects of gravity loads and the following loads and stresses within limits and under conditions indicated.
 - 1. Snow Loads: 30 pounds per square foot.

2.2 SNOW GUARDS

- A. Basis-of-Design: Subject to compliance with requirements, provide the following or a comparable product:
 - 1. Original Metal Snow Guard with Plate as manufactured by SnoGem, 4800 Metalmaster Way, McHenry, IL. Prismatic design snow guard manufactured in Zinc-Tin Alloy-Coated (ZTC) Copper Sheet (Revere Copper Products, Inc.; Freedom Gray); Height: 2-1/2", Width: 3-1/2", with custom length plate attachment for installation on slate shingle roof system.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates and conditions, with Installer present, for compliance with requirements for installation tolerances, snow guard attachment, and other conditions affecting performance of the Work.
 - 1. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Clean and prepare substrates for bonding snow guards.
- B. Prime substrates according to snow guard manufacturer's written instructions.

3.3 INSTALLATION

- A. Install snow guards according to manufacturer's written instructions.
 - 1. Space rows as indicated on Drawings.
- B. Attachment for Slate Shingle Roofing:
 - 1. Pad-Type, Flat-Mounted Snow Guards: Mechanically anchored through each factory-prepared hole in custom length plate with fasteners concealed by the shingles.

END OF SECTION 077253

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SECTION 079200 - JOINT SEALANTS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Urethane joint sealants.

1.2 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.

1.3 ACTION SUBMITTALS

A. Product Data:

1. Urethane joint sealants.

- B. Samples for Initial Selection: Manufacturer's standard color charts consisting of strips of cured sealants showing the full range of colors available for each product exposed to view.

1.4 INFORMATIONAL SUBMITTALS

- A. Sample warranties.

1.5 CLOSEOUT SUBMITTALS

- A. Manufacturers' special warranties.

- B. Installer's special warranties.

1.6 QUALITY ASSURANCE

- A. Installer Qualifications: Authorized representative who is trained and approved by manufacturer.

1.7 MOCKUPS

- A. Install sealant in mockups of assemblies specified in other Sections that are indicated to receive joint sealants specified in this Section. Use materials and installation methods specified in this Section.

1.8 FIELD CONDITIONS

- A. Do not proceed with installation of joint sealants under the following conditions:
 - 1. When ambient and substrate temperature conditions are outside limits permitted by joint-sealant manufacturer or are below 40 deg F.
 - 2. When joint substrates are wet.
 - 3. Where joint widths are less than those allowed by joint-sealant manufacturer for applications indicated.
 - 4. Where contaminants capable of interfering with adhesion have not yet been removed from joint substrates.

1.9 WARRANTY

- A. Special Installer's Warranty: Installer agrees to repair or replace joint sealants that do not comply with performance and other requirements specified in this Section within specified warranty period.
 - 1. Warranty Period: Two years from date of Substantial Completion.
- B. Special Manufacturer's Warranty: Manufacturer agrees to furnish joint sealants to repair or replace those joint sealants that do not comply with performance and other requirements specified in this Section within specified warranty period.
 - 1. Warranty Period: Five years from date of Substantial Completion.
- C. Special warranties specified in this article exclude deterioration or failure of joint sealants from the following:
 - 1. Movement of the structure caused by stresses on the sealant exceeding sealant manufacturer's written specifications for sealant elongation and compression.
 - 2. Disintegration of joint substrates from causes exceeding design specifications.
 - 3. Mechanical damage caused by individuals, tools, or other outside agents.
 - 4. Changes in sealant appearance caused by accumulation of dirt or other atmospheric contaminants.

PART 2 - PRODUCTS

2.1 SOURCE LIMITATIONS

- A. Obtain joint sealants from single manufacturer for each sealant type.

2.2 JOINT SEALANTS, GENERAL

- A. **Compatibility:** Provide joint sealants, backings, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by joint-sealant manufacturer, based on testing and field experience.
- B. **Colors of Exposed Joint Sealants:** As selected by Architect from manufacturer's full range.

