



Dannel P. Malloy
Governor

STATE OF CONNECTICUT
DEPARTMENT OF HOUSING



Evonne M. Klein
Commissioner

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

**Owner Occupied Rehabilitation and Rebuilding Program
(OORR)**

BID PACKAGE

For

Rehabilitation/Reconstruction work for:

Catalina Fargoso

70-72 Kent Avenue

Bridgeport, CT

Prepared By:

Martinez Couch & Associates, LLC

1084 Cromwell Avenue Suite A-2

Rocky Hill, CT

860-436-4364

Project #: 2158 – 70-72 Kent Avenue



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Section 1

ADVERTISEMENT FOR BIDS

Project # 2158 – 70-72 Kent Avenue

DOH: _____

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 2158 – 70-72 Kent Avenue will be received by Martinez Couch & Associates LLC until 4 o’clock PM on October 28, 2014, and then at said office publicly opened and read aloud.

The Information to Bidders, Form of Bid, Form of Contract, Plans, Specifications, and Form of Bid Bond, Performance and Payment Bond, 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.

Copies of plans may be downloaded directly from the Department of Housing website under bid notices or obtained at the office of Martinez Couch & Associates, LLC located at 1084 Cromwell Avenue Suite A-2, Rocky Hill, CT 06067 upon payment of \$50 for each set. Requests for copies of plans shall provide 2 business days notice to Martinez, Couch & Associates, LLC.

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 hereto, all blanks of which must be appropriately filled. Bids will be received by DOH at the office of Martinez, Couch and Associates, LLC until 4 o'clock PM on October 28, 2014 and then at said office publicly opened and read aloud. The envelopes containing the bids must be sealed, addressed to Mr. Richard Couch, P.E. at Martinez, Couch and Associates, LLC and designated as bid 2158 – 70-72 Kent Avenue.

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 2 o'clock PM on October 14, 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 properly 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 listed in Exhibit G and also 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 by 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. Such checks will be returned to all except the three lowest bidders within three days after the opening of bids, and the remaining cash, or checks will be returned promptly after DOH and the accepted bidder have executed the contract, or opening of bids, upon demand or the bidder at any time thereafter, so long as he/she has been notified of the acceptance of his/her bid.

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: Mr. Richard Couch, P.E. at Martinez, Couch and Associates, LLC and to be given consideration must be received at least seven 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 three 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 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.

Performance and Payment Bonds: A performance and payment bond will be required of the successful bidder (contractor) for 100 percent of the contract price on contracts over \$100,000.

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.

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 to 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.

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. 2158 – 70-72 Kent Avenue, CT and Addenda No. _____ and _____ thereto, as prepared by Martinez Couch & Associates, LLC, 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 for said Project No. 2158 – 70-72 Kent Avenue, CT located at 70-72 Kent Avenue in Bridgeport, CT, State of Connecticut, all in accordance with the Drawings and Specifications, for the sum of:

_____ Dollars (\$ _____)

<i>Section #</i>	<i>Scope of Work</i>	<i>Subcontractor</i>	<i>Cost</i>	
			<i>\$ / Per</i>	<i>Total (\$)</i>
01 00 00	General Conditions		/L.S.	
01 50 00	Temporary Facilities		/L.S.	
02 83 13	Lead Hazard Remediation – Second and Third Floors		/S.F.	
02 83 19.13	Lead Abatement – First Floor		/L.S.	
07 31 00	Asphalt Shingles		/S.F.	
08 50 00	Windows		/L.S.	
09 29 00	Gypsum Board		/S.F.	
09 93 00	Wood Flooring		/S.F.	
09 90 00	Paintings and Coatings		/S.F.	
TOTAL COST				

Unit Prices - For Unforeseen Conditions During Repairs

All unit prices, unless otherwise noted, shall include all incidental work normally required in connection with the particular type of work involved and would include, but not necessarily be limited to costs of materials, material accessories, material waste, fabrication, labor, supervision, engineering, layout, transportation, rigging, insurances, overhead, and profit. All labor rates, unless otherwise noted, shall include, but not necessarily be limited to all fringe benefits, insurances, overhead, and profit.

<i>Item</i>	<i>Rate (\$/Per)</i>
Roofer Labor Rate	/H.R.
	.

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) calendar 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) calendar days thereafter deliver to 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 the DOH, prior to the time named for delivery of this proposal, together with a 100% Performance Bond of a Surety Company, which Surety must be authorized to transact business in the State of Connecticut, and duly qualified therefore, and in the form constituting part of the Specification 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 calendar (30) days from the date of bid opening or until the next work day immediately following said period if such period ends on weekend or a State holiday.

Security in the sum of _____ Dollars (\$ _____)

in the form of _____ is submitted herewith in accordance with the Specifications.

The undersigned bidder agrees to comply with the Section 3 plan included herein and all Federal requirements pertaining to conditions of employment to be observed and minimum wage rates to be paid under the contract, Segregated Facilities, Section 109 and Executive Order 11246.

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, Certification of Bidder Regarding Section 3 and Segregated Facilities.

Date

Firm Name

Address

By: _____

Title: _____

(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

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 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 Occupation 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; and that he will comply fully with all laws and regulations applicable to awards of subcontracts subject to section 44F.

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

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.

Principal (L.S)

Surety

SEAL

By: _____

PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: THAT we,

_____, as

PRINCIPAL, and _____, as SURETY,

are held firmly bound unto _____

_____ hereinafter called the DOH, in the penal
sum of _____

_____ (\$ _____), for the payment

of which sum we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally.

WHEREAS, Principal has entered into a certain Contract with DOH, dated _____, a copy of which is hereto attached and made a part hereof.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall in all respects fully perform the Contract and all duly authorized modifications thereof, during its original term and any extensions thereof that may be granted and during any guaranty period for which the Contract provides, and if the Principal shall fully satisfy all claims arising out of the prosecution of the work under the Contract and shall fully indemnify DOH for all expenses which it may incur by reason of such claims, including its attorney's fees and court costs, and if the Principal shall make full payment to all persons supplying labor, services, materials, or equipment in the prosecution of the work under the Contract, in default of which such persons shall have a direct right of action hereupon; and if the Principal shall pay or cause to be paid all sales and use taxes payable as a result of the performance of the Contract as well as payment of gasoline and special motor fuel taxes in the performance of the Contract and all motor vehicle fees required for commercial motor vehicles used in connection with the performance of the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect. No modification of the Contract or extension of the term thereof, nor any forbearance on the part of DOH shall in any way release the Principal or the Surety from liability hereunder. Notice to the Surety of any such modification, extension, or forbearance is hereby waived.

IN WITNESS WHEREOF, the aforesaid Principal and Surety have executed this instrument and affixed their seals hereto, this _____ day of _____.

Principal

Surety

Name and Title

(Signatures must be notarized.)

(Power-of-Authority for person signing for Surety Company must be attached to bond.)

The rate of premium on this bond is \$_____ per thousand.

The total amount of premium charge is \$_____.

(The above is to be filled in by Surety Company.)

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the
_____ Secretary of the corporation
named as Principal in the foregoing bond; that _____, who
signed the bond on behalf of the Principal, was then _____ of said
corporation; that I know his/her signature thereto is genuine; and that said bond was fully signed, sealed,
and attested for and in behalf of said corporation by authority of its governing body.

SUBCONTRACTOR IDENTIFICATION

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

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

NAME AND TITLE OF SIGNER (Please type.)

SIGNATURE

DATE

CERTIFICATION OF BIDDERS REGARDING SECTION 3 AND SEGREGATED FACILITIES

Project Name:

Project No:

Name of Prime Contractor:

The undersigned hereby certifies that:

1. Section 3 provisions are included in the Contract
2. A written Section 3 plan was prepared and submitted as part of the bid proceedings (if bid equals or exceeds \$100,000.00)
3. No segregated facilities will be maintained.

Name and Title of Signer (Print or Type)

Signature

Date

CONTRACTOR

Section 3 Plan Format

_____ agrees to implement the following specific affirmative action steps directed at increasing the utilization of lower income residents and business within the _____.

