The State of Connecticut

Department of Housing (DOH)

Community Development Block Grant Disaster Recovery Program (CDBG-DR)

Owner Occupied Rehabilitation and Rebuilding Program (OORR)

BID PACKAGE

For

Rehabilitation/Reconstruction work to:

Branch Residence

107-109 Pendleton Street

New Haven, CT 06511

Prepared by:

Capital Studio Architects, LLC.

1379 Main Street, East Hartford, CT 06108

860.289.3262

Project #: 2316

CSA Project # 1347-10

EQUAL HOUSING OPPORTUNITY

Project # 2316

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Section 1

ADVERTISEMENT FOR BIDS

Project #2316

The State of Connecticut Department of Housing (DOH) is seeking proposals through a Request for Proposal (RFP) process for the rehabilitation, reconstruction and/or mitigation of residential structures damaged by Superstorm Sandy in compliance with all applicable local, federal, and state statutory requirements with special attention paid to requirements for Community Development Block Grants under the United States Department of Housing and Urban Development ("HUD") Disaster Recovery grant program.

Separated sealed bids for **Project #2316, Branch Residence, 107-109 Pendleton Street, New Haven, CT 06511** will be received by Capital Studio Architects, LLC. located at 1379 Main Street, East Hartford, CT 06108 until **2:00 o'clock PM on Tuesday, May 27, 2014**.

A **Mandatory Walk Through** will be held at the Project Site located at **107-109 Pendleton Street, New Haven, CT 06511 at 9:30 AM on Tuesday, May 20, 2014**.

The Information to Bidders, Form of Bid, Form of Contract, Plans, Specifications, and Form of Bid Bond, Performance and Payment Bond or Security, and other contract documents may be examined on the Department of Housing Hurricane Sandy Recover website at www.ct.gov/doh/ and click on the "Hurricane Sandy" link, and at the office Capital Studio Architects, LLC. located at 1379 Main Street, East Hartford, CT 06108.

Copies of plans may be downloaded directly from the Department of Housing website under bid notices or obtained at the office of Capital Studio Architects, LLC. located at 1379 Main Street, East Hartford, CT 06108 upon payment of $25.00 for each set.

DOH reserves the right to waive any informalities or to reject any or all bids.

Each bidder must deposit with his bid, security in the amount, form and subject to the conditions provided in the Information to Bidders.

Attention to bidders is particularly called to the requirements as to conditions of employment to be observed and minimum wages rates to be paid under the contract (if applicable), Section 3, Segregated Facilities, Section 109 and E. O. 11246.

No bidder may withdraw his bid within 30 calendar days after the actual date of the bid opening thereof.

INFORMATION FOR BIDDERS

Receipt and Opening of Bids:

The State of Connecticut Department of Housing (herein called the "DOH"), invites bids on the form attached. Bids will be received by DOH at the office of David Holmes, Project Manager at Capital Studio Architects, LLC. located at 1379 Main Street, East Hartford, CT 06108, until **2:00 o'clock PM on Tuesday, May 27, 2014**.

The envelopes containing the bids must be sealed, addressed to David Holmes, Project Manager at Capital Studio Architects, LLC. and designated as bid for **Project #2316, Branch Residence, 107-109 Pendleton Street, New Haven, CT 06511**.

DOH may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement there considered. NO bidder may withdraw a bid within 30 days after the actual date of the opening thereof.

Mandatory Walk Through: All bidders must attend a mandatory walk through of the property designated above. The date and time of the walk through is set for **9:30 AM on Tuesday, May 20, 2014**.

Preparation of Bids:

Each bid must be submitted on the prescribed form and accompanied by Certification by Bidder Regarding Equal Employment Opportunity, Form HUD-950.1, and Certification of Bidder Regarding Section 3 and Segregated Facilities. All blank spaces for bid process must be filled in, in ink or typewritten, in both words and figures, and the foregoing Certifications must be fully completed and executed when submitted.

Each bid must be submitted in a sealed envelope bearing on the outside the name of the bidder, his/her address, and the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in the bid form.

Subcontracts: The bidder is specifically advised that any person, for, or other party to whom it is proposed to award a subcontract under this contract:

1. Must be acceptable to the DOH after verification by the State of the current eligibility status; and,
2. Must submit Form HUD-950.2, Certification by Proposed Subcontractor Regarding Equal Employment Opportunity and Certification of Proposed Subcontractor Regarding Section 3 and Segregated Facilities. Approval of the proposed subcontractor award cannot be given by the DOH unless and until the proposed subcontractor has submitted the Certifications and/or other evidence showing that it has fully complied with any reporting requirements to which it is or was subject. Although the bidder is not required to attach such Certifications by proposed subcontractors to his/her bid, the bidder is here advised of this requirement so that appropriate action can be taken to prevent subsequent delay in subcontract awards.

Method of Bidding: DOH invites the following bid(s):

Qualifications of Bidder: The DOH may make such investigations as he/she deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the DOH all such information and date for this purpose as the DOH may request. The DOH reserves the right to reject any bid if the evidence submitted by, or

investigation of, such bidder fails to satisfy the DOH that such bidder is property qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted. The State's set Contractor Prequalifications are available at the Department of Housing's Hurricane Sandy Recovers website www.ct.gov/doh/ and click on the "Hurricane Sandy" link.

Bid Security: Each bid must be accompanied with an irrevocable letter of credit from the bank, certified check, or bank cashier's check in the amount not less than five percent (5%) of the bid. Bid bonds may be accepted as bid security. As soon as the bid prices have been compared, DOH will return all of the bid securities except the three lowest responsible bidders. When the agreement is executed the bid securities of the two remaining unsuccessful bidders will be returned. The bid security of the successful bidder will be retained until the performance and payment security have been executed and approved, after which it will be returned.

Conditions of Work: Each bidder must inform him/herself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his/her obligation to furnish all material and labor necessary to carry out the provision of his/her contract. Insofar as possible the contractor, in carrying out the work, must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor.

Addenda and Interpretations: No interpretation of the meaning of the plans, specifications or other pre-bid documents will be made to any bidder orally.

Every request for such interpretation should be in writing addressed to: David Holmes, Project Manager at Capital Studio Architects, LLC. located at 1379 Main Street, East Hartford, CT 06108 and, to be given consideration, must be received at least three days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instruction will be in the form of written addenda to the specifications which, if issued, will be forwarded by electronic mail and posted on DOH's Hurricane Sandy website to all prospective bidders (at the respective email addresses furnished for such purposes), not later than two days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his/her bid as submitted. All addenda so issued shall become part of the contract documents.

Security for Faithful Performance: Simultaneously with his/her delivery of the executed contract, the Contractor shall furnish a surety bond or bonds or a Completion Assurance Agreement as security for faithful performance of this contract and for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract, as specified in the General Conditions included herein. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the DOH.

Completion Assurance Agreement: In lieu of bonds, a completion assurance agreement will be required of the successful bidder (contractor) for 25 percent of the contract price on contracts less than $100,000.

Power of Attorney: Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

Notice of Special Conditions: Attention is particularly called to those parts of the contract documents and specifications which deal with the following:

1. Inspection and testing of materials
2. Insurance requirements
3. Wage rates (if applicable)

4. State allowances

Laws and Regulations: The bidder's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

Method of Award-Lowest Qualified Bidder: If at the time this contract is to be awarded, the lowest base bid submitted by a responsible bidder does not exceed the amount of funds then estimated by the DOH as available to finance the contract; the contract will be awarded on the base bid only. If such bid exceeds such amount, the DOH may reject all bids or may award the contract on the base bid combined with such deductible alternatives applied in numerical order in which they are listed in the Form of Bids, as produces a net amount which is within the available funds.

If the homeowner wishes to select a prequalified bidding contractor other than the lowest and most responsible bidder, said owner is responsible for paying the difference between the lowest bidder and their chosen bidder from their own financing.

Obligation of Bidder: At the time of the opening of bids, each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the plans and contract documents (including all addenda). The failure or omission of any bidder to examine any form, instrument or document shall in no way relieve any bidder from any obligation in respect of his/her bid.

Safety Standards and Accident Prevention: With respect to all work performed under this contract, the contractor shall:

1. Comply with the safety standards provision of applicable laws, building and construction codes and the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, the requirements of the Occupational Safety and Health Act of 1970 (Public Law 91-596), and the requirements of Title 29 of the Code of Federal Regulations, Section 1518 as published in the "Federal Register," Volume 36, No 75, Saturday, April 17, 1971.
2. Exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) who may be injured on the job site before the employer has made a standing arrangement for removal of injured persons to a hospital or a doctor's care.

Contract Progress Schedule: Each bid shall be accompanied by a Contract Progress Schedule. Such Schedule shall list the bidder's timetable for completion of the contract.

BID FORM

The undersigned, being familiarized with the local conditions affecting the cost of the work and with the Drawings, Specifications, Invitation to Bidders, Instructions to Bidders, General Conditions, Bid Form, Form of Contract and Form of Bonds for **Project No. 2316** and Addenda No. _____ and _____ thereto, as prepared by Capital Studio Architects, LLC. East Hartford, Connecticut, and on file in the office of DOH, hereby proposes to furnish all permits, labor, materials, tools, equipment and related items required for the rehabilitation and reconstruction including general construction, site improvements, plumbing, heating, electrical and finish items for said **Project No. 2316 located at 107-109 Pendleton Street in New Haven, State of Connecticut**, all in accordance with the Drawings and Specifications, for the sum of:
_____Dollars ($_____).

Section #	***Scope of Work***	***Subcontractor***	***Labor Cost***	***Material***	***Total***
TOTAL COST					

ALTERNATE PROPOSALS

The undersigned bidder further proposes and agrees that should any or all of the following Alternates be accepted and included in the Contract, the amount of the Base Bid, as heretofore stated, shall be adjusted by the amount stated for each Alternate, or Unit Price. All materials and workmanship shall be in strict accordance with the Drawings and Specifications and shall be in-place prices.

Alternates		Unit Price	
No.___	_____ $	No.___	_____ $/sf
No.___	_____ $	No.___	_____ $/lf
No.___	_____ $	No.___	_____ $/lf
No.___	_____ $	No.___	_____ $/lf

The undersigned agrees to commence the work on a date to be specified in the contract and to complete such work within **60** consecutive calendar days.

The undersigned agrees that if within the period of thirty (30) days after the opening of bids, or when extended to the next work day immediately following said period, notice of the acceptance of this bid shall be mailed, or delivered to him/her at the business address given below, or at any time thereafter before this bid is withdrawn, will within fifteen (15) days thereafter deliver to the DOH, where directed, a contract properly executed in such number of counterparts as may be required by said DOH, on the forms annexed, with such changes therein as shall have been made by DOH, prior to the time named for delivery of this proposal, together with an executed Completion Assurance Agreement with a Letter of Credit in a form satisfactory to the DOH and a letter indicating those Small/Minority Business Enterprises that will perform work and/or provide materials, equipment or services as part of the contract.

In submitting this bid, it is understood that the right is reserved by the abovementioned DOH to reject any and all bids; and it is agreed that this bid may not be withdrawn for a period of thirty (30) days from the date of bid opening or until the next work day immediately following said period if such period ends on a weekend or a State holiday.

Security in the sum of _____ Dollars ($_____)

in the form of _____is submitted herewith in accordance with the Specifications.

Attached hereto is an affidavit, in proof that the undersigned has not entered into any collusion with any person in respect to this proposal, or any other proposal, or the submitting of proposals for the above Project. Also attached is a statement of contractor's qualifications, Certification of Bidder Regarding Equal Employment Opportunity, and Segregated Facilities.

Acknowledgement of Bidder

I, THE UNDERSIGNED AS AN AUTHORIZED OFFICER OF:

_____	_____
(Company Name)	(Date)
_____	_____
(Address)	(Telephone)
_____	_____
(City/State/Zip)	(Fax No.)
_____	
(FEIN)	

I HEREBY SUBMIT THE FOLLOWING PRICES FOR THE PROJECT IDENTIFIED ABOVE: (Indicate in words and numerals)
BASE BID PRICE: Cost_____
AMOUNT IN WORDS:_____
_____

_____	_____
(Signature)	(Date)
_____	_____
(Printed Name)	(Title/Position)

(Email address) _____

(Bank Letterhead)

BID SECURITY

IRREVOCABLE LETTER OF CREDIT

Dear _____:

We hereby authorize you to draw on us to the aggregate amount of $_____ (five percent of the amount of the bid) in the event _____ withdraws its bid within the bid holding period, or upon being awarded a contract, fails to provide adequate performance and payment security as required by the Contract documents.

Such drafts must be accompanied by the following document:

A written certification by you that the proceeds of any draft drawn on this Letter of Credit will be used solely to indemnify the DOH against loss or damage suffered by it resulting from any act or omission described in the above paragraph.

We warrant to you that all drafts drawn in compliance with the terms of this Letter of Credit will be unconditionally and duly honored upon delivery of the documentation specified and presented to this office.

This Letter of Credit is irrevocable and shall be in full force and effect until notification in writing is received from you that a contract for Project_____ has been awarded and executed, whereupon this Letter of Credit shall automatically be canceled.

This Letter of Credit shall not be modified or amended except upon the written agreement of this Bank and the DOH.

Sincerely yours,

President

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____ _____as Principal, and _____Surety, are hereby held and firmly bound unto _____ as DOH in the penal sum of _____ , for the payment of which, well and truly be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns. Signed this _____ day of _____, 2014.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted to _____ a certain Bid, attached hereto and hereby made a part hereof to enter into a contract in writing, for the _____

_____

NOW, THEREFORE,

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

Then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any or all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time which the DOH may accept such Bid; and said Surety does hereby waive notice of any such extension.

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

_____ (L.S)
Principal

_____
Surety

SEAL

FORM OF NON-COLLUSIVE AFFIDAVIT
AFFIDAVIT

State of _____)

County of _____)

_____, being first duly sworn, deposes and says:

That he/she is,_____ the party making the foregoing proposal for bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not, in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against DOH or any person interested in the proposed contract, and that all statements in said proposal for bid are true.

Project No._____

Location _____

_____

Signature

_____

Name and Title

_____

Date

(Signature should be notarized.)

BIDDER'S CERTIFICATION OF ELIGIBILITY

By the submission of this bid, the bidder certifies that to the best of its knowledge and belief, neither it, nor any person or firm which has an interest in the bidder's firm, nor any of the bidder's subcontractors, is ineligible to:

(1) Be awarded contracts by any agency of the United States Government or HUD; or,

(2) Participate in HUD programs pursuant to 24 CFR part 24.

_____

(Name of Bidder)

_____

(Address)

BY:_____

Title: _____

NOTE: This certification is a material representation of fact upon which reliance is placed when making award. If it is later determined that the bidder knowingly rendered an erroneous certification, the contract may be terminated for default, and the bidder may be debarred or suspended from participation in HUD programs and other Federal programs.

CERTIFICATION OF GENERAL BIDDERS ON CDBG-DR CONSTRUCTION PROJECTS

I. CERTIFICATION REGARDING HEALTH AND SAFETY

The undersigned hereby certifies that he/she is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work; that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least ten hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee

II. CERTIFICATION REGARDING NON-COLLUSION AND DEBARMENT

The undersigned further certifies under the penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this subsection the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity. The undersigned further certifies that neither he/she nor any firm, corporation, partnership or association in which he/she has a substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6 (b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR, Part 5), or pursuant to Section 3 (a) of the Davis-Bacon Act, as amended (40 USC 276a). The undersigned further certifies that said undersigned is not presently debarred from doing public construction work in the State of Connecticut.

Date: _____

_____

Name of General Bidder

By _____

Signature

_____

Print name and title

_____

Business Address

_____

Street Address City and State

OSHA-10 OSHA-10

CERTIFICATION OF SUB- BIDDERS (IF ANY) ON CDBG-DR CONSTRUCTION PROJECTS

I. CERTIFICATION REGARDING HEALTH AND SAFETY

The undersigned hereby certifies that he/she is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work; that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least ten hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee

II. CERTIFICATION REGARDING NON-COLLUSION AND DEBARMENT

The undersigned further certifies under penalties of perjury that this subbid is in all responses bona fide, fair and made without collusion or fraud with any other person. As used in this subsection the "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity. The undersigned further certifies that neither he/she nor any firm, corporation, partnership or association in which he/she has a substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6 (b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR, Part 5), or pursuant to Section 3 (a) of the Davis-Bacon Act, as amended (40 USC 276a). The undersigned further certifies that said undersigned is not presently debarred from doing public construction work in the State of Connecticut.

Date _____

_____

Name of Sub-bidder

By _____

Signature

_____

Print Name and Title

_____

Business Name

_____

Street Address, City and State

COMPLETION ASSURANCE AGREEMENT

THIS AGREEMENT made this _____ day of_____ by and between the State of Connecticut Department of Housing (DOH) and _____ (Contractor).

WITNESSETH

WHEREAS, the Contractor, the Owner and DOH have entered into a Construction Contract dated _____, providing for the construction of a project described in such Contract; and

WHEREAS, the Contractor desires to meet his/her obligations to supply 100 percent Performance and Payment Bonds with a substitution of another form of security; and

WHEREAS, the Owner has determined that a cash deposit arrangement would provide sufficient security in lieu of a Performance and Payment Bond.

NOW THEREFORE, in consideration of the mutual promises and undertakings herein contained, and for the purpose of inducing DOH to substitute a cash deposit arrangement for a Performance and Payment Bond, the parties hereto agree that:

1. The Contractor has provided DOH with a letter dated _____, from a banking institution evidencing the deposit of funds in an account (Fund) in the amount of 25% of the construction contract.

$ _____. The Fund has been established in the name of the State of Connecticut Department of Housing to secure and indemnify it for any expense, loss or damage suffered or sustained as a result of any default by the Contractor in the performance of its obligations under the Construction Contract. It is expressly understood and agreed that said Fund shall at all times be under the control of the Owner.

2. All disbursements from the Funds shall be authorized and made by the DOH.

3. The Fund shall be maintained as a separate trust account and may be drawn in increments up to its aggregate amount or the aggregate may be drawn. Any incremental draw will not impair or diminish the right of the DOH to make subsequent draws in any amount(s) up to the aggregate amount of the Fund. The proceeds of a draw may be disbursed as follows:

A. To the contractor during the course of construction to promote the completion of the project, as may be deemed necessary by the DOH.

B. To DOH the entire Fund or balance remaining therein in the event of a default by the Contractor under the Construction Contract to be used by DOH to indemnify it for any loss, damage or expense whatsoever which it may suffer by reason of Contractor's failure to perform the construction contract.

C. To the Contractor the balance of such Fund remaining after three months from the date that the work has been substantially completed in accordance with the Construction Contract (except for punch list items and items awaiting seasonal opportunity to complete) and accepted by the Contracting Officer in accordance with Section 27 of the General Conditions, but only so long as the Project is free and clear of any liens, claims or encumbrances whatsoever.

4. Any other provision of this Agreement notwithstanding, it is understood and agreed that no funds may be disbursed to the Contractor so long as there are any outstanding liens, claims or encumbrances against the Project, written notice of which have been received by DOH. If any such claims, liens and encumbrances have not been removed or resolved, and written notice of such removal or resolution received by DOH, by the date of substantial completion, DOH may in its sole discretion exercise any of its rights under the General Conditions of the Construction Contract.

5. It is expressly understood by all parties hereto that in the event of a default by the Contractor in any of its obligations under the Construction Contract, the entire Fund, any part thereof, or balance remaining therein may, at the option of DOH, be paid to the DOH together with an assignment of all rights granted to DOH.

6. This Agreement shall not alter or limit the obligations and liabilities of Contractor under the Construction Contract, but shall be deemed to be additional security for the performance by the Contractor of its obligations thereunder.

7. It is understood and agreed that in the event the Fund is held by a depository, that the depository is not charged with any duty or responsibility to see to the performance of or compliance with any agreements between any of the parties hereto other than that of paying over the Fund as directed in writing by DOH, nor to see to the application of the Fund after making disbursements as so directed. It is expressly understood and agreed that any claim, controversy, dispute or disagreement which may exist between the Contractor and DOH shall have no effect whatsoever upon the obligation of the depository to pay DOH promptly upon receipt of a notice issued pursuant to the terms of the Fund and this Agreement.

8. Notwithstanding any other provision of the Construction Contract, it is agreed the fund will be administered pursuant to the terms of the Fund, this Agreement and any consistent provisions in the Construction Contract. Any inconsistent provisions in the Construction Contract shall be superseded and controlled by the Fund and this Agreement. It is expressly agreed that reference to this Agreement or collateral Construction Contract document does not make the issuance of the Fund conditional.

_____	State of Connecticut Department of Housing
Name of Contractor	
_____	_____
Name and Title	Name and Title

Approved by Bank:

_____

CASH DEPOSIT LETTER

Ms. Hermia Delaire

Program Manager

State of Connecticut Department of Housing

Team Sandy – OORR Program

505 Hudson Street, 2nd floor

Hartford, CT 06106

Dear Ms. Delaire:

Re: OORR Project # _____ Address _____

This will acknowledge that this Bank has established an account in the amount of $ _____ with funds received from _____.

This account has been issued in the name of _____ and the original certificate manifesting the same is being handed to you herewith. It is our understanding that this account is being established in lieu of performance and payment bonds customarily furnished in construction projects. The account shall serve as the "Fund" referred to in the Completion Assurance Agreement, dated _____, by and between the State Department of Housing (DOH) and the Contractor.

The Bank shall pay over all or part of the funds in the account together with interest herein to DOH, or to another as the DOH may designate, upon written notification by the DOH to the Bank of a default by the Contractor under the Construction Contract, or of the Contractor's failure to perform the Construction Contract.

The Bank shall pay over all or part of the funds in the account upon proper notification by the Owner without regard to any objections, claims, defenses, assertions, or actions by the Contractor or any other person or entity acting on behalf of the Contractor. The Bank specifically recognizes that any controversy, dispute, claim or disagreement which may exist between the Contractor and DOH have no effect whatsoever upon the obligation of the Bank to pay DOH promptly upon receipt of the notice referred to above.

Sincerely,

President

SUBCONTRACTOR IDENTIFICATION

(Provide additional forms for more subcontractors, as needed.)

This form is a part of your bid package and must be submitted along with the itemized and formal bid forms at the time of the bid opening. Failure to submit a completed document could result in the disqualification of your bid.

Name of Subcontractor: _____

Address: _____
Trade: _____
Hourly Wage: _$_____ Full Contract Price: _$_____
Federal Tax# or SSN #: _____
Male Owned Business _____ Female Owned Business_____
Is he/she of Hispanic or Latino ethnicity? Yes_____ No_____
Race: (Please check one)
____White ____American Indian/Alaskan Native
____Black/African American ____Hasidic Jew
____Asian/Pacific American

Name of Subcontractor: _____
Address: _____
Trade: _____
Hourly Wage: _$_____ Full Contract Price: _$_____
Federal Tax# or SSN #: _____
Male Owned Business _____ Female Owned Business_____
Is he/she of Hispanic or Latino ethnicity? Yes_____ No_____
Race: (Please check one)
____White ____American Indian/Alaskan Native
____Black/African American ____Hasidic Jew
____Asian/Pacific American

Name of Subcontractor: _____
Address: _____
Trade: _____
Hourly Wage: _$_____ Full Contract Price: _$_____
Federal Tax# or SSN #: _____
Male Owned Business _____ Female Owned Business_____
Is he/she of Hispanic or Latino ethnicity? Yes_____ No_____
Race: (Please check one)
____White ____American Indian/Alaskan Native
____Black/African American ____Hasidic Jew
____Asian/Pacific American

_____ _____
Contractor's Signature Date

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F R 12319-25). The implementing rules and regulations 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 clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the 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 OF BIDDER

Name and address of Bidder (include zip code)

_____

_____

_____

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.
   ( ) YES ( ) NO

2. Compliance reports were required to be filed in connection with such contract or subcontract.
   ( ) YES ( ) NO

3. Bidder has filed all compliance reports due under applicable instructions, including SF.100.
   ( ) YES ( ) NO ( ) NOT REQUIRED

4. Have you ever seen or are you being considered for sanction due to violation of Executive Order 11246, as amended?
   ( ) YES ( ) NO

5. No segregated facilities will be maintained.

NAME AND TITLE OF SIGNER (Please type.)

_____

_____ _____

SIGNATURE DATE

Green Building Standards Checklist

HUD CPD Green Building Retrofit Checklist

The CPD Green Retrofit Checklist promotes energy efficiency and green building practices for residential retrofit projects. Grantees must follow the checklist in its entirety and apply all measures within the Checklist to the extent applicable to the particular building type being retrofitted. The phrase "when replacing" in the Checklist refers to the mandatory replacement with specified green improvements, products, and fixtures only when replacing those systems during the normal course of the retrofit.

WATER AND ENERGY CONSERVATION MEASURES

N/A **Water-Conserving Fixtures**

Install or retrofit water conserving fixtures in any unit and common facility, use the following specifications: Toilets-- 1.28 gpf; Urinals-- 0.5 gpf; Showerheads-- 2.0 gpm; Kitchen faucets-- 2.0 gpm; and Bathroom faucets-- 1.5gpm. [gpf = gallons per flush; gpm = gallons per minute]

N/A **ENERGY STAR Appliances**

Install ENERGY STAR-labeled clothes washers, dishwashers, and refrigerators, if these appliance categories are provided in units or common areas.

N/A **Air Sealing: Building Envelope**

Seal all accessible gaps and penetrations in the building envelope. If applicable, use low VOC caulk or foam.