2.3 URETHANE JOINT SEALANTS

- A. Urethane, S, NS, 35, T, NT: Single-component, nonsag, plus 35 percent and minus 35 percent movement capability, traffic- and nontraffic-use, urethane joint sealant; ASTM C920, Type S, Grade NS, Class 35, Uses T and NT.
 - 1. **Manufacturers:** Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Sika Corporation, Product: Sikaflex-1A elastomeric joint sealant.

2.4 JOINT-SEALANT BACKING

- A. **Cylindrical Sealant Backings:** ASTM C1330, Type C (closed-cell material with a surface skin), Type O (open-cell material), Type B (bicellular material with a surface skin), or any of the preceding types, as approved in writing by joint-sealant manufacturer for joint application indicated, and of size and density to control sealant depth and otherwise contribute to producing optimum sealant performance.
- B. **Bond-Breaker Tape:** Polyethylene tape or other plastic tape recommended by sealant manufacturer for preventing sealant from adhering to rigid, inflexible joint-filler materials or joint surfaces at back of joint. Provide self-adhesive tape where applicable.

2.5 MISCELLANEOUS MATERIALS

- A. **Primer:** Material recommended by joint-sealant manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from preconstruction joint-sealant-substrate tests and field tests.

- B. Cleaners for Nonporous Surfaces: Chemical cleaners acceptable to manufacturers of sealants and sealant backing materials, free of oily residues or other substances capable of staining or harming joint substrates and adjacent nonporous surfaces in any way, and formulated to promote optimum adhesion of sealants to joint substrates.
- C. Masking Tape: Nonstaining, nonabsorbent material compatible with joint sealants and surfaces adjacent to joints.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine joints indicated to receive joint sealants, with Installer present, for compliance with requirements for joint configuration, installation tolerances, and other conditions affecting performance of the Work.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants to comply with joint-sealant manufacturer's written instructions and the following requirements:
 - 1. Remove all foreign material from joint substrates that could interfere with adhesion of joint sealant, including dust, paints (except for permanent, protective coatings tested and approved for sealant adhesion and compatibility by sealant manufacturer), old joint sealants, oil, grease, waterproofing, water repellents, water, surface dirt, and frost.
 - 2. Clean porous joint substrate surfaces by brushing, grinding, mechanical abrading, or a combination of these methods to produce a clean, sound substrate capable of developing optimum bond with joint sealants. Remove loose particles remaining after cleaning operations above by vacuuming or blowing out joints with oil-free compressed air. Porous joint substrates include the following:
 - a. Concrete.
 - b. Masonry.
 - c. Unglazed surfaces of ceramic tile.
 - d. Exterior insulation and finish systems.
 - 3. Remove laitance and form-release agents from concrete.
 - 4. Clean nonporous joint substrate surfaces with chemical cleaners or other means that do not stain, harm substrates, or leave residues capable of interfering with adhesion of joint sealants. Nonporous joint substrates include the following:
 - a. Metal.
 - b. Glass.

- c. Porcelain enamel.
 - d. Glazed surfaces of ceramic tile.
- B. Joint Priming: Prime joint substrates where recommended by joint-sealant manufacturer or as indicated by preconstruction joint-sealant-substrate tests or prior experience. Apply primer to comply with joint-sealant manufacturer's written instructions. Confine primers to areas of joint-sealant bond; do not allow spillage or migration onto adjoining surfaces.
- C. Masking Tape: Use masking tape where required to prevent contact of sealant or primer with adjoining surfaces that otherwise would be permanently stained or damaged by such contact or by cleaning methods required to remove sealant smears. Remove tape immediately after tooling without disturbing joint seal.