- A. To ascertain from the DOH the exact boundaries of the Section 3 covered project area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plans.
- B. To attempt to recruit from within the city the necessary number of lower income residents through: local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or the U. S. Employment Service.
- C. To maintain a list of all lower income residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.
- D. To insert this Section 3 plan in all bid documents, and to require all bidders on subcontracts to submit a Section 3 Affirmative Action Plan including utilization goals and the specific steps planned to accomplish these goals.
- E. To insure that contracts which are typically let on a negotiated rather than a bid basis in areas other than Section 3 covered project areas, are also let on a negotiated basis, wherever feasible, when let in a Section 3 covered project area.
- F. To formally contact unions, subcontractors and trade associations to secure their cooperation for this program.
- G. To insure that all appropriated project area business concerns are notified or pending subcontractural opportunities
- H. To maintain records, including copies of correspondence, memoranda, etc., that document all above affirmative action steps have been taken.
- I. To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of the Section 3 plan.
- J. To list on Table A, information related to subcontracts to be awarded.
- K. To list on Table B, all projected workforce needs for all phases of this project by occupation, trade, skill level and number of positions.

As officers and representatives of _____

We, the undersigned, have read and fully agree to this Affirmative Action Plan, and become a party to the full implementation of this program.

Signature

Title

Date

Loans, grants, contracts and subsidies for less than \$100,000.00 will be exempt.

Table B

Estimated Project Workforce Breakdown

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>	<i>Column 4</i>	<i>Column 5</i>
Job Category	Total Estimated Population	No. Positions Currently Occupied by Permanent Employees	No. Positions Not Currently Occupied	No. Positions to be filled with LIPAR*
Officers/Supervisors				
Professionals				
Technicians				
Housing Sales/Rental Management				
Office Clerical				
Service Workers				
Others				
TRADE:				
Journeyman				
Helpers				
Apprentices				
Maximum No. of Trainees				
Others				
TRADE:				
Journeyman				
Helpers				
Apprentices				
Maximum No. of Trainees				
Others				
TRADE:				
Journeyman				
Helpers				
Apprentices				
Maximum No. of Trainees				
Others				
Total				

**Lower Income Project Area Residents. Individuals residing within the project area whose family income does not exceed 80% of the area median income in the SMSA.*

Company

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.

X

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 \geq 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.

X

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.

X

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.

N/A

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.

X

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.

N/A

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: General Conditions for Construction Contracts

Based on HUD form 5370

Applicability. This form is applicable to any construction/development contract greater than \$100,000.

This form includes those clauses required by OMB's common rule on grantee procurement, implemented at HUD in 24 CFR 85.36, and those requirements set forth in Section 3 of the Housing and Urban Development Act of 1968 and its amendment by the Housing and Community Development Act of 1992, implemented by HUD at 24 CFR Part 135.

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1. Definitions

- (a) "Architect" means the person or other entity engaged by DOH to perform architectural, engineering, design, and other services related to the work as provided for in the contract. When DOH uses an engineer to act in this capacity, the terms "architect" and "engineer" shall be synonymous. The Architect shall serve as a technical representative of the Contracting Officer. The Architect's authority is as set forth elsewhere in this contract.
- (b) "Contract" means the contract entered into between DOH and the Contractor. It includes the forms of Bid, the Bid Bond, the Performance and Payment Bond or Bonds or other assurance of completion, the Certifications, Representations, and Other Statements of Bidders (form HUD-5370), these General Conditions of the Contract for Construction (form HUD-5370), the applicable wage rate determinations from the U.S. Department of Labor (when applicable), any special conditions included elsewhere in the contract, the specifications, and drawings. It includes all formal changes to any of those documents by addendum, change order, or other modification.
- (c) "Contracting Officer" means the person delegated the authority by DOH to enter into, administer, and/or terminate this contract and designated as such in writing to the Contractor. The term includes any successor Contracting Officer and any duly authorized representative of the Contracting Officer also designated in writing. The Contracting Officer shall be deemed the authorized agent of DOH in all dealings with the Contractor.
- (d) "Contractor" means the person or other entity entering into the contract with DOH to perform all of the work required under the contract.
- (e) "Drawings" means the drawings enumerated in the schedule of drawings contained in the Specifications and as described in the contract clause entitled Specifications and Drawings for Construction herein.
- (f) "DOH" means the State Department of Housing including the Commissioner, or any other person designated to act on its behalf.
- (g) "HUD" means the United States of America acting through the Department of Housing and Urban Development including the Secretary, or any other person designated to act on its behalf. HUD has agreed, subject to the provisions of an Annual Contributions Contract (ACC), to provide financial assistance to DOH, which includes assistance in financing the work to be performed under this contract. As defined elsewhere in these General Conditions or the contract documents, the determination of HUD may be required to authorize changes in the work or for release of funds to DOH for payment to the Contractor. Notwithstanding HUD's role, nothing in this contract shall be construed to create any contractual relationship between the Contractor and HUD.
- (h) "Grantee" means the State of Connecticut Department of Housing (DOH).
- (i) "Homeowner" means the owner(s) of the real property for which project is taking place and is a party to the contract.
- (j) "Project" means the entire project, whether construction or rehabilitation, the work for which is provided for in whole or in part under this contract.
- (k) "Specifications" means the written description of the technical requirements for construction and includes the criteria and tests for determining whether the requirements are met.
- (l) "Work" means materials, workmanship, and manufacture and fabrication of components.

2. Contractor's Responsibility for Work

- (a) The Contractor shall furnish all necessary labor, materials, tools, equipment, and transportation necessary for performance of the work. The Contractor shall also furnish all necessary water, heat, light, and power not made available to the Contractor by the Homeowner pursuant to the clause entitled Access to the Premises Section 5.3 of Homeowner Rehabilitation Agreement herein.
- (b) The Contractor shall perform on the site, and with its own organization, work equivalent to at least 15 percent of the total amount of work to be performed under the order. This percentage may be reduced by a supplemental agreement to this order if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of DOH.

- (c) At all times during performance of this contract and until the work is completed and accepted, the Contractor shall directly superintend the work or assign and have on the work site a competent superintendent who is satisfactory to the Contracting Officer and has authority to act for the Contractor.
- (d) The Contractor shall be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence, and shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others. The Contractor shall hold and save DOH, its officers and agents, free and harmless from liability of any nature occasioned by the Contractor's performance. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.
- (e) The Contractor shall lay out the work from base lines and bench marks indicated on the drawings and be responsible for all lines, levels, and measurements of all work executed under the contract. The Contractor shall verify the figures before laying out the work and will be held responsible for any error resulting from its failure to do so.
- (f) The Contractor shall confine all operations (including storage of materials) on Homeowner premises to areas authorized or approved by the Contracting Officer.
- (g) The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. After completing the work and before final inspection, the Contractor shall (1) remove from the premises all scaffolding, equipment, tools, and materials (including rejected materials) that are not the property of the Homeowner and all rubbish caused by its work; (2) leave the work area in a clean, neat, and orderly condition satisfactory to the Contracting Officer; (3) perform all specified tests; and, (4) deliver the installation in complete and operating condition.
- (h) The Contractor's responsibility will terminate when all work has been completed, the final inspection made, and the work accepted by the Contracting Officer. The Contractor will then be released from further obligation except as required by the warranties specified elsewhere in the contract.

3. Architect's Duties, Responsibilities, and Authority

- (a) The Architect for this contract, and any successor, shall be designated in writing by the Contracting Officer.
- (b) The Architect shall serve as the Contracting Officer's technical representative with respect to architectural, engineering, and design matters related to the work performed under the contract. The Architect may provide direction on contract performance. Such direction shall be within the scope of the contract and may not be of a nature which: (1) institutes additional work outside the scope of the contract; (2) constitutes a change as defined in the Changes clause herein; (3) causes an increase or decrease in the cost of the contract; (4) alters the Construction Progress Schedule; or (5) changes any of the other express terms or conditions of the contract.
- (c) The Architect's duties and responsibilities may include but shall not be limited to:
 - (1) Making periodic visits to the work site, and on the basis of his/her on-site inspections, issuing written reports to DOH which shall include all observed deficiencies. The Architect shall file a copy of the report with the Contractor's designated representative at the site;
 - (2) Making modifications in drawings and technical specifications and assisting the Contracting Officer in the preparation of change orders and other contract modifications for issuance by the Contracting Officer;
 - (3) Reviewing and making recommendations with respect to - (i) the Contractor's construction progress schedules; (ii) the Contractor's shop and detailed drawings; (iii) the machinery, mechanical and other equipment and materials or other articles proposed for use by the Contractor; and, (iv) the Contractor's price breakdown and progress payment estimates; and,
 - (4) Assisting in inspections, signing Certificates of Completion, and making recommendations with respect to acceptance of work completed under the contract.