N/A **Insulation: Attic** (if applicable to building type)

For attics with closed floor cavities directly above the conditioned space, blow in insulation per manufacturer's specifications to a minimum density of 3.5 Lbs. per cubic foot (CF). For attics with open floor cavities directly above the conditioned space, install insulation to meet or exceed IECC levels.

N/A **Insulation: Flooring** (if applicable to building type)

Install ≥ R-19 insulation in contact with the subfloor in buildings with floor systems over vented crawl spaces. Install a 6-mil vapor barrier in contact with 100% of the floor of the crawl space (the ground), overlapping seams and piers at least 6 inches.

N/A **Duct Sealing** (if applicable to building type)

In buildings with ducted forced-air heating and cooling systems, seal all penetrations of the air distribution system to reduce leakage in order to meet or exceed ENERGY STAR for Homes' duct leakage standard.

N/A **Air Barrier System**

Ensure continuous unbroken air barrier surrounding all conditioned space and dwelling units. Align insulation completely and continuously with the air barrier.

N/A **Radiant Barriers: Roofing**

When replacing or making a substantial repair to the roof, use radiant barrier sheathing or other radiant barrier material; if economically feasible, also use cool roofing materials.

N/A **Windows**

When replacing windows, install geographically appropriate ENERGY STAR rated windows.

N/A **Sizing of Heating and Cooling Equipment**

When replacing, size heating and cooling equipment in accordance with the Air Conditioning Contractors of America (ACCA) Manuals, Parts J and S, or 2012 ASHRAE Handbook--HVAC Systems and Equipment or most recent edition.

N/A **Domestic Hot Water Systems**

When replacing domestic water heating system(s), ensure the system(s) meet or exceed the efficiency requirements of ENERGY STAR for Homes' Reference Design. Insulate pipes by at least R-4.

N/A **Efficient Lighting: Interior Units**

Follow the guidance appropriate for the project type: install the ENERGY STAR Advanced Lighting Package (ALP); ***OR*** follow the ENERGY STAR MFHR program guidelines, which require that 80% of installed lighting fixtures within units must be ENERGY STAR-qualified or have ENERGY STAR-qualified lamps installed; ***OR*** when replacing, new fixtures and ceiling fans must meet or exceed ENERGY STAR efficiency levels.

N/A **Efficient Lighting: Common Areas and Emergency Lighting** (if applicable to building type)

Follow the guidance appropriate for the project type: use ENERGY STAR-labeled fixtures or any equivalent high-performance lighting fixtures and bulbs in all common areas; ***OR*** when replacing, new common space and emergency lighting fixtures must meet or exceed ENERGY STAR efficiency levels. For emergency lighting, if installing new or replacing, all exist signs shall meet or exceed LED efficiency levels and conform to local building codes.

N/A **Efficient Lighting: Exterior**

Follow the guidance appropriate for the project type: install ENERGY STAR-qualified fixtures or LEDs with a minimum efficacy of 45 lumens/watt; ***OR*** follow the ENERGY STAR MFHR program guidelines, which require that 80% of outdoor lighting fixtures must be ENERGY STAR-qualified or have ENERGY STAR-qualified lamps installed; ***OR*** when replacing, install ENERGY STAR compact fluorescents or LEDs with a minimum efficacy of 45 lumens/watt.

INDOOR AIR QUALITY

N/A **Air Ventilation: Single Family and Multifamily** (three stories or fewer)

Install an in-unit ventilation system capable of providing adequate fresh air per ASHRAE 62.2 requirements.

N/A **Air Ventilation: Multifamily** (four stories or more)

Install apartment ventilation systems that satisfy ASHRAE 62.2 for all dwelling units and common area ventilation systems that satisfy ASHRAE 62.1 requirements. If economically feasible, consider heat/energy recovery for 100% of corridor air supply.

N/A **Composite Wood Products that Emit Low/No Formaldehyde**

Composite wood products must be certified compliant with California 93120. If using a composite wood product that does not comply with California 93120, all exposed edges and sides must be sealed with low-VOC sealants.

N/A **Environmentally Preferable Flooring**

When replacing flooring, use environmentally preferable flooring, including the FloorScore certification. Any carpet products used must meet the Carpet and Rug Institute's Green Label or Green Label Plus certification for carpet, pad, and carpet adhesives.

N/A **Low/No VOC Paints and Primers**

All interior paints and primers must be less than or equal to the following VOC levels: Flats--50 g/L; Non-flats--50 g/L; Floor--100 g/L. [g/L = grams per liter; levels are based on a combination of the Master Painters Institute (MPI) and GreenSeal standards.]

X **Low/No VOC Adhesives and Sealants**

All adhesives must comply with Rule 1168 of the South Coast Air Quality Management District. All caulks and sealants must comply with regulation 8, rule 51, of the Bay Area Air Quality Management District.

N/A **Clothes Dryer Exhaust**

Vent clothes dryers directly to the outdoors using rigid-type duct work.

X **Mold Inspection and Remediation**

Inspect the interior and exterior of the building for evidence of moisture problems. Document the extent and location of the problems, and implement the proposed repairs according to the Moisture section of the EPA Healthy Indoor Environment Protocols for Home Energy Upgrades.

N/A **Combustion Equipment**

When installing new space and water-heating equipment, specify power-vented or direct vent combustion equipment.

N/A **Mold Prevention: Water Heaters**

Provide adequate drainage for water heaters that includes drains or catch pans with drains piped to the exterior of the dwelling.

N/A **Mold Prevention: Surfaces**

When replacing or repairing bathrooms, kitchens, and laundry rooms, use materials that have durable, cleanable surfaces.

N/A **Mold Prevention: Tub and Shower Enclosures**

When replacing or repairing tub and/or shower enclosures, use non-paper-faced backing materials such as cement board, fiber cement board, or equivalent in bathrooms.

N/A **Integrated Pest Management**

Seal all wall, floor, and joint penetrations with low-VOC caulking or other appropriate sealing methods to prevent pest entry. [If applicable, provide training to multifamily buildings staff.]

X **Lead-Safe Work Practices**

For properties built before 1978, if the project will involve disturbing painted surfaces or cleaning up lead contaminated dust or soil, use certified renovation or lead abatement contractors and workers using lead-safe work practices and clearance examinations consistent with the more stringent of EPA's Renovation, Repair, and Painting Rule and HUD's Lead Safe Housing Rule.

X **Radon Testing and Mitigation** (if applicable based on building location)

For buildings in EPA Radon Zone 1 or 2, test for radon using the current edition of American Association of Radon Scientists and Technologists (AARST)'s Protocols for Radon Measurement in Homes Standard for Single-Family Housing or Duplexes, or AARST's Protocol for Conducting Radon and Radon Decay Product Measurements in Multifamily Buildings. To install radon mitigation systems in buildings with radon level of 4 pCi/L or more, use ASTM E 2121 for single-family housing or duplexes, or AARST's Radon Mitigation Standards for Multifamily Buildings. For new construction, use AARST's Reducing Radon in New Construction of 1 & 2 Family Dwellings and Townhouses, or ASTM E 1465.

Section 2

Section 2
General Conditions

1. The purpose of this HUD and DOH sponsored 0% interest loan Owner Occupied Rehabilitation and Rebuilding program is to make good faith efforts to assist qualified property owners in making repairs to their property damaged by Superstorm Sandy. Eligible repairs include code, health and safety compliance modifications, including but not limited to building envelope and energy efficiency upgrades (See Green Building Standards).

2. In the event that the homeowner is dissatisfied with the work performed although the work has been completed to industry standards, approved by the local municipality's code enforcement officials and approved by the DOH or its agent, the homeowner's approval will be overridden, full payment will be issued to the contractor and the project will be officially closed.

3. The owner is responsible for removal or relocation from the respective work areas the following, including but not necessarily limited to: personal belongings, window treatments, small furniture, fixtures, area carpets, interior and exterior plants. The contractor will be responsible for covering and protecting large furniture unable to be removed from the respective work areas.

4. The Contractor, unless otherwise specified, shall provide all labor, materials, tools, equipment, and related items required for the erection and completion of all work indicated in this project manual and as may be inferred, implied or otherwise necessary for the proper execution of the work.

5. The Contractor shall pay all necessary taxes, fees, and permits necessary to complete all of his work as detailed on the attached scope of work.

6. The premises herein shall be occupied during the course of the construction work.

7. All rehabilitation, alterations, repairs, or extensions shall be in compliance with all applicable codes of the Municipality, HUD requirements or compliance with the latest edition of the International Building Code, which ever applies and is the more strict. All electrical, heating, and plumbing work shall comply with the rules and regulations of the National, State and Local Codes. Before commencing work, contractors and/or subcontractors shall obtain all necessary permits.

8. The Contractor certifies that he has familiarized himself with the requirements of the specifications and plans and understands the extent and character of the work to be done, and inspected the premises and given his full attention to any and all areas with which he might become specifically involved. He must familiarize himself with all conditions relating to and affecting his work and bid.

9. The selected Contractor must, prior to contract signing, supply the DOH and the Owner with the original certificates of insurance in accordance with the following insurance requirements:

   A. Contractor shall procure and maintain for the duration of the Agreement the following types of insurance, in amounts no less than the stated limits, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder:

      1) Workers' Compensation Insurance: The Contractor shall maintain full and complete Workers' Compensation Insurance for all of its employees and those of its subcontractors engaged in work on the premises, in accordance with the local and state laws governing the same, in the minimum amounts of $100,000 each accident, $500,000 disease – Policy limit, $100,000 disease – each employee.

      2) General Liability Insurance: The Contractor shall furnish evidence of a comprehensive general liability insurance coverage with a combined single limit for bodily injury, death, and property damage in the amount of $1,000,000 per occurrence, naming the Owner and the State as additional insured. This shall cover the use of all equipment, hoists and vehicles on the Premises not covered by any automobile liability policy. If the Contractor has a "claims-made" policy, then the following additional requirements apply: (a) the policy must provide a retroactive date which must be on or before the execution date of this Agreement and (b) the extended reporting period may not be less than five (5) years following the Construction Completion Date.

      3) Automobile Liability: The Contractor shall furnish evidence of Automobile Liability insurance with minimum limits of $1,000,000 per occurrence, combined single limit for bodily injury and property damage liability. This shall include owned vehicles, non-owned vehicles and employee non-ownership.

      4) Cargo Insurance: The Contractor shall furnish evidence of all-risk cargo insurance, with a minimum limit of $_____ per occurrence when the project involves raising a structure above the Base Flood Elevation.

      5) Builders Risk: The Contractor shall maintain Builder's Risk (fire and extended coverage) insurance providing coverage for the entire work at the project site, including all work in place, all materials stored at the building site, foundations and building equipment. Coverage shall be on a completed value form basis in an amount equal to the projected value of the project. The Contractor agrees to endorse the State of Connecticut and the Owner as Loss Payees.

B. Additional Insurance Provisions

1) Each of the Owner and the State of Connecticut Department of Housing, and their successors and assigns, as their interests may appear, shall be named as an Additional Insured on the Commercial General Liability policy.

2) Described insurance shall be primary coverage and Applicant and Applicant's insurer shall have no right of subrogation recovery or subrogation against the State of Connecticut.

3) Applicant shall assume any and all deductibles in the described insurance policies.

4) Without limiting Applicant's obligation to procure and maintain insurance for the duration identified in (A) above, each insurance policy shall not be suspended, voided, cancelled or reduced except after thirty (30) days prior written notice by certified mail has been given to the State of Connecticut, with the exception that a ten (10) day prior written notice by certified mail for non-payment of premium is acceptable.

5) Each policy shall be issued by an Insurance Company licensed to do business by Connecticut Department of Insurance and having a minimum Best Rating of A- or equivalent or as otherwise approved by the State.

10. DOH and its agents must be notified prior to start of work of any subcontractor to be paid for work on the job who is different from the subcontractor identified in original bid proposal.

11. Working times for the project shall be Monday through Friday 8 am to 5 pm (EST). Contractors must request permission from owner and be in compliance with local municipal ordinances prior to working longer hours or weekends.

12. All materials shall be new and of acceptable quality. The Contractor shall submit proof of purchase of warrantee items at closeout. The property Owner shall select all colors, models, etc. as per scope of work. All materials and work must be applied in accordance with the applicable manufacturer's latest instructions and specifications, and in accordance with Federal prohibitions against the use of lead paint.

13. All manufacturers' warranties are to be extended to the property Owner free and clear of all liens. Unless otherwise specified, all labor, material, and workmanship provided by the Contractor shall be guaranteed by the Contractor, including that of subcontractors, for a one (1) year period from the date of the Final Payment. This guarantee shall be in addition to and not in limitation of, in lieu of, or modify and other guarantee that is due the property Owner from any manufacturer.

14. The Contractor shall repair or replace all work, materials and equipment which are found to be defective during construction and the guarantee period. Repair shall include all damage to surrounding work caused by the failure and/or necessary for the repair or replacement of the defect. All repairs and replacements shall be performed at no additional expense to the Owner and shall be completed promptly after the Contractor receives notice of the defect.

15. The Contractor shall take all necessary measures and precautions to protect the surroundings from damage occurring due to performance of the work. All areas and surfaces of the existing building which are affected by the execution of the new work (removals, demolition, repairs etc.) shall be patched and restored to either match the existing adjacent conditions or to match the new work, whichever is applicable. If such damage occurs it will be repaired by the Contractor at no cost to the Owner. Contractor shall provide all temporary shoring, bracing and other construction (interior and exterior) required to perform the work of this contract.

16. The Contractor shall dispose of all debris and remove all material resulting from his work in accordance with local and State law. The Contractor shall police and maintain a clean and safe job site daily. He shall reinstall accessories taken down and clean up all scrap around the project and remove fingerprints. All on-site maintenance relating to the performance of the work shall be the responsibility of the Contractor until the Certificate of Completion is issued. The project shall be maintained in a habitable and safe condition daily if the project is to remain occupied.

17. Materials and products not otherwise specified in these documents shall be to match building standards and existing conditions, provided such items are in compliance with all applicable codes. Such codes set the minimum standards to be achieved.

18. All work shall be neat and accurate and done in a manner in accordance with customary trade practices**, The Contractor, at a minimum, shall leave the premises broom clean and orderly after each working day and shall keep the premises free from accumulation of materials and rubbish by disposing of such debris in an onsite disposal container (provided by the contractor) or removed by vehicle in accordance with all applicable state and local regulations.** At the completion of the project the Contractor shall remove all excess materials from the site. Any surplus material agreed to be left for the owner shall be stored neatly by the contractor in a location directed by the owner free from weather, spoilage or pilferage.

19. The Contractor shall coordinate any work which interfaces with other Contractors or with the operations of the Owner. The Contractor shall take all necessary precautions to prevent fire, bodily injury, damage to property and any other calamities that may arise which pose a threat to life, limb property.

20. The Contractor shall not make any changes to the scope of work unless a change order is processed and fully executed by the DOH.

21. The Owner may cancel this contract within three days of signing and not be liable to the Contractor or DOH. Should the Owner opt to cancel they must sign and send a Notice of Cancellation to DOH, otherwise DOH shall issue a Notice to Proceed authorizing the contractor to commence with the proposed improvements.

22. The Contractor shall commence work under this contract within 15 work days of the date of the notice to proceed and complete work within **60** calendar days of the notice to proceed.

23. If the Contractor is delayed at any time in the progress of the work by any act or neglect of the Owner or by any employee of the Owner, or by any separate Contractor employed by the Owner, or by changes ordered in the work or by labor disputes, fire, unusual delay in delivery of materials, transportation, adverse weather conditions not reasonably anticipatable, unavoidable casualties, or any cause beyond the Contractor's control, or by delay authorized by the Owner pending arbitration, or by any other cause which justifies the delay, the contract time may be extended by Change Order for such reasonable time as may be agreed upon by all parties. It shall be the responsibility of the Contractor to request and document in writing such extensions within three (3) work days.

24. In the event that the Contractor does not commence or pursue the work as hereinafter stated, then DOH shall have the right to terminate this agreement and to hire a successor Contractor to perform the work. Any such termination shall be by certified mail to the address noted in this agreement, and shall be effective as of the date of mailing. Payments by the DOH/Owner in the event of termination shall be as follows:

25. The successor Contractor shall first be paid and then the terminated Contractor. Payments to the terminated Contractor shall be limited both as to those funds remaining after payment to the successor Contractor but shall not exceed the value of the work actually performed by the terminated Contractor. Further, should the total cost for work performed under this contract exceed the amount stated in this agreement due to the Contractor's termination, then the Owner shall have a cause of action against the terminated Contractor for any such additional cost.

26. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, DOH shall, thereupon, have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date of such termination. In such event, all unfinished work required by the Contractor under this Contract shall, at the option of the DOH, be completed or not.

27. Payments

1) DOH/Homeowner shall pay the Contractor the price as provided in this contract.

2) DOH shall make progress payments approximately every 30 days as the work proceeds, on estimates of work accomplished which meets the standards of quality established under the contract, as approved by the Contracting Officer. DOH may, subject to written determination and approval of the Contracting Officer, make more frequent payments to contractors which are qualified small businesses.

3) Before the first progress payment under this contract, the Contractor shall furnish, in such detail as requested by the Contracting Officer, a breakdown of the total contract price showing the amount included therein for each principal category of the work, which shall substantiate the payment amount requested in order to provide a basis for determining progress payments. The breakdown shall be approved by the Contracting Officer and must be acceptable to DOH. The values and quantities employed in making up this breakdown are for determining the amount of progress payments and shall not be construed as a basis for additions to or deductions from the contract price. The Contractor shall prorate its overhead and profit over the construction period of the contract.

4) The Contractor shall submit, on AIA forms provided by DOH, periodic estimates showing the value of the work performed during each period based upon the approved breakdown of the contract price. Such estimates shall be submitted not later than 14 days in advance of the date set for payment and are subject to correction and revision as required. The estimates must be approved by the Contracting Officer with the concurrence of the Architect prior to payment. If the contract covers more than one project, the Contractor shall furnish a separate progress payment estimate for each.

5) Along with each request for progress payments and the required estimates, the Contractor shall furnish lien waivers and labor releases as good and sufficient evidence that the premises are free from all liens, damages, and anything chargeable to said contractor.

6) Except as otherwise provided in State law, DOH shall retain five (5) percent of the amount of progress payments until completion and acceptance of all work under the contract; except, that if upon completion of 50 percent of the work, the Contracting Officer, after consulting with the Architect, determines that the Contractor's performance and progress are satisfactory, DOH may make the remaining payments in full for the work subsequently completed. If the Contracting Officer subsequently determines that the Contractor's performance and progress are unsatisfactory, DOH shall reinstate the five (5) percent retainage until such time as the Contracting Officer determines that performance and progress are satisfactory. Retainage will be released 90 days after project completion.

7) The Contracting Officer may authorize material delivered on the site and preparatory work done to be taken into consideration when computing progress payments. Material delivered to the Contractor at locations other than the site may also be taken into consideration if the Contractor furnishes satisfactory evidence that (1) it has acquired title to such material; (2) the material is properly stored in a bonded warehouse, storage yard, or similar suitable place as may be approved by the Contracting Officer; (3) the material is insured to cover its full value; and (4) the material will be used to perform this contract. Before any progress payment which includes delivered material is made, the Contractor shall furnish such documentation as the Contracting Officer may require to assure the protection of DOH's/Homeowner's interest in such materials. The Contractor shall remain responsible for such stored material notwithstanding the transfer of title to the Homeowner.

8) All material and work covered by progress payments made shall, at the time of payment become the sole property of the Homeowner, but this shall not be construed as (1) relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or, (2) waiving the right of DOH/Homeowner to require the fulfillment of all of the terms of the contract. In the event the work of the Contractor has been damaged by other contractors or persons other than employees of DOH in the course of their employment, the Contractor shall restore such damaged work without cost to DOH/Homeowner and to seek redress for its damage only from those who directly caused it.

9) DOH shall make the final payment due the Contractor under this contract after (1) completion and final acceptance of all work; and (2) presentation of release of all claims against DOH/Homeowner arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically excepted from the operation of the release. Each such exception shall embrace no more than one claim, the basis and scope of which shall be clearly defined. The amounts for such excepted claims shall not be included in the request for final payment. A release may also be required of the assignee if the Contractor's claim to amounts payable under this contract has been assigned.

10) Prior to making any payment, the Contracting Officer may require the Contractor to furnish receipts or other evidence of payment from all persons performing work and supplying material to the Contractor, if the Contracting Officer determines such evidence is necessary to substantiate claimed costs.

11) DOH shall not; (1) determine or adjust any claims for payment or disputes arising there under between the Contractor and its subcontractors or material suppliers; or, (2) withhold any moneys for the protection of the subcontractors or material suppliers. The failure or refusal of DOH to withhold moneys from the Contractor shall in nowise impair the obligations of any surety or sureties under any bonds furnished under this contract.

28. Disputes

1) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to the contract. A claim arising under the contract, unlike a claim relating to the contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim. The submission may be converted to a claim by complying with the requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.
2) Except for disputes arising under the clauses entitled Labor Standards - Davis Bacon and Related Acts, herein, all disputes arising under or relating to this contract, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved under this clause.
3) All claims by the Contractor shall be made in writing and submitted to the Contracting Officer for a written decision.
4) A claim by the Homeowner against the Contractor shall be subject to a written decision by the Contracting Officer.
5) The Contracting Officer shall, within calendar 60 (unless otherwise indicated) days after receipt of the request, decide the claim or notify the Contractor of the date by which the decision will be made.
6) The Contracting Officer's decision shall be final unless the Contractor (1) appeals in writing to a higher level in DOH in accordance with DOH's policy and procedures, (2) refers the appeal to an independent mediator or arbitrator, or (3) files suit in a court of competent jurisdiction. Such appeal must be made within (30 unless otherwise indicated) calendar days after receipt of the Contracting Officer's decision.
7) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the contract, and comply with any decision of the Contracting Officer.

29. The Contractor will not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, sexual preference, national origin, or mental or physical disability during the performance of this agreement. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, in all employment practices such as the following: employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship, without regard to their race, color, creed, religion, sex, sexual preference, national origin or mental or physical disability. This provision will be inserted in all subcontracts, if any, for work covered by this agreement.

30. Equal Employment Opportunity (EEO) Clause

During the performance of this contract, the Contractor agrees as follows:

1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and the employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by the rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

31. In the event of the Contractor's noncompliance with this equal opportunity clause or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further contracts in accordance with procedures authorized in Presidential Executive Order 11246, or by rule, regulations, or order of the Secretary of Labor or as provided by law.

32. The following applies to all contracts of $10,000,000.00 or more: SECTION 402 VETERANS OF THE VIETNAM ERA. AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VEITNAM ERA. The Contractor will not discriminate against any employee or applicant for employment because he or she is a disabled veteran of the Vietnam era in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified disabled veterans and veterans of the Vietnam era without discrimination based upon their disability or veteran status in all employment practices such as the following: employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

33. No officer, employee or member of the Governing Body of the Municipality shall have any financial interest, direct or indirect, in this contract or the proceeds of this loan.

34. DOH retains the right to reject any or all bids or any part of any bid in part or in whole if deemed to be in the best interest of the project.

35. Substitutions of materials from that specified are only allowed on an approved/equal basis. The Contractor must submit written documentation of the substitute item or material for approval by the Owner and Program prior to making such substitution. Any items or material substituted by the Contractor without prior written approval of the Owner and Program will at the Contractor's expense be replaced if it is determined not to be equal to the item or material specified. Any surrounding, adjoining, or dependent items affected by replacement of the unequal substituted material shall also be replaced, reworked, and reinstalled at no cost to the Owner.

36. Bids shall contain prices for general categories of work and/or items as specified on the provided bid sheets. In the case of a mathematical error by the Contractor, the correct sum of the individual line items in the cost summary shall be the Contractor's bid.

37. All bids shall remain in effect for thirty (30) calendar days.

38. The Owner will supply all necessary power required by the Contractor at no additional cost to complete his work. Power shall be limited to the use of existing outlets and shall not exceed the existing capacity of the system. Power required over the capacity of the existing electrical system shall be the responsibility of the Contractor. Heating during construction shall be supplied by the Owner.

39. If any unseen or unknown asbestos related conditions arise during the work the Contractor shall stop all work immediately and notify the DOH of such.

40. OTHER PROVISIONS – LEAD BASED PAINT

For properties built before 1978, if the project will involve disturbing painted surfaces or cleaning up lead contaminated dust or soil, use certified renovation or lead abatement contractors and workers using lead-safe work practices and clearance examinations consistent with the more stringent of EPA's Renovation, Repair, and Painting Rule and HUD's Lead Safe Housing Rule. The Contractor shall comply with the requirements concerning lead-based paint contained in the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846) as implemented by 24 CFR Part 35 and EPA's Repair Renovation, and Painting Rule at 40 CFR.80 Subpart E.

Any and all rehabilitation work under this Agreement will comply with the requirements of the Federal Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4831) which prohibits the use of lead-based paint in residential structures constructed or rehabilitated with Federal Assistance in any form.

The construction or rehabilitation of residential structures with assistance provided under this contract is subject to the final regulations "Requirements for Notification, Evaluation and Reduction of Lead-Based Paint Hazards in Federally owned Residential Property and Housing Receiving Federal Assistance." The regulation is at 24 CFR part 35. It implements sections 1012 and 1013 of the Residential Lead-Based Paint Hazard Reduction Act of 1992, Title X, of the Housing and Community Development Act of 1992. Sections 1012 and 1013 amend the Lead-Based Paint Poisoning Prevention Act of 1971.

Beginning April 22, 2010, the Contractor is required to have a certificate from a 6 hour EPA/HUD RRP lead remediation course.