3.3 INSTALLATION OF JOINT SEALANTS

- A. General: Comply with joint-sealant manufacturer's written installation instructions for products and applications indicated, unless more stringent requirements apply.
- B. Sealant Installation Standard: Comply with recommendations in ASTM C1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.
- C. Install sealant backings of type indicated to support sealants during application and at position required to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.
- 1. Do not leave gaps between ends of sealant backings.
 - 2. Do not stretch, twist, puncture, or tear sealant backings.
 - 3. Remove absorbent sealant backings that have become wet before sealant application, and replace them with dry materials.
- D. Install bond-breaker tape behind sealants where sealant backings are not used between sealants and backs of joints.
- E. Install sealants using proven techniques that comply with the following and at the same time backings are installed:
- 1. Place sealants so they directly contact and fully wet joint substrates.
 - 2. Completely fill recesses in each joint configuration.
 - 3. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.
- F. Tooling of Nonsag Sealants: Immediately after sealant application and before skinning or curing begins, tool sealants in accordance with requirements specified in subparagraphs below to form smooth, uniform beads of configuration indicated; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint.
- 1. Remove excess sealant from surfaces adjacent to joints.

2. Use tooling agents that are approved in writing by sealant manufacturer and that do not discolor sealants or adjacent surfaces.
3. Provide concave joint profile in accordance with Figure 8A in ASTM C1193 unless otherwise indicated.

3.4 CLEANING

- A. Clean off excess sealant or sealant smears adjacent to joints as the Work progresses by methods and with cleaning materials approved in writing by manufacturers of joint sealants and of products in which joints occur.

3.5 PROTECTION

- A. Protect joint sealants during and after curing period from contact with contaminating substances and from damage resulting from construction operations or other causes so sealants are without deterioration or damage at time of Substantial Completion. If, despite such protection, damage or deterioration occurs, cut out, remove, and repair damaged or deteriorated joint sealants immediately so installations with repaired areas are indistinguishable from original work.

END OF SECTION 079200

SECTION 090190 - MAINTENANCE REPAINTING

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes maintenance repainting as follows:

1. Repainting.

B. Related Requirements:

1. Section 028319 "Lead Paint Awareness" for worker protection and waste disposal requirements related to exterior painting involving lead-based paint.

1.2 DEFINITIONS

A. Gloss Level 1: Not more than 5 units at 60 degrees and 10 units at 85 degrees, according to ASTM D523.

B. Gloss Level 2: Not more than 10 units at 60 degrees and 10 to 35 units at 85 degrees, according to ASTM D523.

C. Gloss Level 3: 10 to 25 units at 60 degrees and 10 to 35 units at 85 degrees, according to ASTM D523.

D. Gloss Level 4: 20 to 35 units at 60 degrees and not less than 35 units at 85 degrees, according to ASTM D523.

E. Gloss Level 5: 35 to 70 units at 60 degrees, according to ASTM D523.

F. Gloss Level 6: 70 to 85 units at 60 degrees, according to ASTM D523.

G. Gloss Level 7: More than 85 units at 60 degrees, according to ASTM D523.

H. Low-Pressure Spray: 100 to 400 psi; 4 to 6 gpm.

I. Medium-Pressure Spray: 400 to 800 psi; 4 to 6 gpm.

1.3 SEQUENCING AND SCHEDULING

A. Perform maintenance repainting in the following sequence, which includes work specified in this and other Sections:

1. Dismantle existing surface-mounted objects and hardware except items indicated to remain in place. Tag items with location identification and protect.
2. Verify that temporary protections have been installed.
3. Examine condition of surfaces to be painted.
4. Remove existing paint to the degree required for each substrate and surface condition of existing paint.
5. Apply paint system.
6. Reinstall dismantled surface-mounted objects and hardware unless otherwise indicated.

1.4 ACTION SUBMITTALS

A. Product Data: For each type of product.

1. Include recommendations for product application and use.

B. Sustainable Design Submittals:

C. Samples: For each type of paint system and each pattern, color, and gloss; in sizes indicated below.

1. Include stepped Samples defining each separate coat, including fillers and primers. Resubmit until each required sheen, color, and texture is achieved.
2. For each painted color being matched to a standardized color-coding system, include the color chips from the color-coding-system company with Samples.
3. Include a list of materials for each coat of each Sample.
4. Label each Sample for location and application.
5. Sample Size:
 - a. Painted Surfaces: 4-by-8-inch Samples for each color and material, on hardboard.

D. Product List: For each paint product indicated, include the following:

1. Cross-reference to paint system and locations of application areas. Use same designations indicated on Drawings and in schedules.
2. Printout of current "MPI Approved Products List" for each MPI-product category specified in paint systems, with the proposed product highlighted.
3. VOC content.