4. Other Contracts

DOH may undertake or award other contracts for additional work at or near the site of the work under this contract. The Contractor shall fully cooperate with the other contractors and with DOH employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by DOH employees

5. Pre-construction Conference and Notice to Proceed

- (a) Upon scheduling of the contract execution, and prior to the commencement of work, the Contractor shall attend a preconstruction conference with representatives of DOH, its Architect, and other interested parties convened by DOH. The conference will serve to acquaint the participants with the general plan of the construction operation and all other requirements of the contract. DOH or its Architect will provide the Contractor with the date, time, and place of the conference.
- (b) The contractor shall begin work upon receipt of a written Notice to Proceed from the Contracting Officer or designee. The Contractor shall not begin work prior to receiving such notice. Such notice shall not be prior to the homeowners three (3) day Notice of Cancellation period.

6. Site Investigation and Conditions Affecting the Work

- (a) The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to, (1) conditions bearing upon transportation, disposal, handling, and storage of materials; (2) the availability of labor, water, electric power, and roads; (3) uncertainties of weather, river stages, tides, or similar physical conditions at the site; (4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during work performance. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by DOH, as well as from the drawings and specifications made a part of this contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to DOH.
- (b) DOH assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by DOH. Nor does DOH assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in the contract.

7. Differing Site Conditions

- (a) The Contractor shall promptly, and before the conditions are disturbed, give a written notice to the Contracting Officer of (1) subsurface or latent physical conditions at the site which differ materially from those indicated in this contract, or (2) unknown physical conditions at the site(s), of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the contract.
- (b) The Contracting Officer shall investigate the site conditions promptly after receiving the notice. Work shall not proceed at the affected site, except at the Contractor's risk, until the Contracting Officer has provided written instructions to the Contractor. If the conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work

under this contract, whether or not changed as a result of the conditions, the Contractor shall file a claim in writing to DOH within ten days after receipt of such instructions and, in any event, before proceeding with the work. An equitable adjustment in the contract price, the delivery schedule, or both shall be made under this clause and the contract modified in writing accordingly.

- (c) No request by the Contractor for an equitable adjustment to the contract under this clause shall be allowed, unless the Contractor has given the written notice required; provided, that the time prescribed in (a) above for giving written notice may be extended by the Contracting Officer.
- (d) No request by the Contractor for an equitable adjustment to the contract for differing site conditions shall be allowed if made after final payment under this contract.

8. Specifications and Drawings for Construction

- (a) The Contractor shall keep on the work site a copy of the drawings and specifications and shall at all times give the Contracting Officer access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall govern. In case of discrepancy in the figures, in the drawings, or in the specifications, the matter shall be promptly submitted to the Contracting Officer, who shall promptly make a determination in writing. Any adjustment by the Contractor without such a determination shall be at its own risk and expense. The Contracting Officer shall furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.
- (b) Wherever in the specifications or upon the drawings the words “directed”, “required”, “ordered”, “designated”, “prescribed”, or words of like import are used, it shall be understood that the “direction”, “requirement”, “order”, “designation”, or “prescription”, of the Contracting Officer is intended and similarly the words “approved”, “acceptable”, “satisfactory”, or words of like import shall mean “approved by”, or “acceptable to”, or “satisfactory to” the Contracting Officer, unless otherwise expressly stated.
- (c) Where “as shown”, “as indicated”, “as detailed”, or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless stated otherwise. The word “provided” as used herein shall be understood to mean “provide complete in place” that is “furnished and installed”.
- (d) “Shop drawings” means drawings, submitted to DOH by the Contractor, subcontractor, or any lower tier subcontractor, showing in detail (1) the proposed fabrication and assembly of structural elements and (2) the installation (i.e., form, fit, and attachment details) of materials of equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the Contractor to explain in detail specific portions of the work required by the contract. DOH may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.
- (e) If this contract requires shop drawings, the Contractor shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with other contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to the Contracting Officer without evidence of the Contractor’s approval may be returned for resubmission. The Contracting Officer will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate DOH’s reasons therefore. Any work done before such approval shall be at the Contractor’s risk. Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with (f) below.
- (f) If shop drawings show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Architect approves any such variation and the Contracting Officer concurs, the Contracting Officer shall issue an appropriate modification to the contract, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.
- (g) It shall be the responsibility of the Contractor to make timely requests of DOH for such large scale and full size drawings, color schemes, and other additional information, not already in his possession, which

shall be required in the planning and production of the work. Such requests may be submitted as the need arises, but each such request shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay.

- (h) The Contractor shall submit to the Contracting Officer for approval four copies (unless otherwise indicated) of all shop drawings as called for under the various headings of these specifications. Three sets (unless otherwise indicated) of all shop drawings, will be retained by DOH and one set will be returned to the Contractor. As required by the Contracting Officer, the Contractor, upon completing the work under this contract, shall furnish a complete set of all shop drawings as finally approved. These drawings shall show all changes and revisions made up to the time the work is completed and accepted.
- (i) This clause shall be included in all subcontracts at any tier. It shall be the responsibility of the Contractor to ensure that all shop drawings prepared by subcontractors are submitted to the Contracting Officer.

9. Material and Workmanship

- (a) All equipment, material, and articles furnished under this contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this contract. References in the contract to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may, at its option, use any equipment, material, article, or process that, in the judgment of, and as approved by the Contracting Officer, is equal to that named in the specifications, unless otherwise specifically provided in this contract.
- (b) Approval of equipment and materials.
 - (1) The Contractor shall obtain the Contracting Officer's approval of the machinery and mechanical and other equipment to be incorporated into the work. When requesting approval, the Contractor shall furnish to the Contracting Officer the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the machinery and mechanical and other equipment. When required by this contract or by the Contracting Officer, the Contractor shall also obtain the Contracting Officer's approval of the material or articles which the Contractor contemplates incorporating into the work. When requesting approval, the Contractor shall provide full information concerning the material or articles. Machinery, equipment, material, and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection.
 - (2) When required by the specifications or the Contracting Officer, the Contractor shall submit appropriately marked samples (and certificates related to them) for approval at the Contractor's expense, with all shipping charges prepaid. The Contractor shall label, or otherwise properly mark on the container, the material or product represented, its place of origin, the name of the producer, the Contractor's name, and the identification of the construction project for which the material or product is intended to be used.
 - (3) Certificates shall be submitted in triplicate, describing each sample submitted for approval and certifying that the material, equipment or accessory complies with contract requirements. The certificates shall include the name and brand of the product, name of manufacturer, and the location where produced.
 - (4) Approval of a sample shall not constitute a waiver of DOH right to demand full compliance with contract requirements. Materials, equipment and accessories may be rejected for cause even though samples have been approved.
 - (5) Wherever materials are required to comply with recognized standards or specifications, such specifications shall be accepted as establishing the technical qualities and testing methods, but shall not govern the number of tests required to be made nor modify other contract requirements. The Contracting Officer may require laboratory test reports on items submitted for approval or may approve materials on the basis of data submitted in certificates with samples. Check tests will be made on materials delivered for use only as frequently as the Contracting Officer determines necessary to insure compliance of materials with the specifications. The Contractor will assume all costs of

retesting materials which fail to meet contract requirements and/or testing materials offered in substitution for those found deficient.

- (6) After approval, samples will be kept in the Project office until completion of work. They may be built into the work after a substantial quantity of the materials they represent has been built in and accepted.
- (c) Requirements concerning lead-based paint. 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, HUD's Lead Safe Housing Rule and EPA's Repair Renovation, and Painting Rule at 40 CFR.80 Subpart E.