41. The Contractor shall comply with the provisions of the immigration Reform and Control Act of 1986 effective and enforceable as of June 6, 1987 which Act makes unlawful the hiring for employment or subcontracting individuals failing to provide documentation of legal eligibility to work in the United States. The Contractor shall hold DOH, its agents and the Homeowner harmless for the failure to comply with the provisions of said Act.

Section 3

SECTION 00900
SPECIAL CONDITIONS

1. SPECIAL CONDITIONS DEFINITIONS

A. Where the Specifications refer to Owner, or the DOH this shall be construed to mean the Connecticut Department of Housing, 505 Hudson Street, Hartford, CT 06106. Its designated agent shall be referred to as the "Contracting Officer" in these specifications.

2. BIDDING REQUIREMENTS

A. Contractor shall contact the DOH regarding site visit questions. Contact should be by the telephone to:

Ms. Erma Esangbedo, Grants and Contracts Specialist
CDBG-Disaster Recovery Program
Connecticut Department of Housing
505 Hudson Street
Hartford, CT 06106
(860) 270-8152

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

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

3. SALES TAX

A. The DOH is exempt from Connecticut Sales Tax. Other fees accessed by the State of Connecticut may be passed through to the contractor.

4. INSURANCE

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

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

5. INTERPRETATIONS OF DRAWINGS

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

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

C. If the disagreement between the drawings and specification cannot be resolved through

either A. or B. above, the specifications shall take precedence over the drawings.

6. VISITING THE SITE

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

7. CONTRACTOR'S PROPOSAL

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

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

8. SUBSTITUTIONS

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

9. SUB-CONTRACTORS

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

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

10. LAWS, ORDINANCES, PERMITS AND FEES

A. The Contractor shall give all necessary notices, obtain all permits and pay for governmental taxes, fees, and other costs in connection with his work; file all necessary plans, prepare all documents and obtain all necessary plans, prepare all documents and obtain all necessary approvals of the Governmental departments having jurisdiction; obtain all required Certificates of Inspection for his work and deliver to the Architect before request for acceptance and final payment for the work. The DOH is not exempt from paying Building Permit Fees to the City of New Haven. The Contractor shall include for any and all State of Connecticut Department of Environmental Protection Permits in addition to all Local Permits.

11. APPROVALS

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

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

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

12. NON-SEGREGATED FACILITIES

A. By signing the bid, the bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, or under his control, where segregated facilities are maintained. He certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The bidder agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this Contract. As used in this certification, the term "segregated facilities" mean any waiting room, work areas, restrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom or otherwise. He further agrees that (except where he has obtained identical certification from proposed sub-contractors for specific time periods) he will obtain identical certification from proposed sub-contractors prior to the award of sub-contracts exceeding $10,000.00, which are not exempt from the provisions of the Equal Opportunity Clause; that he will retain such certifications in his files; that he will forward a notice to his proposed sub-contractors as provided in the Instruction to Bidders
.

13. JOB MEETINGS

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

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

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

14. DRAWINGS

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

15. SCHEDULE OF THE WORK

A. The project area is tenant occupied. All work shall be carried out in such a manner so as to cause minimal interference with the use of the project by the tenant.

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

C. The standard working hours shall be from 8:00 a.m., until 4:30 p.m., Monday through Friday. The Contractor shall confirm working hours with the Owner prior to starting the work. Holidays shall include those observed by the DOH and the State of Connecticut.

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

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

F. The Contractor must provide the DOH 48 hours' notice prior to the start of work so the owner may provide notice to the tenants.

16. MATERIALS AND EQUIPMENT

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

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

17. STORAGE OF MATERIALS

A. Storage space for materials and equipment is limited, Property Owner must approve in advance the locations of stored materials and/or dumpster(s).

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

18. TEMPORARY FACILITIES

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

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

19. TEMPORARY SERVICE

A. The Contractor may connect to water available at the project without payment to the Owner.

B. The Contractor may connect to the existing electrical service without payment to the Owner.

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

20. SANITARY FACILITIES

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

21. DEMOLITION

A. This work includes the furnishing of all labor, materials, equipment and services necessary for, and reasonable incidental to, completion of all Demolition, as required for the installation of

the work, whether or not listed below.

B. The Contractor shall be confirm with Property Owner if a dumpster shall be permitted to remain on site for the purpose of disposal of demolished materials and debris. Final location of the dumpster to be coordinated with the Property Owner.

22. SALVABLE MATERIALS

A. NO SALVABLE MATERIALS.

23. SHOP DRAWINGS AND SUBMITTALS

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

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

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

24. PROTECTION OF WORK AND PROPERTY

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

B. The contractor shall be responsible for the protection of any finished work of other trades or existing buildings and tenant’s property and damage or defacement by his operation and must remedy any such injury at his own expense.

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

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

25. ACCESSIBILITY

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

26. SCAFFOLDING, RIGGING, HOISTING

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

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

27. GUARANTEE PERIOD

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

28. FINAL PAYMENT REQUIREMENTS

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

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

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

29. CLEAN UP

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

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

30. LIQUIDATED DAMAGES

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

31. HAZARDOUS MATERIALS

A. A hazardous material report has been completed by Eagle Environmental; this report is available within these Specifications, please refer to this report for handling, removal and disposal of all hazardous materials. It is the intention that this project's Scope of Work be completed in coordination with any hazardous materials encountered and be done within the quantities allowed, as specified by state and local authorities regulating abatement of these materials. If the Contractor suspects that certain building materials may contain hazardous materials, he shall notify the Architect in writing and the Architect will have the suspect materials tested.

32. CHANGE ORDERS

A. For all change orders, the general contractor shall be allowed 10% for overhead, above the direct costs and 5% for profit, above the direct costs to be calculated at 15% total above direct costs, for work performed by the general contractor.

B. For all change orders, the sub-contractors shall be allowed 10% for overhead, above the direct costs and 5% for profit, above the direct costs to be calculated at 15% total above direct costs, for work performed by the sub-contractor.

C. For all change orders, the general contractor shall be allowed 5% for overhead, above the direct costs and 2-1/2% for profit, above the direct costs to be calculated at 7-1/2% total above direct costs, for work performed by the sub-contractor.

33. BUILDER'S RISK INSURANCE

A. Item 36B of HUD General Conditions, Form 5370-A refers to Builder's Risk Insurance. It has been determined that the Builder's Risk Insurance is not required on this project.

34. OSHA REGULATIONS

A. The contractor shall comply with all applicable State and Federal OSHA regulations.

B. The contractor shall submit to the owner, a copy of the OSHA ten (10) hour construction safety and health card for each employee.

C. The contractor shall maintain any and all required OSHA materials, on site, at all times.

35. CONTRACT PERIOD

A. The Contract period will be Sixty (60) consecutive calendar days from day of "Notice to Proceed" until day of "Substantial Completion".

36. GENERAL CONDITIONS

A. In the event a conflict between the Special Conditions and the General Conditions located in Section 2 of these Specifications occurs, the General Conditions shall take precedence.

END OF SECTION 00900

SECTION 01200
SUMMARY OF THE WORK

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY OF THE WORK

A. The scope of this contract, Community Development Block Grant Disaster Recovery for the Owner Occupied Recovery and Rehabilitation Program for the Connecticut Department of Housing, **Project No. 2316 located at 107 – 109 Pendleton Road, New Haven, CT 06511**.

B. Verbal Summary of the Work: Without force and effect on the requirements of the Contract Documents, the Base Bid work includes, but is not limited to the following:

1. Selective demolition.
2. Removal of all layers of existing asphalt shingle roofing systems and clapboard roofing shingles down to existing plank and spaced roof sheathing.
3. Replace existing vent pipe boots.
4. Installation of 3/8” CDX plywood roof sheathing.
5. Installation of new fiberglass based asphalt roof shingle system including ice and water shield, underlayment, trim and accessories.
6. Installation of SBS self-adhering rolled roofing system.
7. New aluminum gutters and downspouts.
8. Replacement of existing flashing systems, as indicated on the drawings.
9. Asbestos and Lead Based Paint Remediation.
10. Scraping and painting of existing wood siding containing lead paint.
11. Removal and replacement of existing windows contaminated with lead paint.

C. Refer to Section 02080 and 02090 for Scope of Work, quantities and products required to accommodate the remediation of Lead Based Paint.

1.3 EXISTING CONDITIONS

A. This project includes work which is affected by existing conditions. Existing conditions which may affect the Work may be discovered during the progress of the Work. Make adjustments in the work as required accommodating existing conditions. Where products are to be installed in existing construction, perform cutting, removal of old products (if applicable), installation of new products, rebuilding of adjacent construction, and other operations as required.

1. The Architect will issue prompt instructions when unanticipated conditions are encountered.

2. If unanticipated conditions are such as to impose a hardship on the Contractor as interpreted by the Architect, such as faulty structure which must be rebuilt, the Architect shall issue the appropriate change orders for approval by the DOH.

3. Make adjustments in the Work, other than those described in two above, without additional compensation.

B. The Drawings do not attempt to show every item of existing work to be demolished and every item of repair required to existing surfaces. Perform work required to remove existing materials which are not to be saved and to restore existing surfaces to like-new condition.

1. If possible, repairs shall be indistinguishable from adjacent sound surfaces. Where it is impossible to achieve repairs which are indistinguishable from adjacent sound surfaces, notify the Architect, and proceed according to the Architect's instructions.

1.4 - USE OF PREMISES

A. The following are in addition to requirements of the General and Special Conditions governing the Contractor's use of the premises.

1. Assume full responsibility for protection and storage of products stored on the premises.

2. The Contractor shall have use of the premises between the hours of 8:00 a.m. and 4:30 p.m., Monday through Friday. It is during these hours that all work must take place. Additional hours must be approved in advance by the Owner.

3. The Contractor shall not have use of the premises on holidays which the DOH is closed.

4. The Contractor will have access to specific project site in accordance with the approved project schedule.

5. Work on the building will not be allowed without providing the tenant 48 hour prior notice.

1.5 - REFERENCE STANDARDS

A. Unless date is listed, reference to standard specifications shall mean latest edition of such specification legally adopted and published at the date the Contract is executed.

B. Reference to technical society or organization is made in the project manual according to the following abbreviations:

A.A.M.A.	American Architectural Manufacturers Association
A.C.I.	American Concrete Institute
A.I.A.	American Institute of Architects
A.I.E.E.	American Institute of Electrical Engineers
A.I.S.C.	American Institute of Steel Construction A.I.T.C. American Institute of Timber Construction
A.F.P.A	American Forest & Paper Association
A.N.S.I.	American National Standards Institute
A.P.A.	American Plywood Association
A.R.M.A.	Ashphalt Roofing Manufacturer's Association

A.S.H.R.A.E.	American Society of Heating, Refrigeration, and Air Conditioning Engineers
A.S.M.E.	American Society of Mechanical Engineers
A.S.T.M.	American Society of Testing Materials
A.W.I.	American Woodwork Institute
A.W.P.I.	American Wood Preservers Institute
A.W.S.	American Welding Society
A.W.W.A.	American Water Works Association
B.O.C.A.	Building Officials and Code Administrators International
C.H.F.A.	Connecticut Housing Finance Authority
C.P.S.C.	Consumer Products Safety Commission
C.S.I.	Construction Specification Institute
D.O.H.	Department of Housing
E.E.I.	Edison Electric Institute
Form 812	Connecticut State Department of Transportation Standard Specifications for Roads, Bridges, and Incidental Construction
F.M.	Factory Mutual
F.S.	Federal Specification
H.U.D.	U.S. Department of Housing and Urban Development
I.E.S.	Illuminating Engineers Society
I.S.D.S.I.	Insulated Steel Door Systems Institute
N.A.A.M.M.	National Association of Architectural Metal Manufacturers
N.B.F.U.	National Board of Fire Underwriters
N.B.S.	National Bureau of Standards
N.E.C.	National Electric Code
N.E.M.A.	National Electrical Manufacturers Association
N.F.P.A.	National Fire Protection Association
O.S.H.A.	Occupational Safety and Health Administration
S.D.I.	Steel Deck Institute
S.I.G.M.A.	Sealed Insulating Glass Manufacturer's Association
S.J.I.	Steel Joist Institute
S.M.A.C.N.A.	Sheetmetal and Air Conditioning Contractors National Association, Inc.
S.S.P.C.	Steel Structures Painting Council
U.L.	Underwriters Laboratories, Inc.
W.W.P.A.	Western Wood Products Association

1.6 – FINAL PAYMENT REQUIREMENTS

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

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

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

1.7 - GENERAL INFORMATION

A. The DOH is a governmental agency, and as such, **pays no sales tax**. The Contractor shall assume that materials purchased for the use on this project shall not be taxed. The appropriate information and tax exemption number will be given to the successful bidder.

1.8 - SCHEDULE

A. Refer to Form of Contract for completion date.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

END OF SECTION 01200

SECTION 01270

UNIT PRICES

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes administrative and procedural requirements for Unit Prices.

B. Refer to other specification sections for specific requirements for this work.

C. Enter Unit Price amounts on the enclosed Bid Form.

1.2 DEFINITIONS

A. Unit price is an amount proposed by bidders, stated on the Bid Form, as a price per unit of measurement for materials or services added to or deducted from the Contract Sum by appropriate modification, if estimated quantities of Work required by the Contract Documents are increased or decreased.

1.3 PROCEDURES

A. Unit prices include all necessary material, plus cost for delivery, installation, insurance, applicable taxes**,** overhead, and profit.

B. Measurement and Payment: Refer to individual Specification Sections for work that requires establishment of unit prices. Methods of measurement and payment for unit prices are specified in those Sections.

C. Owner reserves the right to reject Contractor's measurement of work-in-place that involves use of established unit prices and to have this work measured, at Owner's expense, by an independent surveyor acceptable to Contractor.

D. List of Unit Prices: A list 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

A. Refer to drawings for details and locations for Unit Price work.

3.1 LIST OF UNIT PRICES

A. Unit Price No. 1 – 3/4“ Plywood Roof Sheathing

1. Condition –Existing roof sheathing is a combination of 3/4" plywood and plank boards. Contractor shall verify in field, the thickness of all deteriorated sheathing that shall be removed and replaced.
2. Description – Install new 3/4” CDX plywood sheathing for the following:
   a. Rotted roof sheathing being replaced.
   b. Infill plywood at existing ridge vent cut-outs being.
   c. Existing openings for roof mounted attic vents being removed.
3. Unit of measure – Per square foot.

B. Unit Price No. 2 – Wood Fascia

1. Condition – Areas where the existing wood fascia is deteriorated, provide new wood fascia to match existing and prime and paint, two finish coats.
2. Unit of measure – Per linear foot.

C. Unit Price No. 3 – Wood Trim.

1. Condition – Areas where the existing wood trim is deteriorated, provide new wood trim to match existing and prime and paint, two finish coats.
2. Unit of measure – Per linear foot.

D. Unit Price No. 4 – Wood Soffit.

1. Condition – Areas where the existing wood soffit is deteriorated, provide new wood soffit to match existing and prime and paint, two finish coats.
2. Unit of measure – Per linear foot.

END OF SECTION 01270

SECTION 01300
DEMOLITION

PART 1 - GENERAL

1.1 - RELATED DOCUMENTS

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

1.2 - GENERAL REQUIREMENTS

A. "Demolition" denotes razing and removal of materials or portions of existing structures, installations and obstructions shown on Drawings or specified to be removed from the site, and includes taking possession of and removing from the site, all material, equipment and debris resulting from demolition work except as otherwise specified herein. Burning of materials on the site will not be permitted.

B. Upon completion remove all tools, equipment, temporary structures (if any) and installations and rubbish of every sort. Leave site in a level and orderly condition and the surrounding area in a broom-clean condition.

C. It is the responsibility of the Contractor to coordinate any demolition work with any general construction work and the work of other trades. The demolition work must be phased accordingly.

D. Provide any temporary weather protection which may be required as a result of demolition work.

1.3 - EXISTING PUBLIC SPACES

A. Protect existing services indicated to remain on the site. Replace and/or repair services damaged as a result of demolition work, at no expense to the Owner.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

3.1 - SCOPE

A. Portions of structures, installations and obstructions to be demolished are as shown on the Contract Drawings and, in general but not necessarily limited to, those items as listed below:

1. Removal of existing asphalt shingle roofing systems, including vent stack boots.
2. Removal of existing deteriorated wood sheathing.
3. Removal of existing flashing systems, as indicated on the drawings.

B. Demolition work shall not be limited to the above listing. The removal, relocation, or replacement of any item(s) by a trade as may be required (1) to complete the indicated scope of work or (2) to accomplish the intended result may require demolition work not specifically listed or shown on the Drawings. All such requirements shall be considered part of this work.

3.2 - PROTECTION

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

B. Do not close or obstruct means of egress in connection with the work. Materials and debris shall not be placed or stored in egress paths. Conduct operations so as to interfere as little as possible with normal activities.

END OF SECTION 01300

SECTION 01400
SUBMITTALS

PART 1 - GENERAL

1.1 - RELATED DOCUMENTS

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

1.2 - RELATED REQUIREMENTS SPECIFIED ELSEWHERE

A. Substitutions and product options are indicated in Section 00900 of the Special Conditions.

B. Materials and methods requiring submittals are listed, where applicable, within each respective section of this specification.

1.3 IDENTIFICATION

A. Identify each submittal with the following information:

1. Date and revision date(s).
2. Project title.
3. The names of: Architect, Contractor, subcontractor supplier, manufacturer or separate detailer when pertinent.
4. Identification of products, materials and finishes.
5. Relation to adjacent structure or material.
6. Field dimensions, clearly identified as such.
7. The specification section number, and applicable standards, such as ASTM or FS number.
8. Quantities.
9. Blank spaces, 4" x 4 1/2" each, for the Architect's stamp, and Consultant's stamp where applicable.
10. Identification of deviations from Contract Documents.
11. Contractor's stamp, initials or signed, certifying to review of submittal, the verification of the field measurements and quantities, and compliance with Contract Documents.

B. Accompany the submittals with a transmittal letter containing:

1. Date.
2. Project Title and H.U.D. number (where applicable).
3. Contractor's name and address.
4. The number and name of each item submitted.
5. Notification of deviations from Contract Documents.

1.4 - SHOP DRAWINGS

A. Provide the following information, where applicable, on all shop drawings:

1. All necessary dimensions. Dimension work illustrated by shop drawings to fit actual field conditions.
2. Sufficient detailing to show appearance, method of assembly or fabrication, and the

method of installation or erection.

3. Identification of details by reference to sheet and detail number shown on Contract Drawings.

1.5 - PRODUCT DATA

A. Manufacturer's standard schematic drawings which are:

1. Modified to delete any information which is not applicable to the Project.
2. Supplemented to provide any additional information applicable to Project.

B. Manufacturer's catalog sheets, brochures, diagrams schedules, performance charts, illustrations and other standard descriptive data.

1. Clearly mark each copy to identify the pertinent materials, products, or models.
2. Show dimensions and clearances required.
3. Show performance characteristics and capacities.
4. Show wiring diagrams and controls.

C. Test reports performed by independent testing agencies for manufacturer. On test reports list:

1. System, material or work tested.
2. Test results and witnesses.
3. Description of correction of faults.

1.6 - SAMPLES

A. Samples shall be of sufficient size and quantity to clearly illustrate:

1. Functional characteristics of product or material, with integrally related parts and attachment devices.
2. Full range of color samples.
3. After the review, approved samples may be used in construction of Project, where appropriate.

1.7 - SUBMISSION REQUIREMENTS

A. Submit to the Architect all shop drawings, product data and samples required by the specification sections.

B. Schedule submissions at least 10 working days before dates reviewed submittals will be needed.

C. Submit six (6) bond copy prints of each shop drawing.

D. Submit six (6) copies each of all product data.

E. Submit two each of required samples unless a greater number is specified or requested by the Architect.

F. Submit samples with delivery charges prepaid. Samples delivered in damaged condition may not be acceptable, and may have to be resubmitted, to Architect's discretion.

G. The Architect may, at his discretion, request submittals in addition to those specified.

1.8 - RESUBMISSION REQUIREMENTS

A. Shop Drawings:

1. Revise the initial drawings as required by General Conditions, and resubmit as specified for initial submission.
2. Indicate on drawings any changes which have been made other than those requested by Architect.

B. Product data and Samples: Submit new data and samples as required for initial submission.

1.9 - ARCHITECT'S DUTIES

A. Architect's responsibilities for processing submittals are defined in General Conditions.

B. Architect is not responsible for verifying quantities, dimensions, field measurements, or co-ordination of work of different trades. Architect's review of submittals shall not be construed to include or imply any such verification.

1.10 - CONTRACTOR'S DUTIES

A. In addition to requirements of the General Conditions,

1. Contractor shall be responsible for obtaining and distributing prints of shop drawings after, as well as before final approval, to all parties, including, but not limited to the Housing Authority, H.U.D. (where applicable), subcontractors and suppliers.
2. Prints of approved shop drawings shall be made from sepia transparencies which carry the Architect's and Consultant's stamp of approval.
3. Begin no work which requires shop drawings and product data unless the approved and stamp shop drawings and product data are on file at the job site.

B. The Contractor shall submit one (1) Submittal Package, which shall include all items required to complete any type, which shall be the basis of all units completed for the contract period, subject to any design changes which may result out of execution of the work.

END OF SECTION 01400

SECTION 01500
CUTTING AND PATCHING

Part 1 - GENERAL

1.1 - RELATED DOCUMENTS

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

1.2 - DESCRIPTION

A. Definition: "Cutting and Patching" is hereby defined to include, but not necessarily limited to the cutting and patching of nominally completed and previously existing work, in order to accommodate the coordination of work, or the installation of other work, or to uncover other work for access or inspection, or to obtain samples for testing, or for similar purposes; and is defined to exclude integral cutting and patching during manufacturing, fabricating, erecting and installing process for individual units of work.

B. Demolition is recognized as an example of a related, but separate category of work, which may or may not also require cutting and patching as defined in this Section. Refer to Section 01300.

1.3 - QUALITY ASSURANCE

A. Requirements for Structural Work:

1. General: Do not cut and patch structural work in a manner resulting in a reduction of bearing capacity or load/deflection ratio.

2. Call for a structural inspection, and/or obtain the Architect's approval prior to cutting and patching any of the following:

a. Bearing Walls.

b. Structural decking and roof or floor systems.

c. Exterior wall construction.

d. Pressurized piping, vessels and equipment.

B. Visual requirements: Do not cut and patch work which is exposed on the exterior or exposed in occupied spaces of the building in a manner resulting in a reduction of visual qualities or resulting in substantial evidence of cutting and patching work, both as judged solely by the Architect. Remove and replace work judged by the Architect as having been cut and patched in a visually unsatisfactory manner.

1.4 - SUBMITTALS

A. Requests for Architect's Consent:

1. Prior to cutting and patching of structural elements, submit written request to the Architect for permission to proceed with cutting.

2. Should conditions of the Work, or schedule indicate a required change of materials or methods for cutting and patching, so notify the Architect and secure his written permission and the required Change Order prior to proceeding.

3. Cutting and patching of deteriorated materials listed in the Bid Form as Unit Prices, may proceed without the Architect's prior approval, however, the Contractor shall document the quantity, location and date of materials replaced. The Contractor shall be compensated for this additional work based on the unit price established and the quantities replaced pursuant to Change Orders, and in accordance with Item 2.2 of this Section.

B. Notices to the Architect:

1. Prior to cutting and patching performed pursuant to the Architect's instructions, submit cost estimate to the Architect. Secure the Architect's approval of cost estimates and type of reimbursement before proceeding with cutting and patching.

2. Submit written notice to the Architect designating the time the work will be uncovered, to provide for the Architect's observation.

C. Approval by the Architect to proceed with proposed cutting and patching does not waive the right to later require complete removal and replacement of work found to be cut and patched in an unsatisfactory manner.

Part 2 - PRODUCTS

2.1 - MATERIALS

A. For replacement of items removed, use identical materials to those being removed, or materials complying with the various Sections of these Specifications, as appropriate. The end result of the cutting and patching operation shall result in equal or better work than the work being cut and patched, in terms of performance characteristics and including visual effects where applicable.

2.2 - PAYMENT FOR COSTS

A. Perform cutting and patching needed to comply with the Contract Documents at no additional cost to the Owner. The Owner will reimburse the Contractor for cutting and patching performed pursuant to written Change Orders, after claim for such reimbursement is submitted by the Contractor, and approved in advance by the Architect.

PART 3 - EXECUTION

3.1 - INSPECTION

A. Inspection:

1. Inspect existing conditions, including elements subject to movement or damage during cutting and patching.

2. After uncovering the work, inspect conditions affecting installation of new work.

B. Discrepancies:

1. If uncovered conditions are not as anticipated, immediately notify the Architect and secure needed directions.

2. Do not proceed until unsatisfactory conditions are corrected.

3.2 - PREPARATION

A. Provide adequate temporary support including, but not necessarily limited to shoring and bracing to maintain structural integrity of the Work. Do not endanger other work.

B. Provide adequate protection of other work during cutting and patching, to prevent damage. Provide protection of the Work from adverse weather exposure.

3.3 CUTTING AND PATCHING

A. Perform cutting and patching as required under pertinent other Sections of these Specifications.

B. Employ skilled tradesmen to perform all cutting and patching. Proceed with cutting and patching at the earliest feasible time, in each instance, and perform the work promptly.

C. Patch with seams which are durable and as invisible as possible. Perform fitting and adjusting of products to provide finished installation complying with the specified tolerances and finishes.

D. Select systems that adequately resist racking and provide acceptable deflection under live and dead loads. Reinforce to prevent cracking. Inspect and test patched areas to demonstrate integrity of work.