1.5 MAINTENANCE MATERIAL SUBMITTALS

A. Furnish extra paint materials, from the same production run, that match products applied and that are packaged with protective covering for storage and identified with labels describing contents, including material, finish, source, and location on building.

1. Quantity: Furnish Owner with an additional 2 percent, but not less than 1 gal. of each material and color applied.

1.6 QUALITY ASSURANCE

- A. Mockups: Prepare mockups of maintenance repainting processes for each type of coating system and substrate indicated and each color and finish required to demonstrate aesthetic effects and to set quality standards for materials and execution. Duplicate appearance of approved Sample submittals.
1. Locate mockups on existing surfaces where directed by Architect.
 2. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.
 3. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Store materials not in use in tightly covered containers in well-ventilated areas with ambient temperatures continuously maintained at not less than 45 deg F.
1. Maintain containers in clean condition, free of foreign materials and residue.
 2. Remove rags and waste daily.

1.8 FIELD CONDITIONS

- A. Weather Limitations: Proceed with maintenance repainting only when existing and forecasted weather conditions are within the environmental limits set by each manufacturer's written instructions and specified requirements.
- B. Apply paints only when temperature of surfaces to be painted and ambient air temperatures are between 50 and 95 deg F.
- C. Do not apply paint in snow, rain, fog, or mist; when relative humidity exceeds 85 percent; at temperatures less than 5 deg F above the dew point; or to damp or wet surfaces.
1. Painting may continue during inclement weather if surfaces and areas to be painted are enclosed and heated within temperature limits specified by manufacturer for surface preparation and during paint application and drying periods.

PART 2 - PRODUCTS

2.1 PAINT, GENERAL

- A. Material Compatibility:
1. Provide materials for use within each paint system that are compatible with one another

and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.

2. For each coat in a paint system, provide products recommended in writing by manufacturers of topcoat for use in paint system and on substrate indicated.
- B. Colors: As selected by Architect from full range of industry colors.

2.2 PAINT MATERIALS, GENERAL

- A. MPI Standards: Provide products that comply with MPI standards indicated and that are listed in its "MPI Approved Products List."
- a. Flat Coatings: 50 g/L.
 - b. Nonflat Coatings: 100 g/L.
 - c. Nonflat - High-Gloss Coatings: 150 g/L.
 - d. Concrete/Masonry Sealers: 100 g/L.
 - e. Dry-Fog Coatings: 150 g/L.
 - f. Floor Coatings: 100 g/L.
 - g. Industrial Maintenance Coatings: 250 g/L.
 - h. Low-Solids Coatings: 120 g/L.
 - i. Mastic Texture Coatings: 100 g/L.
 - j. Metallic Pigmented Coatings: 500 g/L.
 - k. Pretreatment Wash Primers: 420 g/L.
 - l. Primers, Sealers, and Undercoaters: 100 g/L.
 - m. Reactive Penetrating Sealers: 350 g/L.
 - n. Recycled Coatings: 250 g/L.
 - o. Rust-Preventive Coatings: 250 g/L.
 - p. Flat Coatings: 50 g/L.
 - q. Nonflat Coatings: 100 g/L.
 - r. Primers, Sealers, and Undercoats: 100 g/L.
 - s. Floor Coatings: 100 g/L.
 - t. Shellacs, Clear: 730 g/L.
 - u. Shellacs, Pigmented: 550 g/L.
 - v. Stains: 250 g/L.
 - w. Clear Wood Finishes (Varnishes, Sanding Sealers, and Lacquers): 275 g/L.

PART 3 - EXECUTION

3.1 PROTECTION

- A. Comply with each manufacturer's written instructions for protecting building and other surfaces against damage from exposure to its products. Prevent chemical solutions from coming into contact with people, motor vehicles, landscaping, buildings, and other surfaces that could be harmed by such contact.
1. Cover adjacent surfaces with materials that are proven to resist chemical solutions being used unless the solutions will not damage adjacent surfaces. Use protective materials that are UV resistant and waterproof. Apply masking agents to comply with manufacturer's

written instructions. Do not apply liquid masking agent to painted or porous surfaces. When no longer needed, promptly remove masking to prevent adhesive staining.