10. Permits and Codes

The Contractor shall give all notices and comply with all applicable laws, ordinances, codes, rules and regulations. Notwithstanding the requirement of the Contractor to comply with the drawings and specifications in the contract, all work installed shall comply with all applicable codes and regulations as amended by any waivers. Before installing the work, the Contractor shall examine the drawings and the specifications for compliance with applicable codes and regulations bearing on the work and shall immediately report any discrepancy it may discover to the Contracting Officer. Where the requirements of the drawings and specifications fail to comply with the applicable code or regulation, the Contracting Officer shall modify the contract by change order pursuant to the clause entitled Changes herein to conform to the code or regulation.

- (a) The Contractor shall secure and pay for all permits, fees, and licenses necessary for the proper execution and completion of the work. Where DOH can arrange for the issuance of all or part of these permits, fees and licenses, without cost to the Contractor, the contract amount shall be reduced accordingly.

11. Health, Safety, and Accident Prevention

- (a) In performing this contract, the Contractor shall:
 - (1) Ensure that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his/her health and/or safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation;
 - (2) Protect the lives, health, and safety of other persons;
 - (3) Prevent damage to property, materials, supplies, and equipment; and,
 - (4) Avoid work interruptions.
- (b) For these purposes, the Contractor shall:
 - (1) Comply with regulations and standards issued by the Secretary of Labor at 29 CFR Part 1926. Failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat. 96), 40 U.S.C. 3701 et seq.; and
 - (2) Include the terms of this clause in every subcontract so that such terms will be binding on each subcontractor.
- (c) The Contractor shall maintain an accurate record of exposure data on all accidents incident to work performed under this contract resulting in death, traumatic injury, occupational disease, or damage to property, materials, supplies, or equipment, and shall report this data in the manner prescribed by 29 CFR Part 1904.

- (d) The Contracting Officer shall notify the Contractor of any noncompliance with these requirements and of the corrective action required. This notice, when delivered to the Contractor or the Contractor's representative at the site of the work, shall be deemed sufficient notice of the noncompliance and corrective action required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to take corrective action promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not base any claim or request for equitable adjustment for additional time or money on any stop order issued under these circumstances.
- (e) The Contractor shall be responsible for its subcontractors' compliance with the provisions of this clause. The Contractor shall take such action with respect to any subcontract as DOH, the Secretary of Housing and Urban Development, or the Secretary of Labor shall direct as a means of enforcing such provisions.

12. Temporary Heating

The Contractor shall provide and pay for temporary heating, covering, and enclosures necessary to properly protect all work and materials against damage by dampness and cold, to dry out the work, and to facilitate the completion of the work. Any permanent heating equipment used shall be turned over to the Homeowner in the condition and at the time required by the specifications.

13. Availability and Use of Utility Services

- (a) The Homeowner shall make all reasonably required amounts of utilities available to the Contractor from existing outlets and supplies, as specified in the contract. The Contractor shall carefully conserve any utilities furnished without charge.
- (b) The Contractor, at its expense and in a manner satisfactory to the Contracting Officer, shall install and maintain all necessary temporary connections and distribution lines. Before final acceptance of the work by DOH, the Contractor shall remove all the temporary connections, distribution lines, meters, and associated paraphernalia.

14. Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements

- (a) The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed under this contract, and which do not unreasonably interfere with the work required under this contract.
- (b) The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during performance of this contract, or by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Contracting Officer.
- (c) The Contractor shall protect from damage all existing improvements and utilities (1) at or near the work site and (2) on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. Prior to disturbing the ground at the construction site, the Contractor shall ensure that all underground utility lines are clearly marked.
- (d) The Contractor shall shore up, brace, underpin, secure, and protect as necessary all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be affected by the excavations or other operations connected with the construction of the project.
- (e) Any equipment temporarily removed as a result of work under this contract shall be protected, cleaned,

and replaced in the same condition as at the time of award of this contract.

- (f) New work which connects to existing work shall correspond in all respects with that to which it connects and/or be similar to existing work unless otherwise required by the specifications.
- (g) No structural members shall be altered or in any way weakened without the written authorization of the Contracting Officer, unless such work is clearly specified in the plans or specifications.
- (h) If the removal of the existing work exposes discolored or unfinished surfaces, or work out of alignment, such surfaces shall be refinished, or the material replaced as necessary to make the continuous work uniform and harmonious. This, however, shall not be construed to require the refinishing or reconstruction of dissimilar finishes previously exposed, or finished surfaces in good condition, but in different planes or on different levels when brought together by the removal of intervening work, unless such refinishing or reconstruction is specified in the plans or specifications.
- (i) The Contractor shall give all required notices to any adjoining or adjacent property owner or other party before the commencement of any work.
- (j) The Contractor shall indemnify and save harmless DOH from any damages on account of settlement or the loss of lateral support of adjoining property, any damages from changes in topography affecting drainage, and from all loss or expense and all damages for which DOH may become liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.
- (k) The Contractor shall repair any damage to vegetation, structures, equipment, utilities, or improvements, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor.

15. Temporary Buildings and Transportation of Materials

- (a) Temporary buildings (e.g., storage sheds, shops, offices, sanitary facilities) and utilities may be erected by the Contractor only with the approval of the Contracting Officer and shall be built with labor and materials furnished by the Contractor without expense to DOH. The temporary buildings and utilities shall remain the property of the Contractor and shall be removed by the Contractor at its expense upon completion of the work. With the written consent of the Contracting Officer, the buildings and utilities may be abandoned and need not be removed.
- (b) The Contractor shall, as directed by the Contracting Officer, use only established roadways, or use temporary roadways constructed by the Contractor when and as authorized by the Contracting Officer. When materials are transported in prosecuting the work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any federal, state, or local law or regulation. When it is necessary to cross curbs or sidewalks, the Contractor shall protect them from damage. The Contractor shall repair or pay for the repair of any damaged curbs, sidewalks, or roads.

16. Clean Air and Water

The contractor shall comply with the Clean Air Act, as amended, 42 USC 7401 et seq., the Federal Water Pollution Control Water Act, as amended, 33 U.S.C. 1251 et seq., and standards issued pursuant thereto in the facilities in which this contract is to be performed.

17. Energy Efficiency

The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163) for the State in which the work under the contract is performed.

18. Green Building Standards

DOH will require that all replacement of residential properties, including reconstruction and new construction of substantially damaged properties meet the Enterprise Green Communities Standard.

For those buildings that are non-substantially damaged, DOH will require that they be rehabilitated following the HUD CPD Green Buildings Retrofit Checklist. The requirement for rehabilitation is that to the extent possible strive to meet the checklist standard where there are Energy Star, Water Sense and Federal Management Program-designed products available.

DOH strongly encourages the use of green infrastructure techniques to mitigate against storm water run-off and flooding and incorporate EPA's Green Infrastructure resources to the extent feasible.

19. Inspection and Acceptance of Construction

- (a) Definitions. As used in this clause -
 - (1) "Acceptance" means the act of an authorized representative of DOH by which DOH approves of the work performed under this contract. Acceptance may be partial or complete.
 - (2) "Inspection" means examining and testing the work performed under the contract (including, when appropriate, raw materials, equipment, components, and intermediate assemblies) to determine whether it conforms to contract requirements.
 - (3) "Testing" mean that element of inspection that determines the properties or elements, including functional operation of materials, equipment, or their components, by the application of established scientific principles and procedures.
- (b) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. All work is subject to DOH inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.
- (c) DOH inspections and tests are for the sole benefit of DOH and do not: (1) relieve the Contractor of responsibility for providing adequate quality control measures; (2) relieve the Contractor of responsibility for loss or damage of the material before acceptance; (3) constitute or imply acceptance; or, (4) affect the continuing rights of DOH after acceptance of the completed work under paragraph (j) below.
- (d) The presence or absence of DOH inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specifications without the Contracting Officer's written authorization. All instructions and approvals with respect to the work shall be given to the Contractor by the Contracting Officer.
- (e) The Contractor shall promptly furnish, without additional charge, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. DOH may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes reinspection or retest necessary. DOH shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract.
- (f) DOH may conduct routine inspections of the construction site on a daily basis.
- (g) The Contractor shall, without charge, replace or correct work found by DOH not to conform to contract requirements, unless DOH decides that it is in its interest to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.