E. In all cases of repair and renovation, restore exposed finishes of patched areas and where necessary, extend finished restoration onto retained work adjoining, in a manner which eliminates evidence of patching.

END OF SECTION 01500

SECTION 01700
PROJECT CLOSEOUT

PART 1 - GENERAL

1.1 - RELATED DOCUMENTS

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

1.2 - GENERAL

A. The following requirements supplement those of the General Conditions.

1.3 - CLEANING

A. Hazard Control:
   1. Store all volatile wastes in covered non-flammable containers.
   2. Prevent accumulation of wastes, which create hazardous conditions.
   3. Provide adequate ventilation during use of volatile or noxious substances.

B. Conduct cleaning and disposal operations to comply with local ordinances and anti-pollution laws.
   1. Do not burn or bury any rubbish and waste materials on project site.
   2. Do not dispose of volatile wastes such as mineral spirits, oil or paint thinner in the storm or sanitary drains. Dispose of legally off the site.
   3. Do not dispose of wastes in streams or waterways.
   4. Dispose of demolition and waste materials, debris and rubbish legally off the site.

C. During construction, in addition to cleaning required by the General Conditions, perform the following:
   1. Keep building, grounds, and public properties free from accumulations of waste materials and rubbish.
   2. Provide on-site containers for the collection of all waste materials, all debris and rubbish. Dispose of waste materials, debris and rubbish at reasonable intervals, legally off the site.

D. At completion, for the purposes of final acceptance, in addition to leaving the work clean as required by General Conditions, perform the following:
   1. Clean site and clean up any debris of dirt off site, which resulted from work under this contract, and dispose of legally off the site.
   2. When workmen call back for "punch list" or guarantee work, clean up afterwards.

1.4 – PREREQUISITES TO SUBSTATIAL COMPLETION

A. General: Prior to requesting Certification Inspection for Substantial Completion, (for either entire work or portions thereof), complete the following and list know exceptions in the request.

B. Submit written notice to Architect that Project, or a designated portion of Project, is complete, as required by General Conditions, and that the following items have been completed:
   1. Contract documents have been reviewed.
   2. Project has been inspected for compliance with Contract Documents.

3. Work has been completed in accordance with Contract Documents and ready for inspection.
4. Equipment and systems have been tested in presence of Owner's representative and are operational.
5. Submission to the owner all required operating manuals, warranties and documentation.
6. Request that Architect review the work completed.
7. Submit payment request showing 100% completion for portion of work claimed as "substantially complete", or list the incomplete items, value of incomplete items, time to complete those items and reason for the incompletion. Include supporting documents as required.
8. Removal from the project site temporary facilities and services, along with construction tools and mock-ups.

C. Inspection Procedures: Upon receipt of the Contractor's request for Substantial Completion Certification Inspection, the Architect will either proceed with the inspection or advise the Contractor of prerequisites not fulfilled. Following initial inspection, the Architect will note Substantial Completion or advise Contractor of work that must be performed and repeat inspection when requested and assured that work has been substantially completed. Results of completed inspection will form initial "punch-list" for final acceptance.

D. Re-inspection Procedures: The Architect will re-inspect work upon receipt of notice from the Contractor that the work has been completed. The Architect will bill the owner directly for punch list items not accepted after the second inspection and requiring additional inspection. The dollar amount is to be agreed to with the owner. This amount is to be deducted from final payment to Contractor.

E. When the Architect certifies that the Work is substantially complete, the Contractor shall immediately do the following:
1. Obtain Certificate of Occupancy, if required.
2. Prepare and submit Closeout documents.

1.5 – PREREQUISITES TO FINAL ACCEPTANCE

A. Prior to requesting Final Inspection for Certification of Final Acceptance and Final Payment as required by the General Conditions the following items must have been completed and/or submitted to the Owner or Owner's Representative:
1. Record Documents and related record information as outlined below.
2. Submit final payment request with final releases and supporting documentation not previously submitted and accepted.
3. Submit copy of final punch-list of itemized work to be completed or corrected, stating that each item has been completed or otherwise resolved for acceptance.
4. Deliver tools, spare parts, extra stocks of materials, and similar physical items.
5. Operation and Maintenance Data.
6. The guarantees, warranties and bonds.
7. Parts and Maintenance Materials.
8. Complete final clean-up requirements, including touch-up painting of marred surfaces.
9. Evidence of Compliance with requirements of governing authorities, including:
   a. Certificate of Occupancy, if required.

B. Send Closeout submittals to Owner with transmittal letter in duplicate containing the following:

1. Date
2. Project title and number.
3. Contractor's name and address.
4. Certification that each Project Record Document, as submitted is complete and accurate.
5. Signature of the Contractor, or his authorized representative.

1.6 - RECORD DOCUMENTS

A. As work progresses prepare and maintain record documents as specified below, including amendment and change order drawings, these shall be referred to as "Record Documents." Do not use record documents for construction purposes; protect from deterioration. The Contractor shall keep an up to date copy of all documents and have accessible to the Architect for reference during working hours. Upon completion of project turn record documents over to Owner.
   1. Record Drawings: Maintain one (1) print set of contract drawings in clean, undamaged condition, with mark-up of actual installations which vary from the work as originally shown. Give particular attention to concealed work, which would be difficult to measure and record at a later date.
   2. Record Specifications: Maintain one (1) copy with mark-up of variations in actual work from that specified. Give particular attention to substitutions, option selections, etc.
   3. Record Shop Drawings: This includes Product Data, Certifications and Laboratory Test Reports: Maintain one (1) copy of each approved shop drawing and product data submittal, certification or report. Show all shop drawing items on the Record Drawings where the shop drawing item caused a change in the contract documents.

1.7 – OPERATION AND MAINTENANCE MANUALS

A. Provide operation and maintenance manuals for each system or piece of equipment specified. Organize information into binder form with a table of contents and tabbed sections. The cover of the binder should read “Operations and Maintenance Manual” it should list the name of the project and project number and date of completion. The Manual’s contents should include, but not be limited to the following:
   1. Description of each system.
   2. Installation instructions.
   3. Maintenance instructions.
   4. Emergency instructions and safety requirements.
   5. Corrected shop drawings.
   6. Approved product data and system test procedure.
   7. Copies of approved certifications and laboratory test reports.
   8. Copies of Warranties.
   9. Parts list, including source of supply.
   10. Name, Address, and Phone number of each subcontractor who installed equipment and local system representative.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

END OF SECTION 01700

SECTION 020800
ASBESTOS ROOF REMOVAL

PART 1 GENERAL

1.1 GENERAL PROVISIONS

A. Roof repair and replacement work will be performed at the site building located at 107-109 Pendleton Street in New Haven, CT. The work is being performed under the State of Connecticut Department of Housing Community Development Block Grant - Disaster Recovery Program (Program). Asbestos containing material (ACM) testing has identified roofing materials that contain asbestos and require removal prior to the work. The work covered in this section includes the minimum procedures that shall be employed during abatement of the ACM.

B. Refer to other Sections of these Specifications to determine the type and extent of work therein affecting the work of this Section, whether or not such work is specifically mentioned herein.

C. Peter J. Folino of Eagle Environmental, Inc. is the designer of this Specification. Mr. Folino is a State of Connecticut Department of Public Health (CTDPH) Licensed Asbestos Project Designer (License #000195).

1.2 RELATED DOCUMENTS

A. Drawings and General Provisions of Contract, including Supplementary Conditions and other Division 1 Sections, of the Contract Documents apply to this Section.

B. Architect's Specifications

C. Environmental Assessment Report Dated May 14, 2014

1.3 PROJECT DESCRIPTION

A. The work to be performed includes but is not limited to the proper removal, handling, and disposal of all non-friable asbestos-containing edge flashing cement on the second floor front porch roof of the building.

B. Asbestos abatement work shall include but not be limited to the ACM identified in Table I. The quantities given below are provided to establish the order of magnitude of the abatement project. Actual quantities may vary. It is the sole responsibility of the Contractor to visit the site, review the Contract Documents and determine the quantities of ACM to be removed when developing their Bid. Location, estimated quantities, and abatement phasing plan of specific items noted in paragraph A above include:

TABLE I: BASE BID SCOPE OF WORK

LOCATION(S)	MATERIAL TYPE	QUANTITY
Porch Roof 1 (Second Floor Front Porch Roof)	Edge Flashing Cement	25 LF

C. The Contractor shall coordinate the work of the Asbestos Abatement Section with that of the work of the general trades. It is the Contractor's responsibility to become familiar with the construction phasing plan for the project and to include the required remobilization fees to support the phasing.

D. The intent of the project schedule is to remove all ACM from the roofs, as identified, followed by immediate roof repair work and re-roofing activities.

E. The Contractor shall determine the quantities of asbestos-containing materials requiring removal prior to submission of bid. Any discrepancies must be submitted in writing in RFI format to the Architect for interpretation prior to submission of bid.

F. The Contractor is directed to review the overall project schedule to assist them in developing their bid.

1.4 QUALITY ASSURANCE

A. The Contractor shall employ a 40 hour trained Asbestos Competent person to oversee the asbestos removal work.

B. Workers removing and handling the asbestos-containing roofing materials shall comply with the OSHA Class II training requirements.

1.5 APPLICABLE CODES

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 roof removal work and disposal. Specifically, the Contractor shall comply with the requirements of the following:

1. USEPA NESHAP Regulations (40 CFR 61, Subpart M);
2. OSHA Asbestos Regulations (29 CFR 1910.1001 and 1926.1101);
3. Connecticut DEP Regulations (Section 22a-209-8 (I) and Section 22a-220 of the Connecticut General Statutes);
4. Connecticut Basic Building Code (BOCA);
5. Connecticut Fire Safety Code (NFPA);
6. Local health and safety codes, ordinances or regulations pertaining to asbestos remediation and all national codes and standards including ASTM, ANSI, and Underwriter's Laboratories.

1.6 EXEMPTIONS

A. This project was designed by a licensed State of Connecticut Department of Public Health Asbestos Abatement Designer. Any deviation from these specifications requires the written approval and authorization from the Designer.

1.7 NOTIFICATIONS, POSTINGS AND PERMITS

A. The Contractor is not required to notify the State of Connecticut Department of Public Health for this non-friable roof removal project.

1.8 WORK SITE SAFETY PLAN

A. The Contractor shall establish a set of emergency procedures and shall post them in a conspicuous place at the work site. The safety plan should include provisions for the following:

1. Evacuation of injured workers.
2. Emergency and fire exit routes from all work areas.
3. Emergency first aid treatment.
4. Local telephone numbers for emergency services including ambulance, fire, and police.
5. A method to notify workers in the event of a fire or other emergency requiring evacuation of the building.
6. Confined space entry program.
7. Twenty-four (24) hour site security program.

B. The Contractor is responsible for training all workers in these procedures.

1.9 ALTERNATIVE WORK PRACTICES (AWP)

A. Any deviations from these specifications require the written approval and authorization from the Owner and Consultant.

B. Alternative Work Practice is not required for this exterior non-friable roofing removal project.

1.10 RE-OCCUPANCY CLEARANCE

A. Re-occupancy clearance sampling is not required for this exterior non-friable roof removal project. A final visual inspection shall be performed by the Architect's Consultant following removal activities.

1.11 CONTROL OVER REMOVAL WORK

A. All Contractor work procedures shall be monitored by the Contractor's "Competent Person" to ensure that areas outside the designated work locations do not become contaminated. The following controls shall be implemented each working day to help ensure this:

1. Prior to work on any given day, the Contractor's designated "Competent Person" shall evaluate job tasks with respect to safety procedures and requirements specified to prevent contamination of the building or the employees. This includes a visual survey of the work area.

2. The Competent person shall verify that all doors and windows are closed within the units prior to removal activities.

3. The Competent person shall verify that no air conditioning units or air intake fans are running during removal activities.

B. The Contractor shall maintain control of and be responsible for access to all work areas to ensure the following requirements:

1. Nonessential personnel are prohibited from entering the area;

2. All authorized personnel entering the work area shall sign the work area entry log;

3. Asbestos waste that is taken off of the roof must be properly bagged and labeled in accordance with these specifications. The surface of the bags shall be decontaminated.

4. Asbestos waste which is stored in an on-site waste container must be properly lined to ensure the container is leak tight. All containers shall be posted with asbestos warning signs during loading. The waste containers must have lockable lids, which must be secured at the end of each work day.

5. Any material, equipment, or supplies that are brought out of the work zone shall be cleaned and decontaminated by wet cleaning and/or HEPA vacuuming of all surfaces.

1.12 SITE SECURITY

A. The Contractor shall be responsible for the security of regulated areas. Post asbestos abatement warning signs at ten (10) foot intervals around the exterior work zone. Construct the exterior regulated work area with warning tape secured with stakes.

1.13 PERSONNEL PROTECTION

A. Prior to commencing work, instruct all workers in all aspects of personnel protection, work procedures, emergency procedures use of equipment including procedures unique to this project.

B. Respiratory protection shall meet the requirements of OSHA as required in 29 CFR 1910.134,29 CFR 1926.1101. A formal respiratory protection program must be implemented in accordance with 29 CFR 1926.1101 and 29 CFR 1910.134. The Contractor shall conduct exposure assessment air sampling, analysis and reporting to ensure the workers are using appropriate respiratory protection.

C. The Contractor shall provide appropriate respiratory protection for each worker and ensure usage during potential asbestos exposure.

D. The Contractor shall provide respirators from among those approved as being acceptable for protection by the National Institute for Occupational Safety and Health (NIOSH) under the provisions of 30 CFR Part II.

E. The Contractor shall provide an adequate supply of filter for respirators in use.

F. Minimum respiratory protection shall be as follows:

Air borne Asbestos Level:	Required Respirator:
Not in excess of 1 f/cc (10 x PEL)	Half mask air purifying or otherwise as required respirator other than a disposable respirator, equipped with HEPA P 100 filters.
Not in excess of 5 f/cc (50 x PEL)	Full facepiece air purifying respirator equipped with HEPA P 100 filters.

Not in excess of 10 f/cc (100 x PEL)	Any powered air purifying respirator equipped with HEPA P 100 filters or any supplied air respirator operated in continuous flow mode.
Not in excess of 100 f/cc (1000 x PEL)	Full facepiece supplied air respirator operated in pressure demand mode.
Greater than 100 f/cc (1000 x PEL)	Full facepiece supplied air respirator unknown operated in pressure demand mode, equipped with an auxiliary positive pressure self-contained breathing apparatus.

Note:

1. Respirators assigned for higher airborne fiber concentrations may be used at lower concentrations.

2. A high efficiency filter means a filter that is at least 99.97 percent efficient against mono-dispersed particles of 0.3 micrometers in diameter or larger.

3. In addition to the selection criteria in paragraph 1.15F, the Contractor shall provide a tight-fitting powered air purifying respirator equipped with high efficiency filters or a full facepiece supplied air respirator operated in the pressure demand mode equipped with HEPA egress cartridges or an auxiliary positive pressure self- contained breathing apparatus for all employees within the regulated area where Class I work is being performed for which a negative exposure assessment has not been produced and the exposure assessment indicates the exposure level will not exceed 1 f/cc as an 8-hour time weighted average. A full facepiece supplied air respirator operated in the pressure demand mode equipped with an auxiliary positive pressure self-contained breathing apparatus shall be provided under such conditions if the exposure assessment indicates exposure levels above 1 f/cc as an 8 hour time weighted average.

4. If compresses air is used for supplied air respirators, this air will meet the requirements for grade D breathing air as described by the Compresses Gas association commodity Specification G-7.1-1966. The compressor will be equipped with the necessary safety devices and sorbends/filters, and be situated to avoid entry of contaminated air. In addition, the compressor will be equipped with alarms to indicate failure or overheating, and additional alarms for indicating the presence of carbon monoxide. Air line couplings will be incompatible with outlets for other gas system to prevent inadvertent servicing of air line respirators with non-respirable gases.

G. The Contractor shall provide and require all workers to wear protective clothing in Work Areas where asbestos fiber concentrations exceed permissible limits established by the OSHA or where contamination exists. Protective clothing shall include impervious coveralls with elastic wrists and ankles, head covering, gloves and foot coverings.

H. The Contractor shall ensure that all authorized persons entering contaminated areas are equipped with proper respirators and protective clothing.

1.14 WORKER PROTECTION PROCEDURES

A. The Contractor shall monitor airborne asbestos concentrations in the workers' breathing zone to establish conditions and work procedures for maintaining compliance with OSHA Regulations 29 CFR 1910.1001 and 1926.1001. OSHA air monitoring results shall be posted at a conspicuous location at the job site.

B. All personnel air sampling shall be conducted in accordance with methods described in OSHA standards 29 CFR 1910.1001 and 1926.1101.

C. The Contractor is responsible for complying with all additional OSHA regulations while performing work on this project.

1.15 SUBMITTALS

A. The Contractor will submit two (2) copies of the following submittals to the Owner's Representative ten (10) calendar days prior to the commencement of removal work:

1. Contractor’s construction schedule
2. Shop drawings showing work area configuration
3. Waste generator label to be used
4. Waste shipment and disposal form to be used with generated information.
5. Waste hauling Contractor
6. Landfill to be used
7. Competent Person training certificate
8. Worker training certificates
9. Copies of all notifications and permits
10. Copies of all MSDS sheets for materials to be used on site
11. Work Site Safety Plan
12. Negative Exposure Assessment

B. The Contractor will submit the following to the Consultant during the work:

1. Results of all personal air sampling
2. Certificate, training, medical, and fit-test records for new employees to start work (24 hours in advance of work).
3. Signed copy of the Certificate of Workers Acknowledgment found at the end of this section for each worker who will be at job site.
4. Contractor site logs and containment access logs.
5. Revised Notification, if any.
6. Copies of Waste Shipment Records for waste that leaves the site.

C. The following shall be submitted to the Consultant within forty-five days of the completion of work:

1. Completed copies of Waste Shipment Records (WSR).
2. Remaining personal air sampling results and site logs.
3. Revised Notification, if any.

1.16 DEFINITIONS

A. AIR MONITORING - The process of measuring the fiber concentration of an area or of a person.

B. ADEQUATELY WETTED - means sufficiently mixed or coated with water, amended or an aqueous solution; or the use of removal encapsulant to prevent dust emissions.

C. AMENDED WATER - Water to which a surfactant has been added.

D. 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 that have been chemically altered.

E. ASBESTOS ABATEMENT - Means the removal, encapsulation, enclosure, renovation, or repair of asbestos-containing materials except activities that are related to the removal or repair of asbestos cement pipe and are performed by employees of a water company as defined in Section 25-32a of the Connecticut General Statutes.

F. ASBESTOS ABATEMENT SITE SUPERVISOR - Means any licensed individual who is employed or engaged by an Contractor to supervise an asbestos abatement project.

G. ASBESTOS ABATEMENT WORKER - Means any employee of an Contractor who engages in asbestos abatement.

H. ASBESTOS CONSULTANT - Any person who engages in any activity directly involved with asbestos consultation services and who has been issued a certificate by the commissioner and a license by the department.

I. ASBESTOS CONTAINING MATERIAL (ACM) - A material composed of asbestos of any type and in an amount greater than one percent be weight, either alone or mixed with other fibrous or non-fibrous material.

J. ASBESTOS CONTRACTOR - Any person or entity engaged in asbestos abatement whose employees actually perform asbestos abatement work and is licensed by the State of Connecticut Department of Public Health.

K. ASBESTOS CONTROL AREA - An area where asbestos abatement operations are performed which is isolated by physical boundaries to prevent the spread of asbestos dust, fibers, or debris.

L. ASBESTOS FIBERS - Those particles with a length greater than five (5) microns and a length to diameter ratio of 3: 1 or greater.

M. ASBESTOS PERMISSIBLE EXPOSURE LIMIT (PEL) - The maximum airborne concentration of asbestos fibers to which an employee is allowed to be exposed. The current level established by OSHA is 0.1 fibers per cubic centimeter of air as an eight (8) hour time weighted average and 1.0 fibers/cc averaged over a sampling period of 30 minutes as an excursion limit. The Contractor is responsible for maintaining work areas in a manner that this standard is not exceeded.

N. ASBESTOS PROJECT MONITOR - The State of Connecticut licensed asbestos consultant who is certified as a project monitor and who functions as an on-site representative of the facility Owner or other persons by over-seeing the activities of the asbestos abatement Contractor.

O. AUTHORIZED VISITOR - Any person authorized by the Owner to enter the building.

P. BUILDING OWNER - For this Contract only, the building Owner is Ms. Pamela Branch.

Q. CLEAN ROOM - An uncontaminated area or room, which is a part of the workers' decontamination enclosure with provisions for storage of workers' street clothes and protective equipment.

R. CLEARANCE SAMPLING OR RE-OCCUPANCY AIR MONITORITY - Final air sampling performed aggressively after the completion of the abatement project in a regulated area. Five (5) air samples collected by the asbestos abatement project monitor inside the work area, and having a fiber concentration of less than 0.010 fibers/cc of air will denote acceptable clearance sampling by Phase Contrast Microscopy. Five air samples collected by the asbestos abatement project monitor having an average asbestos concentration of less than 70 asbestos structures mm/sq. will denote acceptable clearance sampling for Transmission Electron Microscopy.

S. COMMISSIONER - Means the Commissioner of the Connecticut Department of Health Services or his/her authorized agent.

T. COMPETENT PERSON - A representative of the Contractor who is capable of identifying an asbestos hazard and who has the authority to take prompt corrective measures to eliminate the hazard during asbestos removal.

U. CONFINED SPACE - A work zone where access and egress are restricted, a potential for gaseous vapors to accumulate exist, or a potential for low oxygen content exists.

V. DECONTAMINATION ENCLOSURE SYSTEM - A series of connected areas, with curtained doorways between any two adjacent areas, for the decontamination of workers and equipment. A decontamination enclosure system always contains at least one airlock and is adjacent and connected to the regulated area, where possible.

W. DEPARTMENT - The Department of Public Health.

X. EPA - Means the U.S. Environmental Protection Agency.

Y. ENCAPSULANT - A liquid material that can be applied to asbestos-containing material that controls the possible release of asbestos fibers from the materials by either creating a membrane over the surface (bridging encapsulant) or penetrating the material and binding its components together (penetrating encapsulant).

Z. ENCAPSULATION - A specified asbestos remediation strategy involving the application of an encapsulant to asbestos containing materials to control the release of asbestos fibers into the air.

AA. EQUIPMENT DECONTAMINATION ENCLOSURE - That portion of a decontamination enclosure system designed for controlling the transfer of materials and equipment, typically consisting of a washroom and a holding area.

BB. EQUIPMENT ROOM - A contaminated area or a room, which is part of the workers' decontamination enclosure with, provisions for storage of contaminated clothing and equipment.

CC. FACILITY - Means any private or public building or structure including but not limited to those used for institutional, residential (including single family homes), commercial or industrial purposes and vessels while ashore or in dry-dock.

DD. FIXED OBJECT - A unit of equipment or furniture in the work areas which cannot be removed from the work area.

EE. FRIABLE ASBESTOS MATERIAL - Any material that contains more than 1% asbestos by weight, that can be crumbled, pulverized or reduced to powder by hand pressure.

FF. GLOVE BAG - An impervious plastic bag-like enclosure affixed around asbestos containing material, with glove-like appendages through which materials and tools may be handled.

GG. HAZARDOUS MATERIALS ABATEMENT CONTRACTOR (Contractor) - Means the Asbestos Contractor.

HH. HEPA FILTER - A high efficiency particulate air (HEPA) filter in compliance with ANSI Z9.2-1979.

II. HEPA VACUUM EQUIPMENT - Vacuum equipment with a HEPA filter system for filtering the effluent air from the unit.

JJ. HOLDING AREA - An air-locked chamber in the equipment decontamination enclosure located between the washroom and an uncontaminated area.

KK. INSPECTOR (ASBESTOS ABATEMENT PROJECT MONITOR)- An individual, retained by the Building Owner, who is a "licensed asbestos abatement project monitor" as defined by the State of Connecticut Department of Public Health, and who will be responsible for monitoring the Contractor during the asbestos abatement project.

LL. MOVABLE OBJECT - A unit of equipment or furniture in the work area, which can be removed from the work area.

MM. NEGATIVE AIR FILTRATION 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.

NN. OWNER'S REPRESENTATIVE -The Asbestos Consultant for the project.

OO. NESHAPS - National Emissions Standard for Hazardous Air Pollutants regulations enforced by the EPA.

PP. PLASTICIZE - To cover floors and walls with plastic sheeting as specified herein.

QQ. SEPARATION BARRIER - A rigid barrier sealed with two (2) layers of six (6) mil polyethylene sheeting installed between an occupied area and the asbestos abatement work area.

RR. SHOWER ROOM - A room between the clean room and the equipment room in the workers' decontamination enclosure with hot/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.

SS. STRIPPING - Removing asbestos materials from any structural member, pipe surface, HVAC, or other equipment.

TT. WASHROOM - A room between the work area and the holding area in the equipment decontamination enclosure with provisions for storage of contaminated clothing and equipment.

UU. WET CLEANING - The process of reducing asbestos contamination from building surfaces and objects by using cloths, mops, or other cleaning tools, which have been dampened by amended water, and by then disposing of these cleaning items as asbestos contaminated waste.

VV. WORK AREA - Designated rooms, spaces, or areas of the project in which asbestos abatement actions are occurring and which may become contaminated as a result of such abatement actions. The work area must be totally self-contained by sealing, plasticizing and equipping the area with a decontamination enclosure system.