2. Do not apply chemical solutions during winds of sufficient force to spread them to unprotected surfaces.
3. Neutralize and collect alkaline and acid wastes before disposal.
4. Dispose of runoff from operations by legal means and in a manner that prevents soil erosion, undermining of paving and foundations, damage to landscaping, and water penetration into building interiors.

3.2 MAINTENANCE REPAINTING, GENERAL

- A. Maintenance Repainting Appearance Standard: Completed work is to have a uniform appearance as viewed by Architect from building interior at 10 feet away from painted surface and from building exterior at 50 feet away from painted surface.
- B. Execution of the Work: In repainting surfaces, disturb them as minimally as possible and as follows:
 1. Remove failed coatings and corrosion and repaint.
 2. Verify that substrate surface conditions are suitable for repainting.
 3. Allow other trades to repair items in place before repainting.
- C. Mechanical Abrasion: Where mechanical abrasion is needed for the work, use gentle methods, such as scraping and lightly hand sanding, that will not abrade softer substrates, reducing clarity of detail.
- D. Heat Processes: Do not use torches, heat guns, or heat plates.

3.3 EXAMINATION

- A. Examine substrates and conditions, with Installer present, for compliance with requirements for maximum moisture content and other conditions affecting performance of painting work. Comply with paint manufacturer's written instructions for inspection.
- B. Maximum Moisture Content of Substrates: Do not begin application of coatings unless moisture content of exposed surface is below the maximum value recommended in writing by paint manufacturer and not greater than the following maximum values when measured with an electronic moisture meter appropriate to the substrate material:
 1. Wood: 15 percent.
- C. Verify suitability of substrates, including surface conditions and compatibility with existing finishes and primers.
 1. If existing surfaces cannot be prepared to an acceptable condition for proper finishing by using specified surface-preparation methods, notify Architect in writing.

- D. Begin coating application only after unsatisfactory conditions have been corrected and surfaces are dry.
 - 1. Beginning coating application constitutes Contractor's acceptance of substrates and conditions.

3.4 PREPARATORY CLEANING

- A. General: Use the gentlest, appropriate method necessary to clean surfaces in preparation for painting. Clean all surfaces, corners, contours, and interstices.

3.5 PAINT APPLICATION, GENERAL

- A. Comply with manufacturers' written instructions for application methods unless otherwise indicated in this Section.
- B. Prepare surfaces to be painted according to the Surface-Preparation Schedule and with manufacturer's written instructions for each substrate condition.

3.6 CLEANING AND PROTECTION

- A. At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from Project site.
- B. After completing paint application, clean spattered surfaces. Remove spattered paints by washing, scraping, or other methods. Do not scratch or damage adjacent finished surfaces.
- C. Protect work of other trades against damage from paint application. Correct damage to work of other trades by cleaning, repairing, replacing, and refinishing, as approved by Architect, and leave in an undamaged condition.
- D. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.

3.7 SURFACE-PREPARATION SCHEDULE

- A. General: Before painting, prepare surfaces for painting according to applicable requirements specified in this schedule.
 - 1. Examine surfaces to evaluate each surface condition according to paragraphs below.
 - 2. Where existing degree of soiling prevents examination, preclean surface and allow it to dry before making an evaluation.
 - 3. Repair substrate defects according to "Substrate Repair" Article.
- B. Surface Preparation for MPI DSD 0 Degree of Surface Degradation:

1. Surface Condition: Existing paint film in good condition and tightly adhered.
2. Paint Removal: Not required.
3. Preparation for Painting: Roughen or degloss cleaned surfaces to ensure paint adhesion according to paint manufacturer's written instructions.

C. Surface Preparation for MPI DSD 1 Degree of Surface Degradation:

1. Surface Condition: Paint film cracked or broken but adhered.
2. Paint Removal: Scrape by hand-tool cleaning methods to remove loose paint until only tightly adhered paint remains.
3. Preparation for Painting: Roughen, degloss, and sand the cleaned surfaces to ensure paint adhesion and a smooth finish according to paint manufacturer's written instructions.