- (h) If the Contractor does not promptly replace or correct rejected work, DOH may (1) by contract or otherwise, replace or correct the work and charge the cost to the Contractor, or (2) terminate for default the Contractor's right to proceed.
- (i) If any work requiring inspection is covered up without approval of DOH, it must, if requested by the Contracting Officer, be uncovered at the expense of the Contractor. If at any time before final acceptance of the entire work, DOH considers it necessary or advisable, to examine work already completed by removing or tearing it out, the Contractor, shall on request, promptly furnish all necessary facilities, labor, and material. If such work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray all the expenses of the examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the contract, the Contracting Officer shall make an equitable adjustment to cover the cost of the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.
- (j) The Contractor shall notify the Contracting Officer, in writing, as to the date when in its opinion all or a designated portion of the work will be substantially completed and ready for inspection. If the Architect determines that the state of preparedness is as represented, DOH will promptly arrange for the inspection. Unless otherwise specified in the contract, DOH shall accept, as soon as practicable after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines and designates can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or DOH's right under any warranty or guarantee.

20. Use and Possession Prior to Completion

- (a) If applicable, the Homeowner may have the right to take possession of or use any completed or partially completed part of the work. Before taking possession of or using any work, the Contracting Officer shall furnish the Contractor a list of items of work remaining to be performed or corrected on those portions of the work that the Homeowner intends to take possession of or use. However, failure of the Contracting Officer to list any item of work shall not relieve the Contractor of responsibility for complying with the terms of the contract. The Homeowner's possession or use shall not be deemed an acceptance of any work under the contract.
- (b) While the Homeowner has such possession or use, the Contractor shall be relieved of the responsibility for (1) the loss of or damage to the work resulting from the Homeowner's possession or use, notwithstanding the terms of the clause entitled Permits and Codes herein; (2) all maintenance costs on the areas occupied; and, (3) furnishing heat, light, power, and water used in the areas occupied without proper remuneration therefore. If prior possession or use by the Homeowner delays the progress of the work or causes additional expense to the Contractor, an equitable adjustment shall be made in the contract price or the time of completion, and the contract shall be modified in writing accordingly.

21. Warranty of Title

The Contractor warrants good title to all materials, supplies, and equipment incorporated in the work and agrees to deliver the premises together with all improvements thereon free from any claims, liens or charges, and agrees further that neither it nor any other person, firm or corporation shall have any right to a lien upon the premises or anything appurtenant thereto.

22. Warranty of Construction

- (a) In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph (j) of this clause, that work performed under this contract conforms to the contract

requirements and is free of any defect in equipment, material, or workmanship performed by the Contractor or any subcontractor or supplier at any tier. This warranty shall continue for a period of **one year** from the date of final acceptance of the work. If the Homeowner takes possession of any part of the work before final acceptance, this warranty shall continue for a period of (one year unless otherwise indicated) from the date that the Homeowner takes possession.

- (b) The Contractor shall remedy, at the Contractor's expense, any failure to conform, or any defect. In addition, the Contractor shall remedy, at the Contractor's expense, any damage to Homeowner-owned or controlled real or personal property when the damage is the result of—
 - (1) The Contractor's failure to conform to contract requirements; or
 - (2) Any defects of equipment, material, workmanship or design furnished by the Contractor.
- (c) The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for (one year unless otherwise indicated) from the date of repair or replacement.
- (d) The Contracting Officer shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect or damage.
- (e) If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, DOH shall have the right to replace, repair or otherwise remedy the failure, defect, or damage at the Contractor's expense.
- (f) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall:
 - (1) Obtain all warranties that would be given in normal commercial practice;
 - (2) Require all warranties to be executed in writing, for the benefit of the homeowner; and,
 - (3) Enforce all warranties for the benefit of the homeowner.
- (g) In the event the Contractor's warranty under paragraph(a) of this clause has expired, the homeowner may bring suit at its own expense to enforce a subcontractor's, manufacturer's or supplier's warranty.
- (h) Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defect of material or design furnished by the homeowner nor for the repair of any damage that results from any defect in DOH furnished material or design.
- (i) Notwithstanding any provisions herein to the contrary, the establishment of the time periods in paragraphs (a) and (c) above relate only to the specific obligation of the Contractor to correct the work, and have no relationship to the time within which its obligation to comply with the contract may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to its obligation other than specifically to correct the work.
- (j) This warranty shall not limit DOH's/Homeowner's rights under the Inspection and Acceptance of Construction clause of this contract with respect to latent defects, gross mistakes or fraud.

23. Contract Period

The Contractor shall complete all work required under this contract within 60 calendar days of the effective date of the contract, or within the time schedule established in the notice to proceed issued by the Contracting Officer.

24. Order of Provisions

In the event of a conflict between these General Conditions and the Specifications, the General Conditions shall prevail. In the event of a conflict between the contract and any applicable state or local law or regulation, the state or local law or regulation shall prevail; provided that such state or local law or regulation does not conflict with, or is less restrictive than applicable federal law, regulation, or Executive Order. In the event of such a conflict, applicable federal law, regulation, and Executive Order shall prevail.

25. Payments

- (a) DOH/Homeowner shall pay the Contractor the price as provided in this contract.
- (b) 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.
- (c) 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.
- (d) 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.
- (e) 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.
- (f) 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.
- (g) 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.
- (h) 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.
- (i) 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.

- (j) 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.
- (k) 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.

26. Contract Modifications

- (a) Only the Contracting Officer has authority to modify any term or condition of this contract. Any contract modification shall be authorized in writing.
- (b) The Contracting Officer may modify the contract unilaterally (1) pursuant to a specific authorization stated in a contract clause (e.g., Changes); or (2) for administrative matters which do not change the rights or responsibilities of the parties (e.g., change in DOH/homeowner's address). All other contract modifications shall be in the form of supplemental agreements signed by the Contractor and the Contracting Officer.
- (c) When a proposed modification requires the approval of DOH prior to its issuance (e.g., a change order that exceeds DOH's approved threshold), such modification shall not be effective until the required approval is received by DOH.

27. Changes

- (a) The Contracting Officer may, at any time, without notice to the sureties, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract including changes:
 - (1) In the specifications (including drawings and designs);
 - (2) In the method or manner of performance of the work;
 - (3) Directing the acceleration in the performance of the work.
- (b) Any other written order or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; provided, that the Contractor gives the Contracting Officer written notice stating (1) the date, circumstances and source of the order and (2) that the Contractor regards the order as a change order.
- (c) Except as provided in this clause, no order, statement or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.
- (d) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for a adjustment based on defective specifications, no proposal for any change under paragraph (b) above shall be allowed for any costs incurred more than 20 days (5 days for oral

orders) before the Contractor gives written notice as required. In the case of defective specifications for which DOH is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.

- (e) The Contractor must assert its right to an adjustment under this clause within 30 days after (1) receipt of a written change order under paragraph (a) of this clause, or (2) the furnishing of a written notice under paragraph(b) of this clause, by submitting a written statement describing the general nature and the amount of the proposal. If the facts justify it, the Contracting Officer may extend the period for submission. The proposal may be included in the notice required under paragraph (b) above. No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract.
- (f) The Contractor's written proposal for equitable adjustment shall be submitted in the form of a lump sum proposal supported with an itemized breakdown of all increases and decreases in the contract in at least the following details:
 - (1) Direct Costs. Materials (list individual items, the quantity and unit cost of each, and the aggregate cost); Transportation and delivery costs associated with materials; Labor breakdowns by hours or unit costs (identified with specific work to be performed); Construction equipment exclusively necessary for the change; Costs of preparation and/ or revision to shop drawings resulting from the change; Worker's Compensation and Public Liability Insurance; Employment taxes under FICA and FUTA; and, Bond Costs when size of change warrants revision.
 - (2) Indirect Costs. Indirect costs may include overhead, general and administrative expenses, and fringe benefits not normally treated as direct costs.
 - (3) Profit. The amount of profit shall be negotiated and may vary according to the nature, extent, and complexity of the work required by the change.