WW. WORKER DECONTAMINATION ENCLOSURE SYSTEM - That portion of a decontamination enclosure system designated for controlled passage of workers, other personnel, and authorized visitors, typically consisting of a clean room, a shower room, and an equipment room.

XX. WORK STOPPAGE CLEANUP PROCEDURE - A process following the issuance of a written stop work order, whereby the Contractor thoroughly cleans and decontaminates the work area, the decontamination enclosure system, and any other areas of the building affected by the removal project, to the satisfaction of the Asbestos Project Monitor.

YY. WORK ZONE - The area of the decontamination enclosure system where asbestos is being removed.

1.17 PRECONSTRUCTION MEETING

A. At the request of the Architect, the Contractor shall be required to attend a preconstruction meeting with his competent person and any Sub-Contractor they employ on site for the purpose of reviewing the contract requirements.

PART 2 MATERIALS AND EQUIPMENT

2.1 MATERIALS

A. Deliver all materials in the original packages, containers, or bundles bearing the name of the manufacturer and the brand name and product technical description.

B. Damaged or deteriorating materials shall not be used and shall be removed from the premises. Material that becomes contaminated with asbestos shall be decontaminated or disposed of as asbestos waste.

C. Polyethylene sheet in a roll size to minimize the frequency of joints shall be delivered to job site with factory label indicating 4 or 6 mil.

D. Polyethylene disposable bags shall be true six (6) mil with preprinted labels.

E. Tape or adhesive spray will be capable of sealing joints in adjacent polyethylene sheets and for attachment of polyethylene sheets to finished or unfinished surfaces of dissimilar materials and capable of adhering under both dry and wet conditions, including use of amended water.

F. Surfactant (wetting agent) - shall consist of fifty (50) percent polyoxyethylene ether and fifty (50) percent polyoxyethylene ester, or equivalent, and shall be mixed with water to provide a concentration of one (1) ounce surfactant to five (5) gallons of water or as directed by manufacturer.

G. Impermeable containers are to be used to receive and retain any asbestos-containing or contaminated materials until disposal at an acceptable disposal site. (The containers shall be labeled in accordance with OSHA Standard 29 CFR 1926-1101.) Containers must be both air and watertight.

H. Labels and signs, as required by OSHA Standard 29 CFR 1926.1001 will be used.

I. Encapsulant shall be bridging or penetrating type which has been found acceptable to the Owner. Usage shall be in accordance with manufacturer's printed technical data.

J. Disposal labels shall be preprinted on self-adhesive labels with the generator name, abatement site and Contractor's name and address. Labels shall not be photocopied and applied with spray adhesive.

2.2 TOOLS AND EQUIPMENT

A. Provide suitable tools for asbestos removal, encapsulation and enclosure.

B. The Contractor 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 on site for materials necessary for the job including protective clothing, respirators, filter cartridges, polyethylene sheeting of proper size and thickness, tape, and air filters.

D. The Contractor shall provide temporary electrical power sources such as generators (when required).

E. The Contractor shall have available shower stalls and sufficient hose length and a drain system equipped with 5-micron filters.

F. Vacuum units, of suitable size and capacities for 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.

G. The Contractor shall have available spray equipment capable of mixing a wetting agent with water and capable of generating sufficient pressure and volume and having sufficient hose length to reach all areas with asbestos.

PART 3 EXECUTION

3.1 EXTERIOR WORK AREA PREPARATION – GENERAL

A. Where exterior non-friable ACM is to be removed outdoors, post asbestos abatement warning signs and erect temporary barricades to create regulated areas. Regulated areas should be kept clear of any persons not fully trained and protected against exposure.

B. Install single six (6) mil drop cloths extending a minimum of ten (10) feet from the exterior wall of the building or roofs. Extend polyethylene sheeting outward from the base of the structure in order to collect debris when working from higher elevations.

C. Install single six (6) mil critical barriers over any louver, vent or penetration into the building interior within or directly adjacent to the regulated area.

D. Maintain an operable remote worker decontamination system in accordance with Section 3.2 REMOTE PERSONNEL DECONTAMINATION SYSTEM during exterior abatement work.

E. Maintain a work area access control log for each exterior work area.

F. Post asbestos warning signs at 10 foot intervals around the exterior work area. Warning signs must be visible from all approaches to the area.

3.2 REMOTE PERSONNEL DECONTAMINATION SYSTEM

A. As required by OSHA, the Contractor shall establish a remote personnel decontamination system where contiguous decontamination systems are not feasible. The use of a remote decontamination unit must be indicated on the State Notification of Asbestos Abatement. Access between the contaminated and uncontaminated areas shall be through this decontamination enclosure only. The decontamination system shall be constructed of two layers of six-mil polyethylene sheeting. Pre-fabricated "pop-up" decontamination chambers will not be permitted on this project.

B. Access between rooms in decontamination system shall be through double flap-curtained openings. Clean room, shower room and equipment room within decontamination system shall be completely sealed ensuring that the sole source of air flow through this area originates from uncontaminated areas outside the work area.

C. The shower unit shall be equipped with an adequate supply of warm water. A shower filtration pump containing two 5 micron sock filters or the best available technology shall be installed to filter shower water. Filtered shower water shall be discharged into sanitation drains and shall not be discharged into storm drains or onto floor or ground surfaces.

D. The shower room shall have soap and an adequate supply of drying towels. Provide an adequate number of shower units in accordance with OSHA 29 CFR 1926.1101.

3.3 ASBESTOS REMOVAL PROCEDURE - GENERAL

A. The Contractor shall have a designated "Competent Person" on the job at all times to ensure establishment of a proper exterior work area and proper work practices throughout the project. At a minimum, the Contractor's Competent Person shall perform or supervise the following duties, as applicable:

1. Ensure the integrity of the exterior work area.
2. Set up procedures to control entry to and exit from the exterior work area.
3. Supervise employee exposure monitoring.
4. Ensure that employees set up, use and remove engineering controls, use work practices and personal protective equipment in compliance with applicable regulations and the technical specifications.
5. Ensure that employees use the worker decontamination facilities and observe decontamination procedures.

6. Supervise and direct removal activities in a manner that meet the intent of this technical specification and applicable regulations.
7. Quantify asbestos waste generated during the project.
8. Perform final visual inspections in conjunction with the Asbestos Project Monitor.

B. Abatement work will not commence until all work area preparation is completed in accordance with this technical specification.

C. Spray asbestos materials with amended water using airless spray equipment or apply approved removal wetting agent to reduce the release of fibers during removal operation. The Owner's Representative will pre-approve use of amended water as the wetting agent.

D. Spraying of amended water shall be adequate enough to allow the ACM to absorb the water. Actual removal of ACM shall not be allowed until all ACM has become adequately wet.

E. Fill disposal containers as removal proceeds, seal filled containers before moving to waste load out system. Wet clean each container thoroughly, double bag, drum or use other approved containerization methods and apply a caution label before moving to holding area.

F. Remove and containerize all visible accumulations of asbestos-containing and/or asbestos-contaminated debris.

G. Where non-friable flashing cement is being removed, remove the flashing cement a minimum of six inches into the roof field from the edge of the flashing cement.

H. Solidify all liquid waste prior to containerization for disposal.

I. At any time during asbestos removal, should the competent person suspect contamination of areas outside the work area(s), they shall cause to stop all abatement work until steps to decontaminate these areas and eliminate causes of such contamination are completed. Unprotected individuals shall be prohibited from entering suspected contaminated areas until air sampling and visual inspections certify decontamination.

3.4 ASBESTOS REMOVAL PROCEDURE-NON-FRIABLE ROOFING MATERIALS

A. Minimum specific requirements for removal of non-friable roofing materials are as follows:

1. Prior to the removal of any non-friable roofing materials, the Contractor shall ensure that the work area is prepped in accordance with Section 3.1 EXTERIOR WORK AREA PREPARATION and 3.2 REMOTE PERSONNEL DECONTAMINATION SYSTEM.

2. Non-friable roofing materials shall be maintained in a non-friable condition during removal. Do not subject non-friable roofing materials to cutting, grinding, sanding, abrading or other forces that would render the material friable.

3. Wet non-friable roofing materials with amended water prior to removal.

4. Rolled asphalt roofing, flashings, sealants, etc. that have been or become contaminated during removal shall be disposed as non-friable asbestos-containing roofing.

5. Remove roofing materials in intact pieces. Do not allow roofing debris to accumulate on the roof.

6. Remove roofing debris and transport directly to lined waste containers.

B. Prior to the removal of any non-friable roofing materials, the Contractor shall ensure that work area preparation has been conducted in accordance with this technical specification section.

C. The Contractor shall sufficiently wet roofing materials with removal encapsulant, amended water, or a detergent solution.

D. The non-friable asbestos containing roofing materials shall not be cut, sanded, abraded or otherwise made friable during abatement and shall remain intact and non-friable during removal procedures.

E. All ACM shall be placed directly into disposal bags or shall be transferred to the asbestos disposal dumpster. Do not allow waste to accumulate on the roof. The Contractor shall ensure that no visible emissions are generated during any portion of the abatement operation.

3.5 EXTERIOR WORK AREAS FINAL CLEANING

A. Upon completion of gross removal of all ACM specified for removal, the Contractor shall begin final cleaning of the effected work area. The Contractor shall HEPA vacuum roof sheathing, gutters, or other horizontal surfaces that may have been affected by the work.

B. All tools or equipment that are not necessary for final cleaning shall be decontaminated or bagged and removed from the work area enclosure.

C. The Contractor shall HEPA vacuum and wet wipe any component specified to remain inside the work area. Upon completion of gross removal of all ACM specified for removal, the Contractor shall begin final cleaning of the effected work area.

D. The Contractor shall wet debris that has accumulated on the drop cloths. And shall roll up the drop cloths ensuring that all debris is contained within the polyethylene sheeting.

E. The Contractor shall HEPA vacuum and wet wipe surrounding surfaces contained within the work area. The ground shall be visually inspected to ensure roofing materials have not fallen onto ground surfaces. All roofing materials on the ground shall be removed an disposed of as non-friable asbestos waste.

F. Once all surfaces and components within the work area have been thoroughly cleaned, the Contractor's Competent Person shall perform a visual inspection of all surfaces and components within the work area enclosure. The Contractor's Competent Person shall sign off on the work area stating that all abatement has been completed for that portion of work and that the work area has met final visual inspection requirements (no visible asbestos residue).

G. The Contractor's Competent Person shall then request a final visual inspection to be performed by the Architect's Representative. The Architect's Representative shall visually inspect all surfaces and components in the work area for residual debris and or dust. Additional cleaning shall be performed at the Contractor's expense if the Architect's Representative identifies visual debris and/or dust during the visual inspection. Additional cleaning shall be performed until the work area meets the Final Visual Inspection requirements.

3.6 WASTE PACKAGING AND REMOVAL PROCEDURE

A. The Contractor shall strictly adhere to the requirements of this section for ACM waste packaging and transporting waste from the work area to the disposal dumpster.

B. Waste disposal bags and drums shall be affixed with pre-printed OSHA warning labels, DOT labels and NESHAP labels.

C. Each container of ACM waste shall be made adequately wet prior to sealing the container. Bags shall be sealed immediately following additional wetting procedures. Bags of ACM waste shall not be permitted to remain unsealed while in the work area.

D. The Contractor shall remove from the roof all abated asbestos containing roofing materials at the end of each work shift.

E. Material drop shall not exceed eight (8) feet. For heights up to fifteen (15) feet, provide inclined chutes or scaffolding to intercept drop. For heights exceeding fifteen (15) feet, Contractor shall provide an enclosed dust-proof chute.

F. For roofing materials that are live loaded into open top waste container, the Contractor shall line the waste container with a minimum of two (2) layers of 6-mil polyethylene sheeting. Secure the waste container at the end of each work shift.

G. Containers, bags, bundles, etc. shall be decontaminated prior to removal from the work area and transporting waste from the work area to the on-site storage containers.

H. Persons working inside the contaminated work area are not permitted to pass from the work area to the non-work area. Persons shall egress the work area through the remote decontamination system.

I. The following waste load out procedure shall be strictly adhered to:

1. The double bagged or drummed waste shall be removed from the work area and waste generator labels shall be immediately affixed to the outer bag or drum.
2. Waste generator labels shall be printed self-adhering labels and shall contain the Owner's name, the site location address, and the Contractor's name.
3. The properly labeled waste shall be transported directly to the lined waste container.
4. The waste container shall be double lined with 6-mil polyethylene sheeting.
5. OSHA warning signs shall be secured to the waste container prior to any loading and unloading operations.
6. The waste container shall be kept locked at all times other than loading and unloading.

3.7 DISPOSAL OF ASBESTOS AND ASBESTOS CONTAMINATED WASTE

A. All disposal of asbestos containing and or asbestos contaminated material must be in compliance with requirements of the Office of the Department of Environmental Protection, State of Connecticut Department of Public Health and the USEPA NESHAP regulations.

B. Disposal approvals shall be obtained from the CTDEP before commencing asbestos removal if waste will be disposed of in Connecticut.

C. Waste container storage locations shall be pre-approved by the Owner and Owner's Representative.

D. A copy of approved disposal authorization shall be provided to the Owner and Owner's Representative and any required federal, state or local agencies.

E. Copies of all landfill receipts will be retained by the Owner's Representative as part of the project file. The receipts will be signed by the landfill operator on receipt, and the quantity of asbestos debris leaving the job site and arriving at the landfill acknowledged.

F. 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 United States Department of Transportation (USDOT) requirements.

G. ACM waste shall be placed in double lined enclosed waste containers equipped with a lockable hasp. Waste containers shall be posted with OSHA warning signs during loading and unloading.

H. All liquid waste generated during the work shall be solidified. At no time will liquid wastes be permitted to be stored on site. Liquid waste generated during this project shall be solidified prior to the end of each work shift.

I. Completed Waste Shipment Records (WSR) signed by the landfill must be returned to the Owner or Owner's Representative no later than 45 days from the time the waste was transported off-site. Completed waste shipment records that are not received by the Owner within 35 days shall require the Contractor to begin tracking the waste. The Contractor must notify the Owner of intentions on tracking the waste.

J. The Contractor must take appropriate actions as outlined in 40 CFR Part 61 NESHAP regulations when completed WSR are not forwarded to the Owner or Owner's Representative within 45 days from the time the waste was transported off-site.

3.8 ARCHITECT'S REPRESENTATIVE RESPONSIBILITY

A. The Architect has retained the services of Eagle Environmental, Inc to monitor this project. The Architect's Representative may collect and analyze air samples to ascertain the integrity of controls, which protect the building from asbestos contamination on a case-by-case basis. 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 Architect's Representative may collect and analyze air samples during the following periods:

1. Abatement Period: The Asbestos Abatement Project Monitor shall collect samples during the work period. A sufficient number of background samples shall be taken outside of the work area, at the exhaust of the negative pressure filtration equipment, and outside of the building to evaluate the degree of cleanliness or contamination of the building during asbestos removal. Additional samples may be taken inside the work area and decontamination enclosure system, at the discretion of the Asbestos Abatement Project Monitor.

   a. The Asbestos Abatement Project Monitor shall provide a continual evaluation of the air quality of the building during asbestos abatement, using his/her best professional judgments in respect to the State Department of Public Health guideline of 010 f/cc and the background air quality established during the pre-abatement period.

b. If the Asbestos Abatement Project Monitor determines that the building air quality has become contaminated from the project, he/she shall immediately inform the Contractor to cease all removal operations and implement a work stoppage clean up procedure. The Contractor shall conduct a thorough cleanup of areas of the building designated by the Asbestos Abatement Project Monitor. No further asbestos abatement work shall take place until the Asbestos Abatement Project Monitor has determined that the building's air has been decontaminated.

c. Abatement air samples shall be collected for a minimum period of ninety minutes at a minimum flow rate of 12 liters per minute, or as required to obtain a volume of 1,000 liters. Samples shall be analyzed by phase contrast microscopy (PCM) using the NIOSH 7400 protocol.

2. Elevated fiber counts: If elevated fiber counts exceeding the establish pre-abatement level or 0.01 f/cc are recorded, the cause for such elevated readings shall be investigated. If necessary, the Contractor shall be responsible for cleaning the affected area and will provide additional support to lower the air born fiber levels. All cost incurred by the Contractor for the decontamination work shall be borne by the Contractor.

C. Inspections may be conducted by the Architect's Representative throughout the progress of the abatement project. Inspections may be conducted in order to document the progress of the abatement work as well as the procedures and practices employed by the Contractor. The Asbestos Abatement Project Monitor may 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 Asbestos Abatement Project Monitor shall be informed 24 hours prior to the time the inspection is needed. During the course of the precommencement inspection, the Asbestos Abatement Project Monitor shall inspect the containment. This shall include, but not be limited to, inspection of barrier integrity, the worker decontamination, facility, negative air filtration equipment etc. If during the course of the precommencement inspection, deficiencies are found, the Contractor shall perform the necessary adjustments in order to obtain compliance.

2. Work Area Inspections: Work area inspections shall be conducted on a daily basis at the discretion of the Asbestos Abatement Project Monitor. During the course of the work area inspections, the Asbestos Abatement Project Monitor shall observe the Contractor removal 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: Following receipt of acceptable reoccupancy air monitoring results and concurrent with removal of the work area containment, the Asbestos Abatement Project Monitor shall conduct a final visual inspection. If residual dust or debris is identified during the course of the final inspection, the Contractor shall comply with the request of the Asbestos Abatement Project Monitor, in order to render the area free of visible residue.

-END OF SECTION-

SECTION 020900
LEAD-BASED PAINT HAZARD CONTROL

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and General Provisions of Contract, including General Supplementary Conditions and Division 1 Specifications Sections, of the Contract Documents apply to this Section.

1.2 PROJECT DESCRIPTION

A. A lead-based paint hazard control project is being undertaking at 107-109 Pendleton Street in New Haven, Connecticut. The lead-based paint hazard control work is being funded by a Community Development Block Grant (CDBG) under the Department of Housing Occupied Rehabilitation and Rebuilding Program (OORR).

B. The site building consists of a three (3) dwelling unit residential building. Notification to the Connecticut Commission on Culture & Tourism has been made to determine if the building is eligible for listing on the National Register of Historic Places and the results are pending.

C. A lead-based paint risk assessment was performed on the interior of the dwelling units along with the common areas and exterior areas. Toxic levels of lead-based paint were identified on various components and surfaces. There are no known lead-based paint abatement orders on the inspected building.

D. Under federal regulation 24 CFR 35, Subpart J, Rehabilitation, for a property receiving between $5,000.00 and $25,000.00 per unit, all identified lead hazards are required to be remediated. Lead-based paint hazard control will be utilized throughout the dwelling units and exteriors. All work specified in the Scope of Work must be performed by a USEPA certified Renovation, Repair and Painting (RRP) contractor.

E. All lead-based paint hazard control work shall be conducted in compliance with all Federal, State and local regulations. Specifically, work shall conform with The Department of Housing and Urban Development (HUD) Guidelines For the Control and Evaluation of Lead Based Paint in Housing, The United States Environmental Protection Agency (USEPA), The State of Connecticut Department of Public Health (DPH) Lead Poisoning Prevention and Control Regulations, The State of Connecticut Department of Environmental Protection (DEP) Hazardous Waste Disposal regulations and the Department of Labor Occupational Safety and Health Administration (OSHA) Lead in Construction Final Rule 29 CFR 1926.62.

1.3 SCOPE OF WORK

SEE ATTACHED TABLE A FOR SCOPE OF WORK.

REPAIRS PRIOR TO LEAD HAZARD REDUCTION					
Item #	Location	Component	Side	Quantity	Repair
NONE					

1.4 SITE EXAMINATION

A. The Contractor shall visit the site and examine all structures located thereon. The specifications shall be compared with the existing field conditions. The Contractor will examine all parts of the existing structure to which new work will be connected, attached or applied, and notify Eagle Environmental of any conditions detrimental to the proper and timely completion of the work.

B. The Contractor shall, as a part of their bid, notify Eagle Environmental of any discrepancies, errors, or omissions that might have been discovered in the specifications for the purpose of making such corrections or adjustments as may be necessary. Unless specifically noted otherwise in the bid, any additional work by other trades or by the contractor that is required in order for the Contractor to finish the job will be assumed to be included in the bid price. If it should appear that any work called for in the specifications is not in accordance with State, local or federal laws or ordinances, the Contractor shall immediately notify Eagle Environmental.

1.5 LEAD PLANNER/PROJECT DESIGNER INFORMATION

A. Name of Planner/Project Designer: Kristen Liljehult
Certificate Number: 002153
Firm: Eagle Environmental, Inc.
Address: 8 South Main Street
City: Terryville State: Connecticut Zip: 06786
Telephone Number: (860) 589-8257

1.6 INSPECTION REPORT INFORMATION

A. Inspector Name: Kristen Liljehult
Title: Lead Inspector/Risk Assessor
Certificate Number: 002206
Firm Name: Eagle Environmental, Inc.
Firm License Number: 001723
Telephone Number: (860) 589-8257

B. Inspector Name: Andrew Carnevale
Title: Lead Inspector/Risk Assessor
Certificate Number: 002247
Firm Name: Eagle Environmental, Inc.
Firm License Number: 001723
Telephone Number: (860) 589-8257

1.7 OWNER INFORMATION

A. Name: Pamela Branch
Address: 107-109 Pendleton Street, 2nd Floor
City: New Haven State: Connecticut Zip: 06511
Home Telephone: (203) 389-0485

1.8 CONTRACTOR INFORMATION

A. Company Name: USEPA Certified RRP Contractor
Contractor License Number: Not applicable at this time
Contact Person: Not applicable at this time

Address: Not applicable at this time
City: N/A State: N/A Zip: N/A
Telephone Number: N/A

1.9 APPLICABLE CODES

A. The Contractor shall be solely responsible for conducting this project and supervising all work in a manner which will be in conformance with all federal, state and local regulations and guidelines pertaining to lead paint abatement. Specifically, the Contractor shall comply with the requirements of the following:

1. Occupational Safety and Health Administration: OSHA

   a. 29 CFR 1910 General Industry Standards
   b. 29 CFR 1910.1025 Lead Standard for General Inventory
   c. 29 CFR 1910.134 Respiratory Protection
   d. 29 CFR 1910.1200 Hazard Communication
   e. 29 CFR 1910.245 Specifications for Accident Prevention (Sign and Tags)
   f. 29 CFR 1926.62 Construction Industry Standard

2. State of Connecticut Department of Energy and Environmental Protection: DEEP

   a. Connecticut DEEP Regulations (Section 22a-209-8(I) and Section 22a-220 of the Connecticut General Statutes)

3. State of Connecticut Department of Public Health: DPH

   a. 19a-111-1 thru 19a111-11 Lead Poisoning Prevention and Control Regulations.

4. USEPA

   a. 40 CFR 745.100 - .119 Final Rule
   b. 40 CFR Part 261 United States Environmental Protection Agency
   c. 40 CFR 745 Subpart E

5. Department of Housing and Urban Development: HUD

   a. Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing, dated June 1995.
   b. 24 CFR Part 35 Lead-Based Paint Poisoning in Certain Residential Structures.

1.10 FEES, PERMITS AND LICENSES

A. The Contractor shall comply with the provisions of all permits or applications required by the work specified, as well as make all submittals required under those auspices.

1.11 SEQUENCING AND SCHEDULING

A. The Contractor shall extend full cooperation to Owner in all matters involving the use of Owner's facilities. At no time shall the Contractor cause or allow to be caused conditions which may cause risk or hazard to the general public or conditions that might impair safe use of the facility. The Contractor shall provide electricity, water and portable sanitary facilities for this project.

B. The Contractor shall submit a time-line schedule, not date specific, to Owner and Consultant for integration into the overall project schedule. Coordinate the work of this section with the needs of the Owner. Phasing and scheduling of this project will be at the discretion of the Owner and shall not proceed in any area without the express consent of the Owner. The Contractor shall be available within 24 hours' notice for additional work or rework, if after acceptance of the work, it is found that full abatement was not achieved from the initial work effort as determined by the Owner.

C. The proposed time line for the work in this Section, as noted above, shall show the time involved from start to finish of abatement operations, including preparation, removal, clean-up, and tear-down portions of the job.

D. A final written schedule shall be prepared for approval by the Owner and the Consultant.

E. The Contractor shall complete all work in a unit prior to proceeding to the next unit.

1.12 BUILDING OCCUPANCY

A. The lead hazard control work shall be completed within the interior of each unit within one (1) eight hour work shift. The tenants shall not be permitted in the units during the work. The building is currently occupied with the exception of the first floor.

1.13 NOTIFICATION TO CONNECTICUT COMMISSION ON CULTURE & TOURISM

A. Notification to the Connecticut Commission on Culture & Tourism has been made and there is no effect on this project.

1.14 NOTIFICATIONS

A. The Contractor shall provide written notification to the Architect's representative a minimum of five (5) days prior to work at the site.

B. The Owner shall notify the tenants a minimum of five (5) days prior to any lead renovation work.

C. The Contractor is required to comply with the following information distribution requirements. No more than 60 days before beginning renovation activities in any residential dwelling unit of target housing, the firm performing the renovation must:

D. Provide the owner or adult occupant of each unit the pamphlet titled Renovate Right: Important Lead Hazard Information for Families, Child Care Providers and Schools and comply with one of the following:

E. Obtain, from the owner, a written acknowledgement that the owner has received the pamphlet (Each Unit).

F. Obtain a certificate of mailing at least 7 days prior to the renovation.

G. If the Contractor is unsuccessful in obtaining written acknowledgement from an adult occupant, certify in writing that the pamphlet has been delivered to the dwelling. The certification must include the date and method of delivery of the pamphlet, names of the persons delivering the pamphlet, reason for lack of acknowledgement, signature of the representative of the Contractor performing the lead renovation work and the date of signature.