D. Surface Preparation for MPI DSD 2 Degree of Surface Degradation:

1. Surface Condition: Paint film loose, flaking, or peeling.
2. Paint Removal: Remove loose, flaking, or peeling paint film by hand-tool or chemical paint-removal methods.
3. Preparation for Painting: Sand surfaces to smooth remaining paint film edges. Prepare bare cleaned surface to be painted according to paint manufacturer's written instructions for substrate construction materials.

3.8 EXTERIOR MAINTENANCE REPAINTING SCHEDULE

A. Wood Cornice, Soffit, Brackets, Frieze, Siding, and Trim; where indicated on drawings:

1. Latex System: MPI REX 6.2A system.
 - a. Prime Coat:
 - 1) For MPI DSD 1 degree of surface degradation, touch up with topcoat.
 - 2) For MPI DSD 2 degree of surface degradation, spot prime with Primer, Latex for Exterior Wood, MPI #6.
 - b. Intermediate Coat: Latex, exterior, matching topcoat.
 - c. Topcoat:
 - 1) Latex, exterior, low sheen (Gloss Levels 3-4), MPI #15.
 - d. Color: Match existing colors.

END OF SECTION 090190

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SECTION 264113 - LIGHTNING PROTECTION

PART 1 - GENERAL

1.1 SCOPE OF WORK:

- A. Furnish and install a Class I lightning protection system for the building as specified herein.
- B. The work covered by this section of the specifications consists of furnishing all labor, materials and items of service required for the completion of a functional and unobtrusive lightning protection system approved by the Architect and Engineer, and in strict accordance with this section and applicable contract drawings.
- C. If any departure from the specifications is deemed necessary by the contractor, details and reasons of such departures shall be submitted as soon as practical to the Architect and Engineer for approval.
- D. The lightning protection system shall be designed by a Lightning Protection Certified Master Designer and the design drawings shall bear the designers seal. The seal shall be current at the time of submission and shall be signed by the Master Designer.

1.2 RELATED WORK SPECIFIED ELSEWHERE:

- A. Slate Shingles: Section 073126
- B. Sheet Metal Roofing: Section 076100
- C. EPDM Roofing: Section 075323.
- D. Snow Guards: Section 077253.

1.3 EXISTING SITE CONDITIONS:

- A. Prior to submitting bid, visit the site and identify existing conditions and difficulties that will affect the work to be performed.
- B. No compensation will be granted for additional work caused by unfamiliarity with site conditions that are visible or readily construed by experienced observers. Include in the bid amount all work required for making lightning protection system connections to all roof mounted metal items and equipment including but not limited to the following: metal stairs, skylight frames, wind vanes, louvers, plumbing vents, roof top ventilation units, exhaust fans, and HVAC equipment.
- B. The Contractor shall verify and obtain all necessary dimensions at the site.

1.4 QUALITY ASSURANCE:

- A. The latest issue of the following standards forms a part of this specification:

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1. Installation Requirements for Lightning Protection Systems, UL 96A.
 2. Lightning Protection Components, UL 96.
- B. The lightning protection system shall conform to the requirements and standards for lightning protection systems of UL and NFPA. Upon completion of the installation, the lightning protection system contractor shall make application to Underwriters Laboratories, Inc. for inspection of the system and issuance of the UL Master Label.
- C. Lightning protection equipment manufacturers shall be regularly engaged in production of lightning protection equipment that has been installed, inspected, and certified for UL Master Labels.
- D. The lightning protection system installation shall be accomplished by an experienced installation company that is listed with Underwriters Laboratories, Inc. for lightning protection installation. The installation company shall utilize Lightning Protection Institute Certified Master Installers.

Acceptable lightning protection system installers/contractors are as follows:

1. Northeast Lightning Protection - Bloomfield, CT.
 2. Smokestack Lightning Protection – Brookfield, MA.
 3. Woods Lightning Protection Installations – Shelton, CT.
 4. Morse-Collins, Inc. – Auburn, NY.
- E. Erector Qualifications: At least 5 years experience in installing systems which have been certified for UL Master Labels.