The allowability of the direct and indirect costs shall be determined in accordance with the Contract Cost Principles and Procedures for Commercial Firms in Part 31 of the Federal Acquisition Regulation (48 CFR 1-31), as implemented by HUD Handbook 2210.18, in effect on the date of this contract. The Contractor shall not be allowed a profit on the profit received by any subcontractor. Equitable adjustments for deleted work shall include a credit for profit and may include a credit for indirect costs. On proposals covering both increases and decreases in the amount of the contract, the application of indirect costs and profit shall be on the net- change in direct costs for the Contractor or subcontractor performing the work

- (g) The Contractor shall include in the proposal its request for time extension (if any), and shall include sufficient information and dates to demonstrate whether and to what extent the change will delay the completion of the contract in its entirety.
- (h) The Contracting Officer shall act on proposals within 30 days after their receipt, or notify the Contractor of the date when such action will be taken.
- (i) Failure to reach an agreement on any proposal shall be a dispute under the clause entitled Disputes herein. Nothing in this clause, however, shall excuse the Contractor from proceeding with the contract as changed.
- (j) Except in an emergency endangering life or property, no change shall be made by the Contractor without a prior order from the Contracting Officer.

28. Suspension of Work

- (a) The Contracting Officer may order the Contractor in writing to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of DOH/Homeowner.

If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contracting Officer in the administration of this contract, or (2) by the Contracting Officer's failure to act within the time specified (or within a reasonable time if not specified) in this contract an adjustment may be made for any increase in the cost of performance of the contract

(excluding profit) necessarily caused by such unreasonable suspension, delay, or interruption and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor or for which any equitable adjustment is provided for or excluded under any other provision of this contract.

(b) A claim under this clause shall not be allowed without prior written approval of the Contracting Officer.

29. Disputes

- (a) "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.
- (b) 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.
- (c) All claims by the Contractor shall be made in writing and submitted to the Contracting Officer for a written decision.
- (d) A claim by the Homeowner against the Contractor shall be subject to a written decision by the Contracting Officer.
- (e) The Contracting Officer shall, within 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.
- (f) 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) days after receipt of the Contracting Officer's decision.
- (g) 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.

30. Default

- (a) If the Contractor refuses or fails to prosecute the work, or any separable part thereof, with the diligence that will insure its completion within the time specified in this contract, or any extension thereof, or fails to complete said work within this time, the Contracting Officer may, by written notice to the Contractor, terminate the right to proceed with the work (or separable part of the work) that has been delayed. In this event, DOH may take over the work and complete it, by contract or otherwise, and may take possession of and use any materials, equipment, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to DOH/Homeowner resulting from the Contractor's refusal or failure to complete the work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by DOH/Homeowner in completing the work.
- (b) The Contractor's right to proceed shall not be terminated or the Contractor charged with damages under this clause if—
 - (1) The delay in completing the work arises from unforeseeable causes beyond the control and without

the fault or negligence of the Contractor. Examples of such causes include (i) acts of God, or of the public enemy, (ii) acts of DOH or other governmental entity in either its sovereign or contractual capacity, (iii) acts of another contractor in the performance of a contract with DOH, (iv) fires, (v) floods, (vi) epidemics, (vii) quarantine restrictions, (viii) strikes, (ix) freight embargoes, (x) unusually severe weather, or (xi) delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and the subcontractors or suppliers; and

(2) The Contractor, within days (5 days unless otherwise indicated) from the beginning of such delay (unless extended by the Contracting Officer) notifies the Contracting Officer in writing of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of the delay. If, in the judgment of the Contracting Officer, the findings of fact warrant such action, time for completing the work shall be extended by written modification to the contract. The findings of the Contracting Officer shall be reduced to a written decision which shall be subject to the provisions of the Disputes clause of this contract

(c) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been for convenience of DOH.

31. Liquidated Damages

(a) If the Contractor fails to complete the work within the time specified in the contract, or any extension, as specified in the clause entitled Default of this contract, the Contractor may pay to DOH as liquidated damages, the sum of \$100.00 for each day of delay. If different completion dates are specified in the contract for separate parts or stages of the work, the amount of liquidated damages shall be assessed on those parts or stages which are delayed. To the extent that the Contractor's delay or nonperformance is excused under another clause in this contract, liquidated damages shall not be due DOH. The Contractor remains liable for damages caused other than by delay.

(b) If DOH terminates the Contractor's right to proceed, the resulting damage will consist of liquidated damages until such reasonable time as may be required for final completion of the work together with any increased costs occasioned DOH in completing the work.

(c) If DOH does not terminate the Contractor's right to proceed, the resulting damage will consist of liquidated damages until the work is completed or accepted.

32. Termination for Convenience

(a) The Contracting Officer may terminate this contract in whole, or in part, whenever the Contracting Officer determines that such termination is in the best interest of DOH/Homeowner. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which the performance of the work under the contract is terminated, and the date upon which such termination becomes effective.

(b) If the performance of the work is terminated, either in whole or in part, DOH/Homeowner shall be liable to the Contractor for reasonable and proper costs resulting from such termination upon the receipt by DOH of a properly presented claim setting out in detail: (1) the total cost of the work performed to date of termination less the total amount of contract payments made to the Contractor; (2) the cost (including reasonable profit) of settling and paying claims under subcontracts and material orders for work performed and materials and supplies delivered to the site, payment for which has not been made by DOH to the Contractor or by the Contractor to the subcontractor or supplier; (3) the cost of preserving and protecting the work already performed until DOH or assignee takes possession thereof or assumes responsibility therefore; (4) the actual or estimated cost of legal and accounting services reasonably necessary to prepare and present the termination claim to DOH/Homeowner; and (5) an amount constituting a reasonable profit on the value of the work performed by the Contractor.

(c) The Contracting Officer will act on the Contractor's claim within days (60 days unless otherwise

indicated) of receipt of the Contractor's claim.

- (d) Any disputes with regard to this clause are expressly made subject to the provisions of the Disputes clause of this contract.

33. Assignment of Contract

The Contractor shall not assign or transfer any interest in this contract; except that claims for monies due or to become due from DOH/Homeowner under the contract may be assigned to a bank, trust company, or other financial institution. Such assignments of claims shall only be made with the written concurrence of the Contracting Officer. If the Contractor is a partnership, this contract shall inure to the benefit of the surviving or remaining member(s) of such partnership as approved by the Contracting Officer.

34. Insurance

- (a) Before commencing work, the Contractor and each subcontractor shall furnish DOH with certificates of insurance listing DOH and the Homeowner as additionally insured A.T.I.M.A. showing the following insurance is in force and will insure all operations under the Contract:
 - (1) Workers' Compensation, in accordance with state or Territorial Workers' Compensation laws.
 - (2) Commercial General Liability with a combined single limit for bodily injury and property damage of not less than \$1,000,000 per occurrence to protect the Contractor and each subcontractor against claims for bodily injury or death and damage to the property of others. This shall cover the use of all equipment, hoists, and vehicles on the site(s) not covered by Automobile Liability under (3) below. If the Contractor has a "claims-made" policy, then the following additional requirements apply: the policy must provide a "retroactive date" which must be on or before the execution date of the Contract; and the extended reporting period may not be less than five years following the completion date of the Contract.
 - (3) Automobile Liability on owned and non-owned motor vehicles used on the site(s) or in connection therewith for a combined single limit for bodily injury and property damage of not less than \$1,000,000 per occurrence.
 - (4) Cargo Insurance in the amount of \$250,000 is required when the project involves raising the structure above the Base Flood Elevation.
- (b) Before commencing work, the Contractor shall furnish DOH with a certificate of insurance evidencing that Builder's Risk (fire and extended coverage) Insurance on all work in place and/or materials stored at the building site(s), including foundations and building equipment, is in force. The Builder's Risk Insurance shall be for the benefit of the Contractor, the Homeowner and DOH as their interests may appear and each shall be named in the policy or policies as an insured. The Contractor in installing equipment supplied by DOH shall carry insurance on such equipment from the time the Contractor takes possession thereof until the Contract work is accepted by DOH. The Builder's Risk Insurance need not be carried on excavations, piers, footings, or foundations until such time as work on the superstructure is started. It need not be carried on landscape work. Policies shall furnish coverage at all times for the full cash value of all completed construction, as well as materials in place and/or stored at the site(s), whether or not partial payment has been made by DOH. The Contractor may terminate this insurance on buildings as of the date taken over for occupancy by the Homeowner. The Contractor is not required to carry Builder's Risk Insurance for modernization work which does not involve structural alterations or additions and where the Homeowner's existing fire and extended coverage policy can be endorsed to include such work.
- (c) All insurance shall be carried with companies which are financially responsible and admitted to do business in the State in which the project is located with a minimum Best rating of A-. If any such insurance is due to expire during the construction period, the Contractor (including subcontractors, as applicable) shall not permit the coverage to lapse and shall furnish evidence of coverage to the

Contracting Officer. All certificates of insurance, as evidence of coverage, shall provide that no coverage may be canceled or non-renewed by the insurance company until at least 30 days prior written notice has been given to the Contracting Officer.