H. The Contractor shall have an adult occupant sign the Pre-Renovation Disclosure Form. A signed copy of the disclosure form shall be submitted to Architect's representative with the notice of the start date.

1.15 EPA RENOVATE, REPAIR AND REPAINTING RULE

A. The Contractor must apply, pay the fee and become an EPA Certified RRP firm.

B. The Contractor must ensure that that all renovators working in target housing and child occupied facilities, common areas or exteriors are EPA certified renovators or trained by a certified EPA renovator. Renovators can become certified by successfully attending an Eight (8) hour RRP EPA accredited training course.

C. The Contractor must provide all tenants with a copy of EPA's Renovate Right: *Important Lead Hazard Information for Families*, Child Care Providers and Schools pamphlet no earlier than sixty (60) days prior to the date renovation activities are to be performed.

D. The Contractor shall have an adult occupant sign the Pre-Renovation Disclosure Form. A signed copy of the disclosure form shall be submitted to the Architect's representative with written notice within five days of the commencement of the work.

E. The Contractor shall review the testing results and become familiar with the locations of lead-based paint within the scope of the tested areas. The Contractor must assume that all untested painted surfaces are lead-based paint unless inspected by a licensed lead inspector/risk assessor or tested with an EPA approved lead testing kit and proven otherwise.

F. The Contractor is required to ensure renovators minimize lead paint/dust exposure by performing activities in a lead safe manner See Sections 3.1 through 3.4 in this document for requirements, including posting of lead warning signs in plain view of the occupants.

G. The Contractor shall ensure all sub-contractors performing renovation activities on assumed lead-based paint above the EPA de minimus level are EPA RRP certified firms and employees are EPA certified renovators or trained by a certified EPA RRP renovator. The Contractor shall document the firm's and renovator's certification numbers.

H. The Contractor shall provide documentation to include:

1. The Contractor's EPA RRP Firm Certification Number.

2. The Contractor's EPA RRP Renovator's Certification Number.

3. Documentation that all other non-certified employees have been trained on RRP practices by an EPA RRP Certified Renovator.

4. The Contractor is required to keep all documents for a minimum of three (3) years.

1.16 INSURANCE

A. The contractors shall carry per General Conditions the following insurances:

1. Workman's Compensation

2. Lead Abatement Liability Insurance

3. Manufacturer's and Contractor's Liability Insurance

1.17 CONTRACT ASSIGNMENT

A. The contractor shall not assign this contract without written consent of the Program's representative. A request for written consent shall be approved by DOH. Eagle Environmental, Inc. must be informed prior to the assignment of this contract.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Deliver all materials in the original packages, containers, or bundles bearing the name of the manufacturer and the brand name and product technical description.

B. Damaged or deteriorating materials shall not be used and shall be removed from the premises.

C. Polyethylene sheet in a roll size to minimize the frequency of joints shall be delivered to job site with factory label indicating 6 mil.

D. Polyethylene disposable bags shall be six (6) mil. Tie wraps for bags shall be plastic, five (5) inches long (minimum), pointed and looped to secure filled plastic bags.

E. Tape or adhesive spray will be capable of sealing joints in adjacent polyethylene sheets and for attachment of polyethylene sheet to finished or unfinished surfaces of dissimilar materials and capable of adhering under both dry and wet conditions.

F. 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.)

G. HEPA filtered exhaust systems shall be used during any dust generating deleading operations.

H. For manual scraping activities, Contractor shall supply each worker with multiple newly sharpened scrapers on a daily basis.

I. Sanders, grinders, wire brushes and needle gun removal equipment shall be equipped with a HEPA filtered vacuum dust pick-up system.

J. Other materials such as lumber, nails and hardware necessary to construct and dismantle the decontamination enclosures and the barriers that isolate the work area shall be provided as appropriate for the work.

K. Machine Sanding Equipment - Sanders shall be of the dual action, rotary action, orbital or straight line system type, fitted with a high efficiency particulate air (HEPA) dust collection system.

L. Air compressors utilized to operate this equipment shall be designed to continuously provide 90 to 100 psi or as recommended by the manufacturer.

M. Heat Blower Gun Equipment: Any electric operated heat-blower gun used shall be a flameless electrical-paint-softener type. Heat-blower shall have electronically controlled temperature settings to allow usage below a temperature of 700 degrees Fahrenheit.

N. Liquid encapsulants used on this project shall be an approved encapsulant by the State of Connecticut Department of Public Health.

O. Paints and primers shall contain less than 0.06% lead in wet film.

2.2 REPLACEMENT AND COVERING MATERIALS

A. Unless stated otherwise, all replacement materials/products, shall meet the minimum code requirements for such applications.

B. All materials shall have Energy Star ratings where applicable.

C. Paints and primers must be less than or equal to the following VOC levels: Flats 50 g/L; non-flats 50 g/L; floor paint 100 g/L. Grams per Liter (g/L) levels are based on a combination of the Master Painters Institute (MPI) and Green Seal standards.

D. All caulks, sealants and adhesives must comply with Rule 1168 of the South Coast Air Quality Management District. All caulks, sealants must comply with regulation8, rule 51 of the Bay Area Quality Management District.

E. Unless stated otherwise, replacement windows, doors and other materials and products shall be of equal or better quality of those specified in this Lead-Based Paint Hazard Control Plan.

F. Exterior Entrance Doors

1. Unless otherwise noted, new exterior doors must be 1 ¾" thick 24 gauge thermally broken galvanized and bonderized steel insulated core doors, with an adjustable sill, magnetic weather stripping, and 1 ½ pair 3 ½ x 3 ½ loose pin butt hinges, use Thermo-Tru Steel Foam Core Insulated Exterior Doors or approved equal.

2. Install single cylinder deadbolt plus passage set as manufactured by Schlage or equivalent. Provide owner with 2 keys for each lock.

3. Door shall be accurately cut and fitted to frames and must operate freely without binding. Insulate between doorjambs and rough opening with spun fiberglass prior to trimming the interior of the door.

G. Storm Doors

1. Existing storm/screen doors are to be re-hung or replaced with similar units. If re-hung, they must be fully operational.

H. Interior Doors

1. Unless otherwise noted, install 1 3/8" hollow core luan door manufactured by Brosco or equivalent.

2. If a hollow core door doesn't meet building and/or CT Fire Safety Code, install a door to meet code.

3. Shim doors plumb, level and square. New doors shall be installed in pine jambs with 1 pair of 3" loose pin butt hinges. Fasten doors to rough framing through shims with 10-penny finish nails. Trim out both sides of new doors with finger jointed casings to match existing. Glue miters before fastening trim to jamb and wall. Fasten trim to walls with 6-penny finish

nails and to jambs with 4-penny nails. Set heads of nails below surface of wood and fill with putty. Install passage set as manufactured by Schlage, Kwikset, Harlock or approved equal.

I. Wood Replacement Windows - Historic

1. Furnish and install new wooden sashes with full screens. Contractor must measure the bevel of the sill if it is different from 14 degrees. The bevel must be custom specified to manufacturer. Sashes shall have insulated double-glazing with non-corroding fiberglass screens in aluminum frames. Windows must have tilt in sashes, Low E glazing, and must comply with Emergency Escape requirement of the building code for all bedrooms. Grid pattern must match prior windows being replaced.

2. Windows shall be manufactured by Harvey, Weathershield, Marvin or equivalent. Submit for approval prior to ordering. Windows shall be installed in accordance with the manufacturer's recommendations.

3. Frames and sash shall be properly adjusted for tight closure and easy operation. Frames shall be thoroughly sealed at the interfaces with the walls prior to completion of finish work. Screw in and caulk edges to seal. Install jamb liners. Cut aluminum coil stock or vinyl to fit the window well.

4. Remove sashes from opening; disconnect weights and pullys from lower sash and salvage. Then scrape window glazing compound and remove glazing points and glass, use a mild paint removal product and conditioner for wood. Install glass panes and glazing with points as well as pully and weight system. Jamb liners and aluminum coil stock shall be installed in opening then window sashes. Window sashes shall not be installed until XRF testing is performed.

J. Vinyl Replacement Windows

1. Furnish and install new rigid vinyl replacement windows with 5/8" Low E double-pane insulating glass and non-corroding half-height lockable fiberglass screens in aluminum frames. Windows must have tilt in sashes, welded frames, cam and sash locks, and must comply with Emergency Escape requirement of the building code for all bedrooms.

2. Windows shall be manufactured by Harvey (Classic Series), Viking, Mercury-Excellum, NorthEast (DH 100) or equivalent. Windows shall be installed in accordance with the manufacturer's recommendations.

3. Frames and sash shall be properly adjusted for tight closure and easy operation. Frames shall be thoroughly sealed at the interfaces with the walls (inside & out) prior to completion of finish work.

K. Basement Vinyl Replacement Windows

1. Remove and discard as lead waste any leaded basement windows.

2. Furnish and install new vinyl replacement basement windows manufactured by Harvey, Viking, Mercury-Excellum or equivalent. Windows shall be installed in accordance with the manufacturer's recommendations.

L. Vinyl Siding

1. Siding shall be of first quality manufactured by Vipco, Certainteed, or equivalent. Color by Owner. Provide 50-year warranty. Apply Amocor XP38 fanfold insulation board or equivalent, following the manufacturer's instructions to enclose lead paint.

2. Replace lead-based paint containing components of attic vents or combination gable and soffit vents to meet ventilation requirements for roof and attic areas.

3. Install vinyl siding and aluminum or vinyl wrapped trim following manufacturer specifications.

M. Exterior Porch Flooring

1. Tongue & Groove flooring, if specified or requested as an Alternate, is to be 5/4" Fir or ¾" Mahogany. When Plywood is specified, materials to be ½" Exterior Grade Plywood.

2. Include edge moldings to cover any exposed leaded materials. Caulk all seams. Prime & paint using sand or other non-slip additive.

N. Interior Porch Flooring

1. When specified, material to be ¼" luan.

2. Include edge moldings to cover any exposed leaded materials. Caulk all seams.

O. Radiator Covers

1. Radiators must be restored to a sound substrate using high heat paint before the cover is installed.

2. Radiator covers must be removable (for example by unscrewing a bracket) in case repairs are necessary. The cover must be a professionally manufactured radiator cover or be made using metal grille mounted in a pine frame. Note that heat must be able to rise through the top as well. Plywood is not acceptable for use in radiator covers.

P. Sheetrock and wood enclosure materials shall meet current code requirements for such products and specified applications.

Q. Overhead Garage Doors

1. Furnish and install new overhead garage doors (number required to replace those removed) and any and all tracks, rails, springs, hardware, etc. to make operational. Hardware should include an outside handle and keyed lock for each door installed. The doors must be three-layer pressure bonded construction (steel + insulation + steel) construction. Standard Colors – Owner to choose any standard color available from Manufacturer. Warranty must be a minimum of 20 years from Manufacturer.

2. Manufacturer to be Clopay or equal and meet Clopay's Premimum Series specifications or equal. No automatic openers are to be included. If, however, the existing Overhead door units being replaced have automatic openers, contractor to reuse and make operable or replace with new unit(s).

3. Submittal of Manufacturers catalog cuts with all pertinent information, including warranty information, to be submitted to Waterbury Health Department and Owner for approval prior to placing order.

PART 3 - EXECUTION

3.1 WORKER HYGIENE PRACTICES

A. Workers shall don protective gear prior to entering work area including respirators, disposable coveralls, and footwear. No street clothes shall be permitted to be worn under protective clothing. The Contractor shall provide a clean area for workers to store street clothes and personal belongings.

B. Eye protection, head protection, and ear protection shall be provided to each worker.

C. While leaving respirators on, workers shall remove all gross contamination, debris, and dust from disposable coveralls and remove coveralls and footwear and place in hazardous waste disposal bag prior to leaving work area.

D. The Contractor shall establish a wash station in close proximity to the work area where workers shall decontaminate their person. The wash station shall be supplied with warm water and soap and an ample supply of drying towels. Wash water shall be tested for proper disposal.

E. All equipment used by workers inside the work area shall be wet wiped or bagged for later decontamination before removal from work area.

F. The Contractor is responsible for using safe procedures to avoid electrical hazards. All temporary electrical wiring will be protected by GFIs.

3.2 WORK PRACTICE STANDARDS

A. Occupant Protection

1. The Contractor must post signs clearly defining the work area and warning occupants and other persons not involved in renovation activities to remain outside of the work area. Signs must be in the primary language of the occupants. Sings must be posted before beginning the renovation and must remain in place and readable until the renovation and post-renovation cleaning verification has been complete.

B. Work Area Containment

1. Before beginning renovation, the Contractor must isolate the work area from the non-work area so that no dust or debris leaves the work area while the renovation is being performed. The Contractor must maintain the integrity of the containment by ensuring that polyethylene sheeting is not torn or displaced. The containment must be installed in a manner that does not interfere with occupant and worker egress in the an emergency.

2. Interior containment shall consist of the following minimum requirements:
   a. Remove all objects from the work area, including furniture, rugs, window coverings and tenants belongings.
   b. Cover non-moveable objects with plastic sheeting.
   c. Cover all duct openings, vents, diffusers with plastic sheeting and seal with tape.
   d. Close windows and doors in the work area. Cover door openings between the work area and non-work area with plastic sheeting. Create a flapped opening with

plastic sheeting where workers enter/exit the work area.

e. Cover the floor surface with taped down plastic sheeting. Plastic sheeting must extend a minimum of six feet past the perimeter of the surface being renovated. Floor sheeting may stop at vertical containment barriers, where installed.

f. Vertical containment barriers that isolate the work area from the non-work area shall extend from the floor to the ceiling and shall be sealed with tape.

3. Exterior containment shall consist of the following minimum requirements.

a. The Contractor shall close all doors and windows within twenty feet of the renovation work. On multi-story buildings, close all doors and windows within twenty feet of the renovation on the same floor as the renovation, and close all doors and windows on all floors below that are the same horizontal distance from the renovation.

b. Create a flapped opening over door opening that will be used during the work to prevent dust and debris from leaving the work area.

c. Cover the ground with plastic sheeting extending a minimum of ten feet beyond the perimeter of surfaces being renovated or a sufficient distance to collect falling paint chips and debris.

d. Cover all shrubbery, plantings, stoops, etc. with opaque tarps, which will prevent damage or burning from the sun.

e. Regulate the exterior work area with lead-warning tape. The lead warning tape shall extend around the perimeter of the work area creating a minimum of a ten (10)-foot buffer zone between renovation activities and the warning tape.

f. Utilize vertical barriers at property lines when the property line is within ten feet of the renovation work. The vertical barriers shall protect the adjacent property from paint chips, dust and debris.

g. Post lead renovation warning signs around the perimeter of the work area.

3.3 LEAD HAZARD REDUCTION PROCEDURES

A. Window Removal and Replacement Procedures (Where Required)

1. The Contractor shall conduct work area preparation as specified in Sections 3.1 and 3.2 prior to conducting renovation activities.

2. The Contractor shall HEPA vacuum any loose or flaking paint from the component prior to removing the component.

3. The Contractor shall manually remove the window sashes in the following sequence:

4. Remove exterior window screens/storms where necessary and recycle

5. Remove window stops (Save for re-use)

6. Remove inner sash by cutting sash cords

7. Remove wood parting beads

8. Remove outer sash by cutting sash cords

9. Stabilize all loose paint on window jambs, wells and exterior sills. HEPA vacuum window jambs, wells and exterior sills.

10. The Contractor shall Remove window sash weights from cavities and insulate the entire cavity of the window jambs and header with insulation prior to or after window installation. If the Contractor chooses to use spray foam insulation, the MSDS must be provided to SAMA and Architect for approval prior to use.

11. Following Architect specifications for detailed requirements on window removal and replacement procedures.

B. Door Removal and Replacement Procedures (Where Required)

1. The Contractor shall conduct work area lead hazard reduction preparation as specified in Sections 3.1 and 3.2 prior to conducting renovation activities.

2. Where doors are to be replaced, remove the door from the hinges and remove the hinges from the jamb. Avoid damaging the existing jamb if it is to remain. If jamb and frame are to be replaced, remove door system in its entirety and avoid damaging adjacent surfaces that are to remain.

3. Reinstall the new door, hinges and appropriate hardware. Ensure the door is plumb and open and closes smoothly.

4. All doors shall be accurately cut and fitted to frames and must operate freely without binding.

5. For entry doors, insulate between the door jambs and rough opening with spun fiberglass prior to trimming the interior of the door.

6. Follow Architect specifications for detailed requirements on door removal and replacement procedures.

C. Enclosure Procedures (For surfaces that will be enclosed with aluminum coil stock, vinyl siding, vinyl soffit, gypsum board or other rigid materials) (Where Required)

1. The Contractor shall conduct work area lead hazard reduction preparation as specified in Sections 3.1 and 3.2 prior to conducting renovation activities.

2. The Contractor shall stabilize all loose paint on components prior to enclosure. Paint stabilization shall include HEPA vacuuming and wet scraping. Any required sanding must be done using dust collection equipment attached to sanding device with HEPA filtration.

3. Follow Architect specifications for detailed requirements on enclosure procedures.

D. Paint Stabilization Procedures (For surfaces that require re-painting) (Where Required)

1. The Contractor shall conduct work area lead hazard reduction preparation as specified in Sections 3.1 and 3.2 prior to conducting renovation activities.

2. Lightly mist the surface to be stabilized with water. Wet scrape the surface with a drag scraper or putty knife to remove the loose paint. Continuously mist during scraping. Do not dry scrape.

3. Feather paint edges as necessary to remove high spots in paint that may be subject to future peeling.

4. Remove all raised paint edges that may be present on surfaces or components.

5. Surface contaminants that prevent adhesion should be removed by cleaning with a lead cleaning detergent. These contaminants generally include dirt, grease, and soap films.

6. Once all loose paint is removed, clean the surface with a detergent and water solution.

7. Wet wipe the surface with clean water. Allow to dry, prime and repaint.

E. Paint Removal Procedure (For paint that requires removal from a substrate) (Where Required)

1. Complete all necessary work area preparation in each area prior to commencing abatement in that area.

2. Conduct on-site paint removal utilizing one of the following approved methods or combinations thereof:

3. Heat gun (not to be operated over seven hundred (700) degrees F)

4. Power equipment with attached HEPA dust collection device

5. Chemical removal agent

6. Remove all layers of paint and or primers down to a bare substrate. The Contractor is responsible for removing paint to an acceptable condition suitable to the Architect.

F. Component Removal Procedure (Where Required)

1. The Contractor shall conduct work area lead hazard reduction preparation as specified in Sections 3.1 and 3.2 prior to conducting renovation activities.

2. Remove nails, screws or other fasteners to facilitate removal of component. Minimize breakage of component during removal.

3. Score paint seams between component scheduled for removal and components scheduled to remain with razor knife to prevent back-peeling.

4. Use flat bars, pry bars or other fulcrum type devices to carefully remove components. Where cutting is required, all saws shall be equipped with HEPA dust collection devices.

5. Avoid damaging substrates which are scheduled to remain.

6. Containerize waste in appropriate waste disposal receptacles.

G. Specialized Cleaning Procedures

1. Complete all necessary work area preparation in each area prior to commencing renovation activities in that area.

2. Follow the cleaning procedure described below for hard smooth or semi-porous surfaces:

   a. Conduct a thorough HEPA vacuuming of the surface.
   b. Wash the floor with a string mop equipped with wringer. Use a lead detergent solution. Wring the mop into an empty bucket after each cleaning and before

dipping the mop back into the cleaning solution.

c. Conduct a clean rinse mopping on the floor.
d. Conduct a second HEPA vacuuming of the surface.

3. Follow the cleaning procedure described below for area rugs:

   a. HEPA vacuum the top side of the rug for one (1) minute per ten (10) square feet.
   b. Fold the rug in half and HEPA vacuum the back side of the rug and underlying floor at a rate of one (1) minute per ten (10) square feet.
   c. Repeat Step 2 for the other half of the rug.
   d. Unfold the rug and HEPA vacuum the top at a rate of two (2) minutes per ten (10) square feet.

4. Follow the cleaning procedure described below for carpet:

   a. HEPA vacuum the carpet at a rate no faster than two (2) minutes per ten (10) square feet. Vacuum in a side-to-side motion.
   b. HEPA vacuum the carpet in the opposite direction at a rate no faster than 2 minutes per 10 square feet. Vacuum in a side-to-side motion.
   c. All HEPA vacuums must have a beater bar for carpeted areas.

3.4 CLEANING

A. Interior

1. The Contractor shall ensure that all tools and materials are adequately cleaned at the completion of each shift.

2. The Contractor shall remove all gross waste from the renovation area prior to conducting final cleaning operations.

3. The Contractor shall thoroughly HEPA vacuum all flat surfaces and components including polyethylene sheeting within and or adjacent to the renovation work area and all surfaces outside the work area within two feet of the renovation area.

4. The Contractor shall remove polyethylene sheeting from floors and non-moveable objects following the initial cleaning. Polyethylene sheeting shall be folded inwards from the corners and folded upon itself.

5. The following final cleaning shall be conducted following removal of polyethylene sheeting in the following manner from higher to lower:

   a. HEPA vacuum and or wet wipe all walls started from the ceiling down.
   b. HEPA vacuum all remaining surfaces and objects in the work including but not limited to fixed objects, furniture, fixtures. Rugs must be HEPA vacuumed with a beater bar attachment.
   c. Wipe all remaining surfaces and objects in the work area with a damp cloth, excluding rugs and upholstered furniture.
   d. Mop floors using a two bucket process keeping the wash water separate from the rinse water.
   e. Conduct second HEPA vacuuming on floors and horizontal surfaces.

3.5 FINISH WORK AND WORKMANSHIP

A. Refer to the project Architect's specifications for finish work and workmanship requirements.

3.6 DISPOSAL OF WASTE MATERIALS

A. The Contractor shall perform the following:

1. Work with Owner to see that waste is disposed of according to local, state and federal law and regulations and at the minimum practical cost.

2. All waste should be considered hazardous lead waste. The Contractor is responsible for proper disposal of all waste generated during the project.

3. All primary waste materials generated during lead hazard reduction, i.e. windows, doors, wood components, plaster, etc. shall be characterized for proper disposal utilizing the TCLP method. The cost associated with the TCLP sampling and analysis shall be the responsibility of the Contractor.

4. All secondary waste materials generated during lead hazard reduction, i.e. disposable clothing, polyethylene sheeting, waste water, etc., shall have confirmatory TCLP testing to determine waste characterization. This testing shall be performed and paid for by the Contractor.

5. The Lead Abatement Contractor shall comply with the requirements for small quantity generators (generates between one hundred (100) kg and one thousand (1000) kg of hazardous waste in a month or accumulates no more than one thousand (1000) kg of hazardous waste on-site at any one time and stores waste for no greater than ninety (90) days).

6. The Contractor shall ensure that all hazardous waste generated is sent off-site to permitted hazardous waste treatment, storage, or disposal facilities (TSDF).

7. The Contractor shall use DEEP permitted transporters for transport of hazardous waste.

8. The Contractor shall apply for a temporary EPA identification number, where applicable. Hazardous waste manifests must be utilized which bear this I.D. number.

9. The Contractor must comply with hazardous waste containerization requirements including but not limited to maintaining the containers in good condition, keeping containers closed and locked while in storage, properly labeling and dating containers, and using containers which are DEEP approved for over the road use.

10. The Contractor shall develop a written inspection schedule to inspect any containers of hazardous waste at least weekly.

11. The Contractor must designate an emergency coordinator who will be responsible for coordinating emergency response measures. Basic emergency information must be listed in writing, and posted next to the on-site telephone. This information must include the name and number of the emergency coordinator.

12. The Contractor must develop a written contingency plan for the site, which describe actions personnel will take in response to fires or other emergencies that may result in a release of hazardous waste constituents. The plan must meet certain content requirements and copies of the plan must be submitted to certain local emergency response officials.

13. The Contractor must provide written notification to local fire departments and/or police regarding the location, nature, and duration of the lead-removal project, and regarding the type and quantity of hazardous waste that may be stored at the site.

14. The Contractor must train their employees in hazardous waste management. They must maintain certain documentation regarding their training program, including the names, job titles, and job descriptions of the employees involved with hazardous waste management, a written description of the training that is given, and records documenting that employees have been trained. Annual updates of training must also be given.

15. The Contractor may not store hazardous waste on-site for greater than ninety (90) days without a TSDF permit.

16. Before leaving the site for the last time, the Contractor must remove any remaining hazardous waste and must decontaminate any equipment, storage areas, structures, soil, etc. contaminated as a result of the removal or storage of the hazardous waste generated at the site.

B. Contractor and Owner shall comply with the following:

1. Contractor agrees to assume responsibility of all waste. However, if total project waste is ten (10) cubic yards or less, Owner may agree to assume responsibility for all lead containing waste by signing an agreement to accept and properly dispose of the waste. Contractor agrees to place the lead containing waste in a location designated by Owner and under conditions that do not contaminate the ground or area around the lead containing waste.

2. The Owner shall promptly remove waste from site and dispose of in accordance with all applicable laws.

3. The Owner shall designate a secure area where waste can be stored and is not subject to exposure to inclement weather, tampering or contamination of surrounding area(s).

3.7 POST RENOVATION CLEANING VERIFICATION

A. The Certified Renovator must perform a visual inspection to determine whether dust, debris or residue is still present. If present, the renovation area shall be re-cleaned following the specified cleaning procedures.