1.5 SUBMITTALS:

- A. Submit the following to the Architect and Engineer for review:
1. Complete design drawings in AutoCAD format on 1/8" = 1'-0" scale plans showing the type, size, and locations of all grounding conductors, grounding connections, down conductors, through roof/through wall assemblies, roof conductors, and air terminals.
 2. Bill of material listing manufacturer and catalog numbers of equipment.
 3. Catalog cuts of equipment.
 4. Descriptive data covering equipment.
 5. Manufacturer's installation instructions in accordance with UL 96A.
- B. Test Reports:
1. Results of ground resistance tests.
 2. Make and model number of meter used to conduct test.
 3. Certificate from approved independent testing laboratory of meter calibration within last 12 months.
- C. Label: Underwriter's Laboratories, Inc. Master Label for the installed system.

1.6 PRODUCT DELIVERY, STORAGE AND HANDLING:

- A. Deliver materials with Underwriter's Laboratory's and manufacturer's labels intact and legible.

- B. Store materials so they are not in contact with the ground.
- C. Store packaged materials in original unopened package or container.
- D. Protect materials from damage and corrosion until used.
- E. Keep UL labels affixed.
- F. Remove broken or damage material from project site.

PART 2 – PRODUCTS

2.1 GENERAL:

- A. The system to be furnished under this specification shall be the standard product of a manufacturer regularly engaged in the production of lightning protection equipment and shall be the manufacturers latest approved design. The equipment shall be UL listed and properly UL labeled. All equipment shall be new, and of design and construction to suit the application where it is used in accordance with accepted industry standards and UL and NFPA requirements.
- B. Provide and install a complete lightning protection system in compliance with these specifications and the most current editions of NFPA-780 and UL 96A. The system shall be installed by a lightning protection contractor who is listed by Underwriters Laboratories, Inc.

2.2 MATERIALS:

- A. All lightning protection materials and components shall comply in weight, size, and composition with UL 96 and NFPA-780 lightning protection material requirements for each type of structure. All materials shall be copper, bronze, or stainless steel. Aluminum components shall be used in locations where system components are mounted to aluminum surfaces to avoid galvanic corrosion of dissimilar metals. All materials shall be Class 1.

PART 3 - EXECUTION

3.1 INSTALLATION:

- A. The installation shall be accomplished by an experienced installation company that is listed with Underwriters Laboratories, Inc. for lightning protection installation. The installation company shall utilize Lightning Protection Institute Certified Master Installers. All equipment shall be installed in a neat and workmanlike manner. The system shall consist of a complete conductor network at the roof and shall include air terminals, connectors, splices, bonds, down leads, and proper ground terminals.
- B. The installation shall be made in an inconspicuous manner. Conductors shall be coursed within 2 feet of outer edge of flat roof areas. Down conductors shall be concealed within the walls of the building. Provide sleeves as required through roof, floor slabs and all building construction.

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Where conductors or air terminals pass through the roof, they shall be properly flashed to conform with the roofing requirements. All cable to cable connections shall be made by using approved U.L. clamps. Fasteners shall be spaced not more than 3 feet apart. All connections and splices shall withstand a pull test of 200 pounds.

- C. All underground sizable metallic objects within 6 feet of the lightning protection system or metal connected to the system, shall be bonded to the system. Install common grounds between the lightning protection system, electric service ground, telephone service ground, CATV service ground, and underground metallic piping systems.
- D. Provide materials and items of service required for completion of functional and unobtrusive systems. Install conductors and complimentary parts in concealed system so completed work does not detract from appearance of the structure.
- E. The lightning protection installer shall work with other trades to ensure a correct, neat, and unobtrusive installation. The roofing contractor shall be responsible for sealing and flashing all lightning protection roof penetrations in accordance with the roof manufacturer's recommendations.

3.2 CERTIFICATION:

- A. Upon completion of the installation, the contractor shall furnish the Master Label issued by Underwriters Laboratories, Inc. for the system to the Owner.

END OF SECTION 264113