35. Subcontracts

- (a) Definitions. As used in this contract -
 - (1) "Subcontract" means any contract, purchase order, or other purchase agreement, including modifications and change orders to the foregoing, entered into by a subcontractor to furnish supplies, materials, equipment, and services for the performance of the prime contract or a subcontract.
 - (2) "Subcontractor" means any supplier, vendor, or firm that furnishes supplies, materials, equipment, or services to or for the Contractor or another subcontractor.
- (b) The Contractor shall not enter into any subcontract with any subcontractor who has been temporarily denied participation in a HUD program or who has been suspended or debarred from participating in contracting programs by any agency of the United States Government or of the state in which the work under this contract is to be performed.
- (c) The Contractor shall be as fully responsible for the acts or omissions of its subcontractors, and of persons either directly or indirectly employed by them as for the acts or omissions of persons directly employed by the Contractor.
- (d) The Contractor shall insert appropriate clauses in all subcontracts to bind subcontractors to the terms and conditions of this contract insofar as they are applicable to the work of subcontractors.
- (e) Nothing contained in this contract shall create any contractual relationship between any subcontractor and DOH or between the subcontractor and HUD.

36. Subcontracting with Small and Minority Firms, Women's Business Enterprise, and Labor Surplus Area Firms

The Contractor shall take the following steps to ensure that, whenever possible, subcontracts are awarded to small business firms, minority firms, women's business enterprises, and labor surplus area firms:

- (a) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (b) Ensuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
- (c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;
- (d) Establishing delivery schedules, where the requirements of the contract permit, which encourage participation by small and minority businesses and women's business enterprises; and
- (e) Using the services and assistance of the U.S. Small Business Administration, the Minority Business Development Agency of the U.S. Department of Commerce, and State and local governmental small business agencies.

37. Equal Employment Opportunity

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

- (a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or handicap.
- (b) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, national origin, or

handicap. Such action shall include, but not be limited to, (1) employment, (2) upgrading, (3) demotion, (4) transfer, (5) recruitment or recruitment advertising, (6) layoff or termination, (7) rates of pay or other forms of compensation, and (8) selection for training, including apprenticeship.

- (c) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
- (d) The Contractor shall, 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, national origin, or handicap.
- (e) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
- (f) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
- (g) The Contractor shall furnish all information and reports required by Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (h) In the event of a determination that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, 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 under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.
- (i) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontract or purchase order as the Secretary of Housing and Urban Development or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.
- (j) Compliance with the requirements of this clause shall be to the maximum extent consistent with, but not in derogation of, compliance with section 7(b) of the Indian Self-Determination and Education Assistance Act and the Indian Preference clause of this contract.

38. Employment, Training, and Contracting Opportunities for Low-Income Persons, Section 3 of the Housing and Urban Development Act of 1968.

- (a) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the

contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- (d) The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- (e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- (f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- (g) With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

39. Interest of Members of Congress

No member of or delegate to the Congress of the United States of America shall be admitted to any share or part of this contract or to any benefit that may arise therefrom.

40. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees

No member, officer, or employee of DOH, no member of the governing body of the locality in which the project is situated, no member of the governing body of the locality in which DOH was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.

41. Limitations on Payments made to Influence Certain Federal Financial Transactions

- (a) The Contractor agrees to comply with Section 1352 of Title 31, United States Code which prohibits the use of Federal appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) The Contractor further agrees to comply with the requirement of the Act to furnish a disclosure (OMB Standard Form LLL, Disclosure of Lobbying Activities) if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be

paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement.

42. Royalties and Patents

The Contractor shall pay all royalties and license fees. It shall defend all suits or claims for infringement of any patent rights and shall save DOH/Homeowner harmless from loss on account thereof; except that DOH shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer or manufacturers is specified and the Contractor has no reason to believe that the specified design, process, or product is an infringement. If, however, the Contractor has reason to believe that any design, process or product specified is an infringement of a patent, the Contractor shall promptly notify the Contracting Officer. Failure to give such notice shall make the Contractor responsible for resultant loss.

43. Examination and Retention of Contractor's Records

- (a) DOH, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.
- (b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.
- (c) The periods of access and examination in paragraphs (a) and (b) above for records relating to (1) appeals under the Disputes clause of this contract, (2) litigation or settlement of claims arising from the performance of this contract, or (3) costs and expenses of this contract to which DOH, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

44. Labor Standards - Davis-Bacon and Related Acts

Except for housing rehabilitation/reconstruction projects designed to contain fewer than eight (8) units, if the total amount of this contract exceeds \$2,000, the Federal labor standards set forth in the clause below shall apply to the development or construction work to be performed under the contract.

(a) Minimum Wages.

- (1) All laborers and mechanics employed under this contract in the development or construction of the project(s) involved will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof (if applicable), regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the regular weekly period, are deemed to be constructively made or incurred during such weekly period. If applicable, such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR

5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers (if applicable).

- (2) (i) Any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when all the following criteria have been met: (A) The work to be performed by the classification requested is not performed by a classification in the wage determination; and (B) The classification is utilized in the area by the construction industry; and (C) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
 - (ii) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employee Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.
 - (iii) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.
 - (iv) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (a)(2)(ii) or (iii) of this clause shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in classification.
 - (3) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
 - (4) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.
- (b) Withholding of funds. HUD or its designee shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime Contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working in the construction or development of the project, all or part of the wages required by the contract, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee

may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due.

(c) Payrolls and basic records.

(1) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working in the construction or development of the project. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under 29 CFR 5.5(a)(1)(iv), that the wages of any laborer or mechanic include the amount of costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(2)

(i) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under subparagraph (c)(1) of this clause. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. The Contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1214-0149.)

(ii) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

- a. That the payroll for the payroll period contains the information required to be maintained under paragraph (c) (1) of this clause and that such information is correct and complete;
- b. That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3; and
- c. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(iii) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirements for submission of the "Statement of Compliance" required by subparagraph (c)(2)(ii) of this clause.

(iv) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

(3) The Contractor or subcontractor shall make the records required under subparagraph (c)(1) available for inspection, copying, or transcription by authorized representatives of HUD or its designee, the Contracting Officer, or the Department of Labor and shall permit such representatives to interview

employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

- (d) (1) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship and Training, Employer and Labor Services (OATELS), or with a State Apprenticeship Agency recognized by OATELS, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by OATELS or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in this paragraph, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event OATELS, or a State Apprenticeship Agency recognized by OATELS, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (2) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program,

- the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (3) Equal employment opportunity. The utilization of apprentices, trainees, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.
 - (e) Compliance with Copeland Act requirements. The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract.
 - (f) Contract termination; debarment. A breach of this contract clause may be grounds for termination of the contract and for debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12.
 - (g) Compliance with Davis-Bacon and related Act requirements. All rulings and interpretations of the Davis-Bacon and related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.
 - (h) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this clause shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and DOH, HUD, the U.S. Department of Labor, or the employees or their representatives.
 - (i) Certification of eligibility.
 - (1) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
 - (2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a United States Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
 - (3) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.
 - (j) Contract Work Hours and Safety Standards Act. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.
 - (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics, including watchmen and guards, shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
 - (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the provisions set forth in subparagraph (j)(1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic (including watchmen and guards) employed in violation of the provisions set forth in subparagraph (j)(1) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in subparagraph (j)(1) of this clause.
 - (3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any Federal contract with the same prime Contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in subparagraph (j)(2) of this clause.
 - (k) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts all the provisions contained

in this clause, and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all these provisions

45. . Non-Federal Prevailing Wage Rates

- (a) Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under State or tribal law to be prevailing, with respect to any employee in any trade or position employed under the contract, is inapplicable to the contract and shall not be enforced against the Contractor or any subcontractor, with respect to employees engaged under the contract whenever such non-Federal prevailing wage rate exceeds:
 - (1) The applicable wage rate determined by the Secretary of Labor pursuant to the Davis-Bacon Act (40 U.S.C. 3141 et seq.) to be prevailing in the locality with respect to such trade;
- (b) An applicable apprentice wage rate based thereon specified in an apprenticeship program registered with the U.S. Department of Labor (DOL) or a DOL- recognized State Apprenticeship Agency; or
- (c) An applicable trainee wage rate based thereon specified in a DOL-certified trainee program.