B. Contractor cleaning verification cloths will not be used for this project. Dust sampling by the Program's Consultant shall be performed in each interior area where lead-hazard reduction work was performed. This includes specialized cleaning procedures.

C. The following criteria must be met for final clearance dust wipe samples where renovation work is performed:

1. Floors: 40ug/ft²

2. Window Sills: 250ug/ft²

3. Window Wells: 400ug/ft²

D. Clearance dust wipe samples that fail shall be re-cleaned at the Contractor's expense until dust wipe sampling meets the applicable criteria.

3.8 RECORDKEEPING

A. The Contractor must retain and, if requested, make available to EPA all records necessary to demonstrate compliance with the RRP Rule for a period of 3 years following completion of the renovation.

B. The Contractor must retain the following records and provide a copy to Architect's representative at the completion of the project:

1. Records or reports certifying that a determination had been made that lead-based paint was not present on components affected by the renovation including reports by a State of Connecticut licensed Lead Inspector, records by a Certified Renovator after using EPA-recognized test kits, including an identification of the manufacturer and model of any test kits used, a description of the components that were tested including their locations, and the results of each test kit used.

2. Signed and dated acknowledgement of receipt of notification dissemination of pamphlet.

3. Certifications of attempted delivery of pamphlet.

4. Certificates of mailing of pamphlet.

5. Records of notification activities performed regarding common area and child occupied facilities renovations.

6. Documentation of compliance that a certified renovator was assigned to the project, the certified renovator provided on-the-job training for workers used on the project, the certified renovator performed or directed worker who performed all the tasks, the certified renovator performed the post-renovation cleaning verification.

TABLE A
BID ITEMS SPECIFICATIONS SHEET
107-109 PENDLETON STREET NEW HAVEN, CONNECTICUT
PLEASE PROVIDE DETAILED COST PER UNIT INFORMATION

Item #	Area	Component	Side	Quantity	Abatement Method
FIRST FLOOR DWELLING UNIT					
1	All Rooms	Window sills, window wells, floors	A, B, C, D	All	Specialized cleaning
SECOND FLOOR DWELLING UNIT					
2	Bedroom 1 (002)	Window casings, window sills, window aprons, window stops	B	3 Openings	Paint Stabilize
3		Door jamb	D	1 Opening	Remove door, trim if necessary to assure no rubbing, then rehang door and paint stabilize jamb
4	All Rooms	Window sills, window wells, floors	A, B, C, D	All	Specialized cleaning
THIRD FLOOR DWELLING UNIT					
5	Hallway (007)	Walls	B, D	All	Patch where necessary and paint stabilize
6	All Rooms	Window sills, window wells, floors	A, B, C, D	All	Specialized cleaning
COMMON AREAS					
7	Rear Stair (003)	Wall (by first floor entry door)	B	All	Patch where necessary and paint stabilize
8	Basement (004)	Stair treads, risers, landings	-	All	Enclose with luan, install metal nosing and caulk seams
9		Closet door, door casing, door jamb, door stop (closet under stairs)	D	1 Opening	Remove door, trim if necessary to assure no rubbing, then rehang door and paint stabilize jamb
10		Door casing	A	1 Opening	Paint stabilize
11	All Rooms	Window sills, window wells, floors	A, B, C, D	All	Specialized cleaning
EXTERIORS					
12	Facades	Window sashes	A, B, C, D	15 Openings	Replace with vinyl replacement windows
13		Window wells and blindstops (of replacement wood window systems)	A, B, C, D	10 Openings	Paint stabilize
13A					Enclose well and blindstop with aluminum coil stock
14		Window casings, window sills, window blindstops	A, B, C, D	47 Openings	Paint stabilize
14A					Enclose with aluminum coil stock
15		Aluminum storm windows	A, B, C, D	All	Remove and recycle
16		Fixed decorative window sashes and trim	B	2 Openings	Paint stabilize
17		Basement window sashes and trim	B, C, D	11 Openings	Paint stabilize
18		Vented basement window opening	B-Center	1 Opening	Paint stabilize trim

TABLE A
BID ITEMS SPECIFICATIONS SHEET
107-109 PENDLETON STREET NEW HAVEN, CONNECTICUT
PLEASE PROVIDE DETAILED COST PER UNIT INFORMATION

Item #	Area	Component	Side	Quantity	Abatement Method
EXTERIORS (Continued)					
19	Facades	Clapboard and shingle facades, cornerboards, door trim, upper trim,	A, B, C, D	All	Paint stabilize
19A					Enclose with vinyl siding and aluminum coil stock
20		Entry double doors	A	1 Opening	Paint stabilize exterior side of doors
21		Door , door jamb, door jamb stop, door threshold	C	1 Opening	Replace with new pre-hung entry door system (2nd Floor out to porch)
22		Exposed door threshold	C	1 Each	Paint removal (3rd floor out to porch)
23		Kick plates	A, C	4 Each	Replace with new wood and prime and paint to match
23A					Replace with new wood and enclose with aluminum coil stock
24		Porch box beams, columns, rail tops	A, C	All	Paint stabilize
24A					Enclose with aluminum coil stock
25		Porch lower rail walls	A, C	All	Paint stabilize
25A					Enclose with vinyl siding
26		Porch ceilings	A, C	4 Each	Paint stabilize
26A					Enclose with vinyl soffit and aluminum coil stock
27		Porch floors	A-1, C-2	2 Each	Enclose with exterior grade plywood, install metal nosing at edges and caulk all seams
28		Lower brick support columns on 1st floor porch	C	All	Paint stabilize
29		Front porch lattice, lattic frame, skirtboard	A	All	Paint stabilize
30		Stored Door (unattached)	C	1 Each	Remove and dispose
31	Soils	Paint chips in soils	C, D	All	HEPA vacuum all paint chips including around garage area
32		Bare areas of soil along dripline	C	All	After paint chips are removed, install shrubbery, weed block and 4" of bark mulch or crushed stone
33		Bare areas of soil mid yard	C	All	Till bare areas of soil, plant new grass seed and cover with hay. Owner to water.
34		Garden	D	All	Install 2" of new top soil. Garden is only to be used for flowers or things that cannot be consumed.
"A" in Item # Column Indicates an Alternate Bid for that Line Item					

PROJECT ADDRESS: 107-109 Pendleton Street, New Haven, CT
PROJECT NUMBER: 14-028.12T6

WINDOW REPLACEMENT SCHEDULE				
Area	**Location of Windows to be Replaced (From the Interior)**	**Side**	**Window ID #**	**Unit Total**
Second Floor Dwelling Unit	Living Room (001)	A Left	OW-29	9
		A Center	OW-30	
		A Right	OW-31	
	Bedroom 1 (002)	B Left	OW-32	
		B Center	OW-33	
		B Right	OW-34	
	Dining Room (007)	D Left	OW-42	
		D Center	OW-43	
		D Right	OW-44	
Third Floor Dwelling Unit	Bedroom 2 (002)	B Left	OW-49	6
		B Center	OW-50	
		B Right	OW-51	
	Kitchen (005)	D Left	OW-55	
		D Center	OW-56	
		D Right	OW-56	
WINDOW TOTALS:			Full Sized: 15	

<u>*NOTE:</u> See attached photo log.
Pictures = Windows that were either sealed off, sealed shut or blocked by furniture, preventing friction points from being inspected.

CAPITOL STUDIOS ARCHITECTS

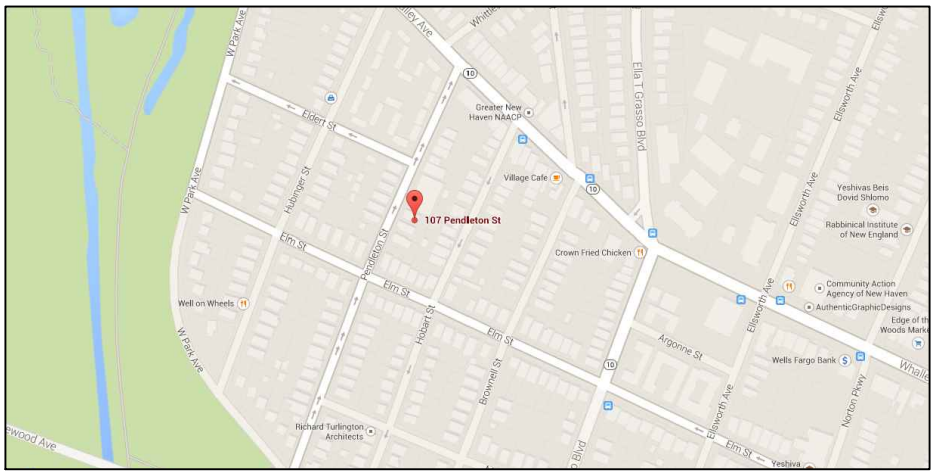
14-028.12T6

107-109 PENDLETON STREET
NEW HAVEN, CONNECTICUT

INDEX OF DRAWINGS

SP-1 SITE PLAN WITH SOIL SAMPLE LOCATIONS
FP-1 BASEMENT PLAN
FP-2 FIRST FLOOR PLAN
FP-3 SECOND FLOOR PLAN

LOCATION MAP



MAY 8, 2014

EAGLE Environmental, Inc.
8 SOUTH MAIN STREET, SUITE 3
TERRYVILLE, CONNECTICUT 06786
860-589-8257

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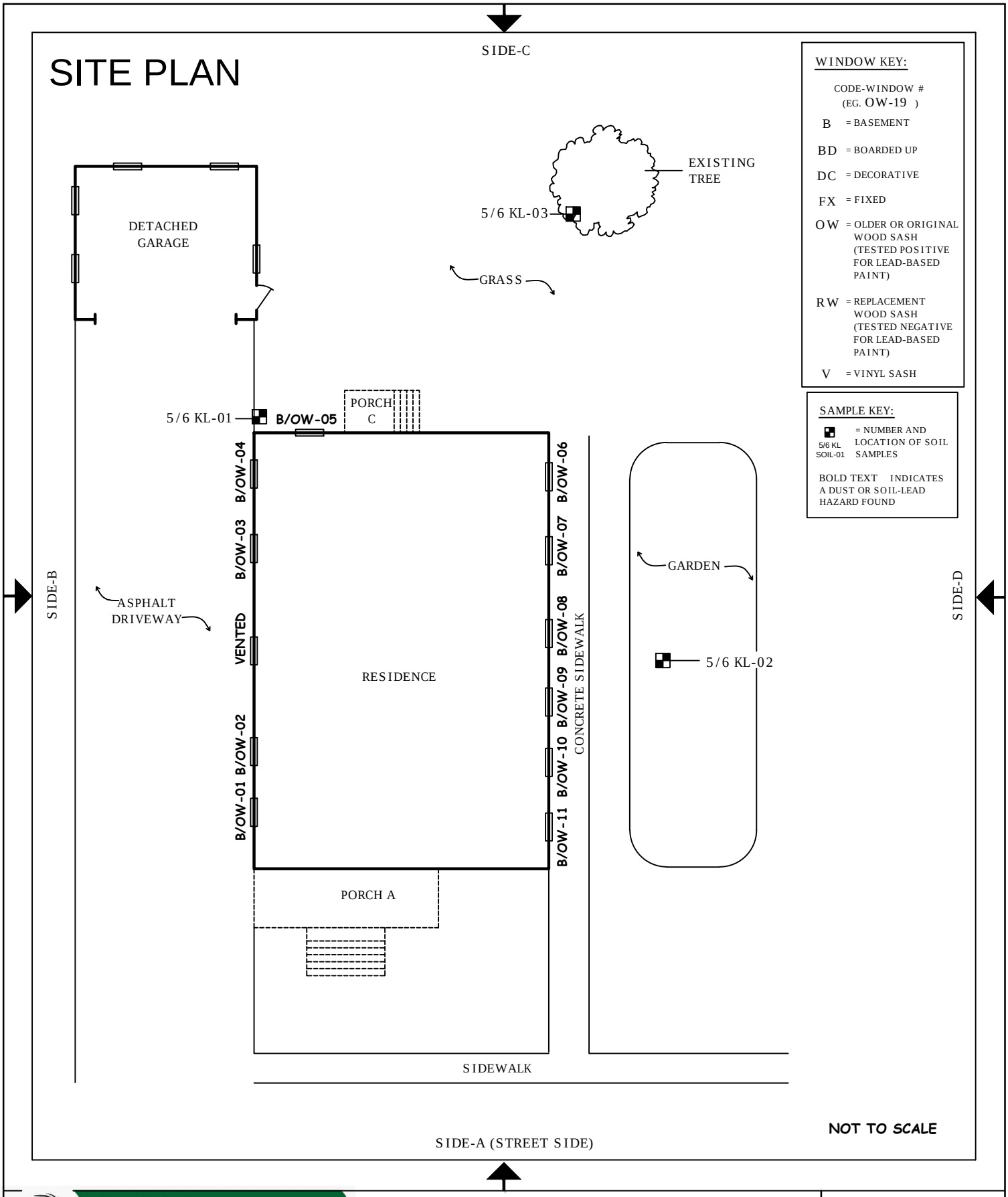
SITE PLAN



WINDOW KEY:

CODE-WINDOW # (EG. OW-19)

- B = BASEMENT
- BD = BOARDED UP
- DC = DECORATIVE
- FX = FIXED
- OW = OLDER OR ORIGINAL WOOD SASH (TESTED POSITIVE FOR LEAD-BASED PAINT)
- RW = REPLACEMENT WOOD SASH (TESTED NEGATIVE FOR LEAD-BASED PAINT)
- V = VINYL SASH

SAMPLE KEY:

- 5/6 KL SOIL-01 = NUMBER AND LOCATION OF SOIL SAMPLES

BOLD TEXT INDICATES A DUST OR SOIL-LEAD HAZARD FOUND

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8 SOUTH MAIN STREET, SUITE 3
TERRYVILLE, CONNECTICUT 06786
860-589-8257

SHEET NO.

SP-1

SHEET 1 OF 4

DATE: 05/08/14
PROJECT NO.: 14-028.12T6
DRAWN BY: VB
REVIEWED BY: AH

LEAD-BASED PAINT RISK ASSESSMENT
107-109 PENDLETON STREET
NEW HAVEN, CONNECTICUT
SITE PLAN WITH SOIL SAMPLE LOCATIONS

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BASEMENT

SIDE-C

WINDOW KEY:

CODE-WINDOW #
(EG. OW-19)

B = BASEMENT

BD = BOARDED UP

DC = DECORATIVE

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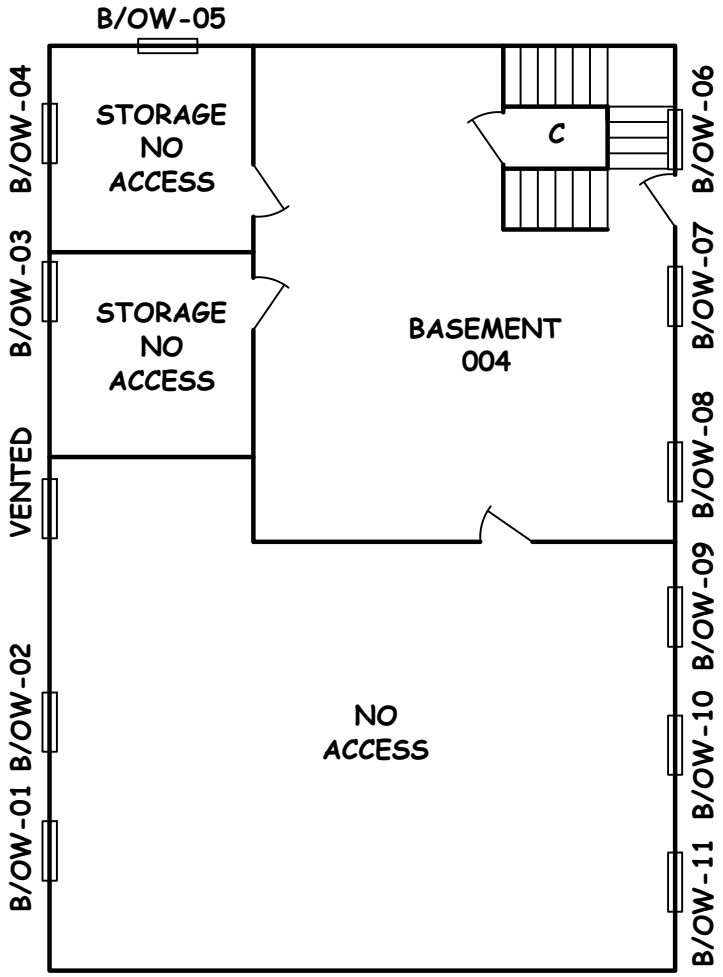
OW = OLDER OR ORIGINAL WOOD SASH (TESTED POSITIVE FOR LEAD-BASED PAINT)

RW = REPLACEMENT WOOD SASH (TESTED NEGATIVE FOR LEAD-BASED PAINT)

V = VINYL SASH



SIDE-B

SIDE-D

C = CLOSET EVALUATED WITH ADJACENT ROOM

COMMON AREAS INSPECTED SEPARATELY FROM UNIT PRINTED IN BOLD ITALICS

SIDE-A (STREET SIDE)

NOT TO SCALE

EAGLE Environmental, Inc.

8 SOUTH MAIN STREET, SUITE 3
TERRYVILLE, CONNECTICUT 06786
860-589-8257

SHEET NO.

FP-1

SHEET 2 OF 4

DATE: 05/08/14
PROJECT NO.: 14-028.12T6
DRAWN BY: VB
REVIEWED BY: AH

LEAD-BASED PAINT RISK ASSESSMENT
107-109 PENDLETON STREET
NEW HAVEN, CONNECTICUT
BASEMENT PLAN

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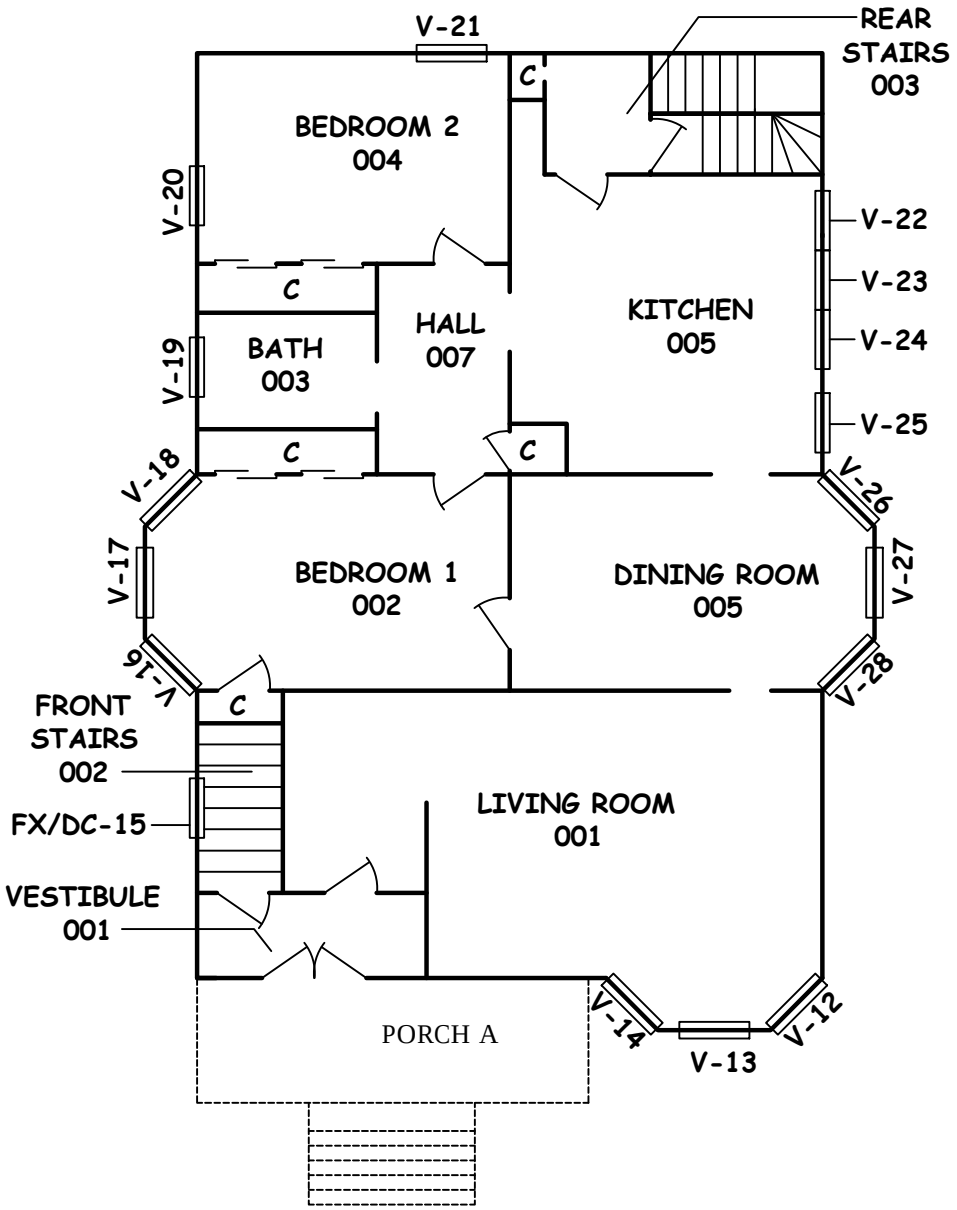
FIRST FLOOR

SIDE-C



SIDE-B

SIDE-D

WINDOW KEY:

CODE-WINDOW # (EG. OW-19)

B = BASEMENT

BD = BOARDED UP

DC = DECORATIVE

FX = FIXED

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RW = REPLACEMENT WOOD SASH (TESTED NEGATIVE FOR LEAD-BASED PAINT)

V = VINYL SASH

C = CLOSET EVALUATED WITH ADJACENT ROOM

COMMON AREAS INSPECTED SEPARATELY FROM UNIT PRINTED IN BOLD ITALICS

SIDE-A (STREET SIDE)

NOT TO SCALE

EAGLE Environmental, Inc.

8 SOUTH MAIN STREET, SUITE 3
TERRYVILLE, CONNECTICUT 06786
860-589-8257

DATE: 05/08/14
PROJECT NO.: 14-028.12T6
DRAWN BY: VB
REVIEWED BY: AH

LEAD-BASED PAINT RISK ASSESSMENT
107-109 PENDLETON STREET
NEW HAVEN, CONNECTICUT
FIRST FLOOR PLAN

SHEET NO.

FP-2

SHEET 3 OF 4

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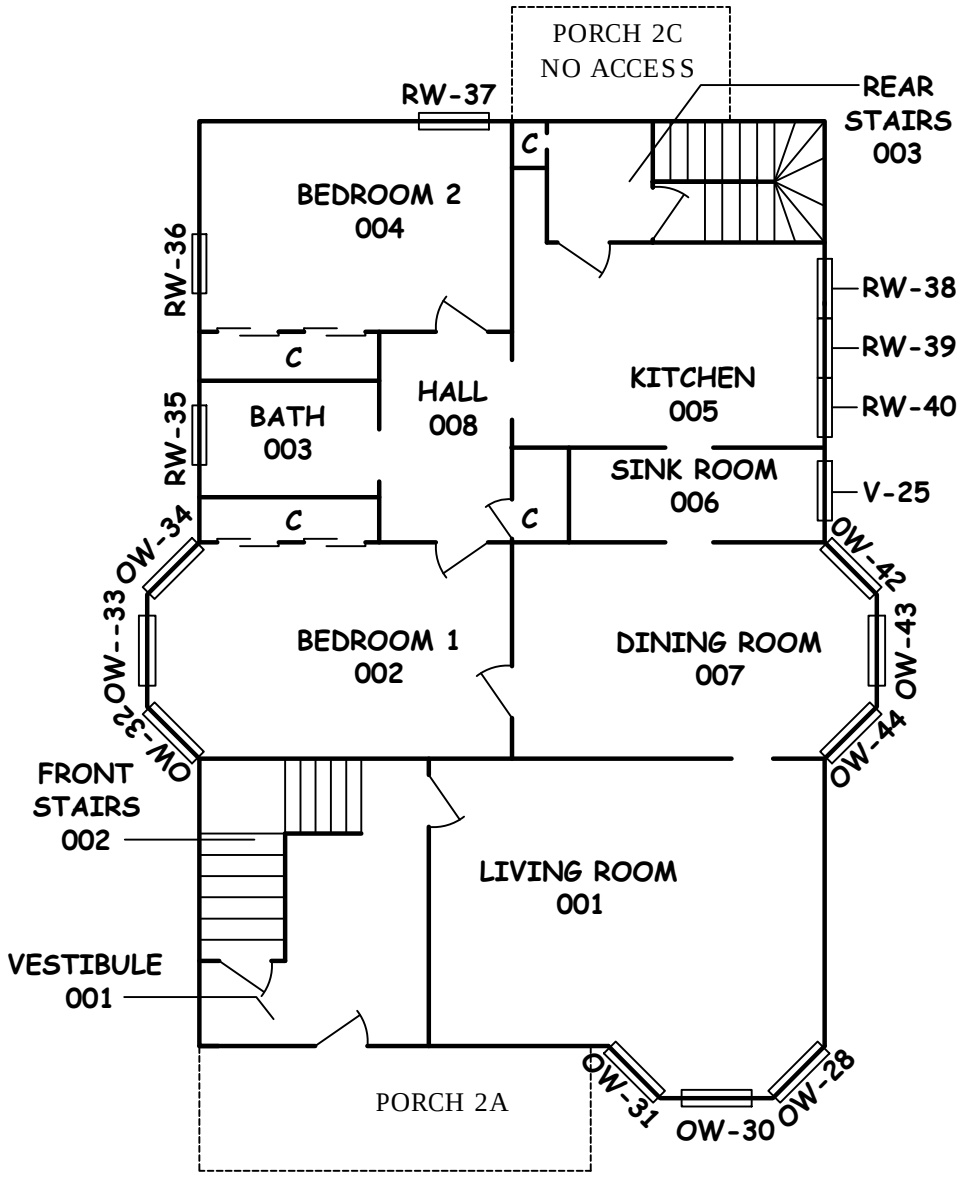
SECOND FLOOR

SIDE-C



SIDE-B

SIDE-D

WINDOW KEY:

CODE-WINDOW #
(EG. OW-19)

B = BASEMENT

BD = BOARDED UP

DC = DECORATIVE

FX = FIXED

OW = OLDER OR ORIGINAL WOOD SASH (TESTED POSITIVE FOR LEAD-BASED PAINT)

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V = VINYL SASH

C = CLOSET EVALUATED WITH ADJACENT ROOM

COMMON AREAS INSPECTED SEPARATELY FROM UNIT PRINTED IN BOLD ITALICS

SIDE-A (STREET SIDE)

NOT TO SCALE

EAGLE Environmental, Inc.

8 SOUTH MAIN STREET, SUITE 3
TERRYVILLE, CONNECTICUT 06786
860-589-8257

SHEET NO.

FP-3

SHEET 4 OF 4

DATE: 05/08/14
PROJECT NO.: 14-028.12T6
DRAWN BY: VB
REVIEWED BY: AH

LEAD-BASED PAINT RISK ASSESSMENT
107-109 PENDLETON STREET
NEW HAVEN, CONNECTICUT
SECOND FLOOR PLAN

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-END OF SECTION-

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SECTION 06100
ROUGH CARPENTRY

PART 1 - GENERAL

1.1 - RELATED DOCUMENTS

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

1.2 - WORK INCLUDED

A. All contractors are to review specifications and drawings for complete scope of work regarding their trade. This work is to include Base Bid items and Unit Price items.

B. Provide wood, nails, bolts, screws, framing anchors and other rough hardware, and other items needed, and perform rough carpentry, including sheathing installation, for the construction shown on the Drawings, as specified herein, and as needed for a complete and proper installation.

1.3 - RELATED WORK SPECIFIED ELSEWHERE

A. Section 07300: Fiberglass Based Asphalt Roof Shingles and accessories
B. Section 07900: Sealants

1.4 - REFERENCE STANDARDS

A. Codes and Standards:

1. In addition to complying with pertinent codes and regulations of governmental agencies having jurisdiction, unless otherwise specifically directed or permitted by the Architect comply with:

   a. "Product Use Manual" of the Western Wood Products Association for selection and use products included in that manual;
   b. "Plywood Specification and Grade Guide" of the American Plywood Association.
   c. State of Connecticut Basic Building Code-Appendix M, Recommended Nailing Schedule.
   d. Framing methods shall comply with the “Wood Frame Construction Manual for One- and Two-Family Dwellings” as published by the American Forest & Paper Association.

B. Requirements for all lumber:

1. Lumber shall be surfaced all four sides (S4S).

2. Maximum moisture content of rough framing lumber, 2" or less nominal thickness, shall be 19% at the time of delivery to the site.

3. All lumber exposed to weather, or within 12" of ground shall be pressure treated. Comply with AWPB LP 2.

1.5 - SUBMITTALS

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

1.6 - DELIVERY, STORAGE & HANDLING

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

B. Deliveries:

1. Stockpile materials sufficiently in advance of need to assure their availability in a timely manner for this Work.

2. Make as many trips to the job site as are needed to deliver materials of this Section in a timely manner to ensure orderly progress of the Work.

C. Compliance:

1. Do not permit materials not complying with the provisions of this Section to be brought onto or to be stored at the job site.

2. Promptly remove non-complying materials from the job site and replace with materials meeting the requirements of this Section.

D. Protection:

1. Deliver the materials to the job site and store, in a safe area, out of the way of traffic, and shored up off the ground surface.

2. Identify framing lumber as to grades, and store each grade separately from other grades.

3. Protect metals with adequate waterproof outer wrapping.

4. Use extreme care in off loading of lumber to prevent damage, splitting, and breaking of materials.

PART 2 - PRODUCTS

2.1 - GRADE STAMPS

A. Identify framing lumber by a grade-marked in accordance with The Western Wood Products Association, or such other grade stamp as is approved in advance by the Architect.

B. Identify plywood as to species, grade, and glue type by the stamp of the American Plywood Association.

C. Identify other materials of this Section by the appropriate stamp of the agency approved in advance by the Architect.

2.2 - MATERIALS

A. Provide materials in the quantities needed for the Work shown on the Drawings, and meeting or exceeding the following standards of quality:

1. Sheathing Plywood: C-C Ext-APA Group 1 with exterior glue, thickness as shown on the drawings or to match existing.

2. Sheathing tongue and groove - match existing for dimension and species.

3. Blocking, nailers, and other non-structural uses: Any species of structural lumber, construction grade or better.

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

2.3 - OTHER MATERIALS

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

PART 3 - EXECUTION

3.1 - SURFACE CONDITIONS

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

3.2 - WORKMANSHIP

A. Produce joints which are tight, true, and well nailed, with members assembled in accordance with the Drawings and with pertinent codes and regulations.

B. Selection of lumber pieces:

1. Carefully select the members.

2. Select individual pieces so that knots and obvious defects will not interfere with placing bolts or proper nailing, and will allow making of proper connections.

3. Cut out and discard defects which render a piece unable to serve its intended function.

4. Lumber may be rejected by the Architect, whether or not it has been installed, for excessive warp, twist, bow, crook, mildew, fungus, or mold, as well as for improper cutting and fitting.

C. Do not shim any framing component.

3.3 - GENERAL FRAMING

A. General:

1 . In addition to framing operation normal to the fabrication and erection indicated on the Drawings, install wood blocking and backing required for the work of other trades.

2. Set horizontal and sloped members with crown up.

3. Do not notch, cut, or bore members for pipes, ducts, or conduits, or for other reasons except as shown on the Drawings or as specifically approved in advance, in writing by the Architect.

B. Bearings:

1. Make bearings full unless otherwise indicated on the Drawings.

2. Finish bearing surfaces on which structural members are to rest so as to give sure and even support.

3. Where framing members slope, cut or notch the ends as required to give uniform bearing surface.

4. Where roof rafters are to be replace or assist existing deteriorated rafters, install new rafter the full length of the span of the existing rafter. At the direction of the Architect or the Structural Engineer, install adjacent to and in contact with the existing rafter.

3.4 - BLOCKING AND BRIDGING

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

3.5 - ALIGNMENT

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

3.6 - INSTALLATION OF SHEATHING

A. Placement:

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

2. Center joints accurately over supports, unless otherwise shown on Drawings.

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

3.7 - FASTENING

A. Nailing:

1. Use only common wire nails or spikes of the dimension shown on the Fastening Schedule given in Table 2304.9.1 of the State of Conn. Basic Building Code, except where otherwise specifically noted on the Drawings.

2. For conditions not covered in the Nailing Schedule provide penetration into the piece Receiving the point of not less than 1/2 the length of the nail or spike, provided, however, that 16d nails may be used to connect two pieces of 2" (nominal) thickness.

3. Nail without splitting wood.

4. Pre-bore as required.

5. Remove split members and replace with members complying with the specified requirements.

B. Screws:

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

END OF SECTION 06100

SECTION 07300
ASPHALT SHINGLE ROOFING SYSTEM

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Granule surfaced asphalt shingle roofing.
B. Ice and water shield.
C. Shingle underlayment
D. Metal Drip Edges at eaves and rakes.
E. Pipe Vent Boot Replacement.
F. Attic vent cap and bathroom exhaust vent cap replacement.

1.2 RELATED SECTIONS

A. Section 01270 – Unit Prices
B. Section 06100 – Rough Carpentry.
C. Section 07600 – Sheet Metal Flashing and Trim
D. Section 07630 – Gutters and Leaders
E. Section 07900 – Sealants.

1.3 REFERENCES

A. ASTM A 653/A 653M - Standard Specification for Steel Sheets, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process.
B. ASTM B 209 - Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate.
C. ASTM D 226 - Standard Specification for Asphalt-Saturated Organic Felt Used in Roofing and Waterproofing.
D. ASTM D 1970 - Standard Specification for Self-Adhering Polymer Modified Bituminous Sheet Materials Used as Steep Roofing Underlayment for Ice Dam Protection.
E. ASTM D 3018 - Standard Specification for Class A Shingles Surfaced with Mineral Granules.
F. ASTM D 3161 - Standard Test Method for Wind-Resistance of Asphalt Shingles (Fan-Induced Method).
G. ASTM D 3462 - Standard Specification for Asphalt Shingles Made from Glass Felt and Surfaced with Mineral Granules.
H. ASTM D 4586 - Standard Specification for Asphalt Roof Cement, Asbestos-Free.
I. ASTM D 4869 - Standard Specification for Asphalt-Saturated Organic Felt Shingle Underlayment Used in Roofing.
J. ASTM D 6757 – Standard Specification for Inorganic Underlayment for Use with Steep Slope Roofing Products.
K. ASTM D 7158 – Standard Test Method for Wind Resistance of Sealed Asphalt Shingles (Uplift Force/Uplift Resistance Method)
L. E 108 - Standard Test Methods for Fire Tests of Roof Coverings.
M. UL 2218 - Impact Resistance of Prepared Roofing Materials.
N. UL 2390/ASTM D 6381 – Test Method for Wind Resistant Shingles with Sealed Tabs
O. ARMA – Asphalt Roofing Manufacturers Association, Residential Asphalt Roofing Manual (latest edition), for standards of materials, manufacturing and installation.

1.4 SUBMITTALS

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

1.5 QUALITY ASSURANCE

A. Maintain one copy of manufacturer's application instructions on project site.

B. Verify that manufacturer's label contains reference to specified ASTM standards.

1.6 ENVIRONMENTAL REQUIREMENTS

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

1.7 EXTRA MATERIALS

A. Furnish under provisions of Section 01700.

B. Provide 100 square feet (1 square) of extra shingles of color specified.

1.8 WARRANTY

A. Asphalt Fiber Glass Shingles.
   1. Landmark TL, 50 year warranty.

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

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

1.9 HAZARDOUS MATERIALS

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

1.10 PROJECT COMPLETION

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

completed.

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

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

PART 2 PRODUCTS

2.1 MANUFACTURERS

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

B. Gable End Wall Vents: Provide products as manufactured by Air Vent, Inc., Dallas, TX

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

2.2 ASPHALT FIBER GLASS SHINGLES – (ARCHITECTURAL STYLE)

A. Certainteed Landmark: UL Certification of ASTM D3462; Conforms to ASTM D3018 Type I – Self-Sealing; ASTM D3161-08b, Class “F” Wind Resistance; ASTM D3161-03b, Class “F” Wind Resistance (Regional); ASTM D3161-99a Wind Resistance; UL997 Wind Resistance; UL 2390/ASTM D6381 Class “H” and ASTM D7158 Class “H” Wind Resistance; UL 790 Class A Fire Resistance; glass fiber mat base, ceramically colored/UV resistant mineral surface granules across entire face of shingle; two-piece laminated shingle.

1. Weight: 235-245 pounds per square (100 square feet).
2. Color: As selected by Architect from manufacturer’s standards.
3. Algae resistant.

2.3 Self-adhering Modified Bitumen Roof System.

A. Sheathing Paper: Red-rosin type, minimum 3 lb/100 sq. ft.

B. Base Sheet: ASTM D 4601, Type II, SBS-modified asphalt-impregnated and -coated sheet, with glass-fiber-reinforcing mat, dusted with fine mineral surfacing on both sides.

1. Basis-of-Design Product: Subject to compliance with requirements, provide CertainTeed Corporation; Flintlastic SA NailBase

2. Weight: 40lb/100sf minimum.

C. Roofing Membrane Sheet: ASTM D 6164, Grade S, Type I, SBS-modified asphalt sheet smooth surfaced; suitable for application method specified.

1. Basis-of-Design Product: Subject to compliance with requirements, provide CertainTeed Corporation Flintlastic SA MidPly

D. Granule-Surfaced Roofing Cap Sheet: [ASTM D 6164, Grade G, Type I or II, SBS-modified asphalt sheet; granule surfaced; suitable for application method specified.

1. Basis-of-Design Product: Subject to compliance with requirements, provide CertainTeed Corporation; Flintlastic SA Cap

2. Granule Color: Selected by Architect from Manufacturer's full range.

2.4 SHEET MATERIALS

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

1. CertainTeed WinterGuard Sand

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

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

1. CertainTeed WinterGuard Sand

2.5 ACCESSORY SHINGLES

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

2.6 VENT PIPE BOOTS

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

2.7 FLASHING MATERIALS

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

2.8 ACCESSORIES

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

B. Asphalt Roofing Cement: ASTM D 4586, Type I or II.

2.9 FLASHING FABRICATION

A. Form flashing to profiles indicated on Drawings, and to protect roofing materials from physical damage and shed water.

B. Form sections square and accurate to profile, in maximum possible lengths, free from distortion or defects detrimental to appearance or performance.

PART 3 EXECUTION

3.1 EXAMINATION

A. Verify existing site conditions under provisions of other Specification Divisions.

B. Verify that roof penetrations and plumbing stacks are in place and flashed to deck surface.

C. Verify roof openings are correctly framed prior to installing work of this section.

D. Provide Ice & Water Shield around all roof penetrations.

E. Verify deck surfaces are dry and free of ridges, warps, and voids.

F. Report damaged or deteriorated roof sheathing to the Architect immediately.

3.2 ROOF DECK PREPARATION

A. Follow shingle manufacturer's recommendations for acceptable roof deck materials.

B. Broom clean deck surfaces under eave protection and underlayment prior to their application.

3.3 INSTALLATION – ICE AND WATER SHEILD

A. Place eave edge and gable edge metal flashing tight with fascia boards. Weather-lap joints 2 inches. Secure flange with nails spaced 8 inches on center.

B. Apply CertainTeed "WinterGuard" Waterproofing Shingle Underlayment as eave protection in accordance with manufacturer's instructions and per drawings. Starting from the drip edge apply width necessary to provide eave protection to a minimum of 24” horizontally beyond the interior face of the exterior wall, this item must be verified in the field prior to shop drawing submittal.

C. Apply 36” square CertainTeed “WinterGuard” Waterproofing Shingle Underlayment around all roof penetrations.

3.4 INSTALLATION - VALLEY PROTECTION

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

3.5 INSTALLATION - PROTECTIVE UNDERLAYMENT

A. Roof Slope 4:12 or Greater: Install one layer 15 lb. minimum asphalt felt shingle underlayment perpendicular to slope of roof and lap minimum 4 inches over eave protection.

B. Weather-lap and seal watertight with asphalt roofing cement items projecting through or mounted on roof. Avoid contact of solvent-based cements with WinterGuard.

3.6 INSTALLATION - METAL FLASHING

A. Weather-lap joints minimum 2 inches.

B. Seal work projecting through or mounted on roofing with asphalt roofing cement and make weather-tight.

3.7 INSTALLATION – DRIP EDGES

A. Apply aluminum drip edge at eaves and anchor securely into sheathing. Verify that sheathing at eave is not rotted and will accept nails.

B. Apply aluminum drip edge strip at all roof edges over the shingle underlayment and anchor to roof sheathing.

3.8 INSTALLATION - ASPHALT SHINGLES

A. Install shingles in accordance with manufacturer's instructions for product type and application specified.

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

3.9 INSTALLATION – VENT STACKS

A. Remove existing flashing and deposits off site as debris.

B. Examine existing roof sheathing for rot. Document damaged sheathing with the Owner’s Representative or Architect prior to sheathing replacement.

C. Install Ice & Water Shield around all pipe penetrations.

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

3.10 FIELD QUALITY CONTROL

A. Field inspection will be performed by the Architect with photographs of the Work in Progress.

B. Visual inspection of the Work will be provided by the Architect.

3.11 PROTECTION OF FINISHED WORK

A. Protect finished work under provisions of Section 01700.

B. Replace shingles which have become damaged as a result of the Contractor's execution of the work.

C. Do not permit traffic over finished roof surface.

END OF SECTION 07300

SECTION 07600
SHEET METAL FLASHING AND TRIM

PART 1 - GENERAL

1.1 - DESCRIPTION OF THE WORK

A. The extent of each type of flashing and sheet metal work is indicated on the drawings and as listed, but not limited to that shown below. Contractors are to review all specifications and drawings for full extent of Base Bid work and Unit Price work.

1. Roof edge trim.
2. Metal flashing.

B. All existing flashing to be cut away and removed prior to new base flashings as may be required to complete the intended scope of work.

1.2 - RELATED WORK SPECIFIED ELSEWHERE

A. Section 06100 – Rough Carpentry

B. Section 07300 – Asphalt Shingle Roofing systems

1.3 - JOB CONDITIONS

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

1.4 - HAZARDOUS MATERIALS

A. Existing flashing cement has been found to have hazardous material. A report is available from the owner. It is not the intention that this project requires abatement of such hazardous materials by this contractor. It is intended that the scope of work be completed in coordination with the hazardous materials and be done within the quantities allowed, as specified by state and local authorities regulating abatement of these materials. If the contractor suspects that certain building materials may contain hazardous materials, he shall notify the owner in writing and the owner will test the suspect materials

1.5 – SUBMITTALS

A. Submit each item in this section in accordance to the Conditions of the General Contract.
B. Product Data: Include manufacturer's material and finish data, installation instructions and general recommendations for each specified flashing material and fabricated product.
C. Shop Drawing: Each item specified to show layout, profile, methods of joining, and anchorage details.
D. Samples: Submit samples of all sheet metal flashing, trim and accessory items, in the specified finish. Where finish involves normal color and texture variations, include sample sets composed of two (2) or more units showing the full range of variations expected.
   1. 8" square samples of specified sheet materials to be exposed as finished

surfaces formed in field.

2. 12" long sample of factory-fabricated products exposed as finished work. Provide complete with specified factory finish.

1.6 - WARRANTY

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

PART 2 - PRODUCTS

2.1 - FLASHING AND SHEET METAL MATERIALS

A. Sheet metal flashings, hook strips, concealed splice plates as indicated on the drawings: Minimum 0.040 min. inch thick aluminum with mill finish.

B. Color - Finish shall be Kynar as selected from manufacturer's standard color selection. Where flashing and sheet metal systems cannot be seen mill finish is acceptable. Flashing and sheet metal items that are visible will match the color of the gutter and leader system. The Architect shall approve all color selections, materials and thickness.

2.2 - ACCEPTABLE MANUFACTURERS

A. Sheet Metal Aluminum Flashing and Counterflashing: Minimum 0.040 min. inch thick aluminum. Color: As selected from manufacturer's full standard palette.

1. Fry Reglet
2. Cheney
3. Keystone

B. Formed-Aluminum Fascia: Minimum 0.040 inch thick aluminum. Color: As selected from manufacturer's full standard palette. Include water dams formed from galvanized steel, anchor plates, cleats or other attachment devices, concealed splice plates and trim or other accessories needed for complete installation with no exposed fasteners.

1. Metal Era
2. W.P. Hickman Co.
3. Merchant and Evans, Inc.

2.3 – ACCESSORIES

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

3.1 - INSTALLATION REQUIREMENTS

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

3.2 - CLEANING AND PROTECTION

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

END OF SECTION 07600

SECTION 07630
GUTTERS AND LEADERS

PART 1 - GENERAL

1.1 - RELATED DOCUMENTS

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

1.2 - RELATED WORK SPECIFIED ELSEWHERE

A. Fiberglass based asphalt shingles are specified in Section 07310.

B. Flashing and sheet metal are specified in Section 07600.

1.3 - REFERENCES

A. Unless shown otherwise, standard details shall conform to the recommendations of "Architectural Sheet Metal Manual", published by Sheet Metal and Air Conditioning Contractors' National Association, Inc. (SMACNA)

PART 2 - PRODUCTS

2.1 – GUTTERS

A. Gutters shall be an “OGEE” or “K” style gutter fabricated from 0.032” thick aluminum. Finish shall be baked on enamel. Color shall be selected by Owner from manufacturer’s full line.

B. All miscellaneous items shall be the manufacturer’s standard including end caps, corners, fasteners, gutter straps, and support brackets.

2.2 – LEADERS

A. Leaders shall be a rectangular, corrugated leaders fabricated from 0.032” thick aluminum. Finish shall be baked on enamel. Color shall be selected from manufacturer’s standard colors.

PART 3 - EXECUTION

3.1 - GENERAL REQUIREMENTS

A. All metal work shall be fabricated and installed in accordance with details shown on the Drawings unless otherwise recommended by the gutter and leader manufacturers. Details shown on the Drawings shall be considered typical and shall apply for all similar conditions or features where not otherwise shown. Where details are not shown and typical details do not apply, details of the work shall comply with reference standard stated in 1.3 above.

B. Adequate provisions shall be made in all metal work to compensate for thermal expansion and contraction. Provide expansion joints where required as directed by the material's manufacturer.

C. Wherever metal comes in contact with dissimilar metals, insulation shall be provided between same consisting of a layer of 15 lb. saturated roofing felt bonded in mastic, or the surfaces in contact shall be given a coat of bituminous base paint or elastic cement.

D. Surfaces upon which metal will be applied shall be made smooth, free from projections and depressions, and surface irregularities.

E. All fasteners proposed shall be corrosion and rust resistant and electrolytically compatible with material being fastened.

3.2 – INSTALLATION

A. Install gutters at all roof eaves and elsewhere as indicated. Slope all gutters not less than 1/16" per foot toward downspouts locations. Place gutter to allow snow and ice to slide clear; vary with roof pitch. Install gutters with adjustable hangers fastened directly to the roof sheathing under the shingles. Typical spacing to be 3'-0" o.c., maximum. Reduce spacing to 2'-0" o.c. maximum on north exposure and other areas where ice and snow may accumulate. In all instances, hangers shall be uniformly spaced.

B. Secure leaders plumb by use of matching strap anchors. Fasten strip anchors using corrosion resistant machine driven screws of sufficient length to fully penetrate exterior sheathing. Secure at top, bottom, and at a maximum spacing of 8'-0" o.c. or minimum of two anchors per piece. Provide eave offsets and drainage shoes where required.

C. Provide expansion joints at 40'-0" maximum. At expansion joints, provide concealed joint covers. Prior to installing joint covers, provide a bead of caulking on each side of the expansion joint. Expansion joints shall not be located over exterior doors.

D. All work shall be installed so that it is water-tight and free from visible waves, buckles, cracks, tool marks, dirt, stain and other defects of materials and workmanship which would affect its strength, durability and appearance.

END OF SECTION 07630

SECTION 07900
SEALANTS

PART 1 - GENERAL

1.1 - RELATED DOCUMENTS:

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

1.2 - DESCRIPTION OF THE WORK

A. The required application of sealant work includes, but is not necessarily limited to the following general locations:

1. All perimeter joints, control joints and between new construction to existing construction.

1.3 - RELATED WORK SPECIFIED ELSEWHERE

A. Section 06100 – Rough Carpentry

B. Section 07600 – Sheet Metal Flashing and Trim

1.4 - SUBMITTALS

A. See Section 01700.

B. Submit manufacturer's product data, shop drawings and samples.

1.5 - PROJECT/SITE CONDITIONS

A. Apply sealants only to dry surfaces.

B. Do not apply sealants when temperature is below 40 F. or less than 46 F. and falling

PART 2 - PRODUCTS

2.1 - MATERIALS

A. One or two part urethane sealant.
   1. Acceptable Manufacturers:
      a. Pecora-Dynatrol II
      b. Sonneborn – Ultra.
      c. Tremco-Vulkem 116

B. Single component silicone sealant
   1. Dow Corning Corporation 795
   2. Acceptable Manufacturers
      a. GE Silicones
      b. Tremco
      c. Pecora Corporation
      d. Sonneborn

C. In all applications, provide and install sealants which are designed specifically for the particular application and guaranteed by the manufacturer for such use.

D. Joint Backer: Closed cell polyurethane rod stock, size as required.

PART 3 - EXECUTION

3.1 - INSPECTIONS

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

3.2 - PREPARATION

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

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

3.3 APPLICATION

A. Apply joint backing to joints open in back or over 1/2" deep. Compress backing so as to form a firm stop which will resist sealant pressure.

B. Sealants shall be installed with either a hand operated or air-operated caulking gun with sufficient pressure to completely fill voids and joints solidly. Extreme care shall be taken to prevent smearing onto adjacent surfaces. Material shall be heated as recommended by the manufacturer. Joints shall have a neat, uniform, slightly concave appearance.

C. All sealant work shall strictly conform to the sealant manufacturer's technical instructions for surface preparation and application procedures to accomplish a weathertight seal.

D. Tool joints within 10 minutes of application. Remove masking tape before a surface skin begins to form.

E. After applying the sealant and after a "skin" has formed, do not disturb the joint for 48 hours.

3.4 - REMEDIAL WORK AND LIMITATIONS

A. Should sealant not completely fill or fully adhere to intended surfaces on first pass, remove bead and re-apply. Do not apply successive beads to fill opening to obtain adhesion.

B. If cleaning solvent stain, abrade, or otherwise damage adjacent materials or surfaces, all repair, replacement, etc. shall be performed at no cost to the Owner.

3.5 - CLEAN UP

A. Completely remove excesses, spillage, "tails", and properly dispose of same; use solvents recommended by manufacturer of sealant being applied.

B. Select solvents that are compatible with surfaces being cleaned.

END OF SECTION 07900