46. Procurement of Recovered Materials.

- (a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contains the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.
- (b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was within a Federal agency or a State agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

SECTION 00 31 26

EXISTING HAZARDOUS MATERIAL INFORMATION

PART 1 GENERAL

1.1 RELATED DOCUMENTS

- A. "Hazardous Material Inspection Report, 70-72 Kent Avenue" July 11, 2014

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

END OF SECTION



Facility Support Services, LLC

Environmental & Safety Consulting Engineers

**Connecticut Department of Housing
Community Development Block Grant – Disaster Recovery
Owner Occupied Recovery and Rehabilitation Program**

**Hazardous Materials
Inspection Report**

**70-72 Kent Avenue
Bridgeport, Connecticut**

PREPARED FOR:

Martinez Couch & Associates, LLC
1084 Cromwell Ave. Suite A-2
Rocky Hill, CT 06067

PREPARED BY:

Facility Support Services, LLC
2685 State Street
Hamden, CT 06517
Phone (203) 288-1281

July 11, 2014

SIGNATURES OF REPORT AUTHORS

The employees of Facility Support Services, LLC whose names appear below prepared this report. Requests for information on the content of this document should be directed to these individuals.



Kevin S. Bogue, LEP, CHMM
Project Manager
CTDPH Asbestos Inspector #000157

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Attachment C	FSS Licensure
Attachment D	Asbestos Laboratory Analytical Data
Attachment E	Lead Analytical Data
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I. Introduction

Facility Support Services, LLC (FSS) was contracted by Martinez, Couch & Associates, LLC (MCA) to perform a limited scope hazardous materials survey of 70-72 Kent Avenue in Bridgeport, Connecticut (the “Site”). The purpose of this inspection was to identify the presence of asbestos, PCBs, lead paint and mold in certain building materials proposed for removal/demolition that qualify for the repair/replacement of items damaged by the October 2012 Tropical Storm Sandy under the Connecticut Department of Housing (DOH), Community Development Block Grant – Disaster Recovery Owner Occupied Recovery and Rehabilitation Program. In addition, FSS performed radon testing as required for DOH funded projects. FSS utilized best industry practices to identify all suspect materials associated with the structures. Any material that has not been identified during this inspection or discovered during renovation/demolition activities must be presumed to be hazardous until such time that samples of the material can be collected and analyzed.

II. Mold

FSS conducted sampling for mold on June 10, 2014. Testing for total spores in the air was conducted for the following areas of the Site to identify concerns with indoor air quality related to mold and fungi:

- 3rd Floor Landing
- Outside of House

The outside ambient air sample provided a background reference sample (collected from a location in the front yard). Mr. Kevin Bogue of FSS conducted the spore sampling utilizing an air sampling pump and sample media. Air was collected at a rate of 15.0 liters of air per minute. The samples were collected on Air-O-Cell type sampling cartridges located in line with the sampling pump, which ran for 10 minutes at each sampling location.

The spore samples were analyzed by EMSL Analytical of Wallingford, Connecticut for the identification and enumeration of spores (EMSL Method M001). EMSL is a State of Connecticut, Department of Public Health certified laboratory (Accreditation Number 165118). Analytical reports for mold are included in Appendix A.

The analysis for total spore counts is a direct microscopic examination and does not include culturing or growing fungi. Therefore, the results include both viable and non-viable spores. Spore trap results are reported in spores per cubic meter of air. See Table 1 below for an outline of the mold analytical results.

Table 1
Summary of Laboratory Analysis of Spore Types
70-72 Kent Avenue, Bridgeport, Connecticut

Sample Number & Location	Raw Count	Total Fungi (Count/m ³)	Spore Types Present
222140610_2158_MS1 3rde Floor Landing	182	3,870	Ascospores, Aspergillus/Penicillium, Basidiospores, Cladosporium, Ganoderma, Myxomycetes, Spegazzinia
222140610_2158_MS2 Outside	649	13,670	Alternia, Ascospores, Basidiospores, Cladosporium, Ganoderma, Myzomycetes, Gliomastix

The primary mold species in both of the samples was Ascospores. Ascospores encompass a wide range of genera worldwide and associated with member of the Phylum Ascomycota. This spore type is found everywhere in nature.

In Connecticut, there are currently no regulatory standards directly governing mold/fungal spore concentrations. Although no standards for mold exist, some information regarding levels have been published, including the following:

Baxter, et al considers mold contamination present in a building when the total mold spore concentration per cubic meter is above 10,000. However in special cases, even low quantitative levels of certain particles or particle types (such as *Penicillium/Aspergillus* spore chains in an un-treated building) may be diagnostic and may indicate a hidden mold reservoir that merits further investigation.

FSS's investigation found total spore concentrations inside the Site residence of up to 3,870/m³, which is below the 10,000/m³ level noted above.

The American Conference of Government Industrial Hygienists (ACGIH) stated that indoor mold levels are generally less than 1/3 the outdoor level and that when indoor mold is at more than this level remedial action should be taken to find the source of the elevated counts and to clean it up. However, this is a general rule and may be inaccurate and unreliable method for screening buildings for mold.

FSS's investigation found a total spore concentration in the interior sample at a level well below the 1/3 ratio level noted in the previous paragraph.

III. Radon

Initial radon testing was conducted by Mr. Kevin Bogue. Test results were obtained by using a passive activated charcoal device manufactured and analyzed by Radon Testing Corporation of America of Elmsford, New York. The test devices are individually numbered and marked with a bar code for identification (RTCA 4 Pass Charcoal Canister, NRSB Device Code 10331).

Devices were placed in the basement level of the residence on May June 10, 2014. The sampling devices were placed on table with a yellow "Do Not Disturb Test in Progress" warning sign placed beneath the test device. The homeowner was reminded to not open windows or to allow anyone to tamper with the test device. Testing time was approximately 68 hours.

The radon canisters were submitted to Radon Testing Corporation of America for analysis. The analytical results for samples were reported to be 2.2 pCi/L (sample# 2319586), and 1.7 pCi/L (sample #2319591), respectively, as shown on Table 2 below. These results do not exceed the EPA’s action level of 4.0 pCi/L established for radon. Analytical result reports are included in Appendix B.

Table 2
Summary of Laboratory Analysis of Radon
70-72 Kent Avenue, Bridgeport, Connecticut

Canister ID#	Location	Radon Concentration (pCi/L)
June 10-13, 2014		
2319586	Basement #2	2.2
2319591	Basement #1	1.7

IV. Asbestos

FSS conducted a limited scope asbestos inspection and bulk sampling on June 10, 2014 of suspect building materials that are proposed for renovations. The inspection was conducted by Kevin Bogue, a State of Connecticut licensed Asbestos Inspector. Mr. Bogue’s Connecticut Asbestos Inspectors/Management Planner license is provided in Appendix C.

The following suspect materials were indentified during the inspection:

- Plaster (white skim coat and grey base coat (3rd Floor closet)
- Window Glazing (basement)
- Sheetrock (2nd Floor stairwell)
- Taping Compound (2nd Floor stairwell)
- Window Glazing (2nd Floor)
- Window Caulk (2nd Floor)
- Roof Shingle
- Taping Compound (master bedroom)
- Sheetrock (master bedroom)
- Window Glazing (2nd floor window – renters)

This asbestos inspection was performed in accordance with the EPA, NESHAP regulations for building renovations and demolition, 40 CFR Part 61, Amended 11/20/1990. The bulk asbestos samples collected during this inspection were delivered under full chain of custody and analyzed by EMSL Analytical, Inc., via EPA/600/R-93/116. This is currently the approved EPA test method, which uses Polarized Light Microscopy (PLM). EMSL Analytical, Inc. is an accredited asbestos laboratory (NVLAP # 200700-0) and is a State of Connecticut approved public health laboratory for asbestos analysis. Copies of the laboratory analytical results can be found in Attachment D of this report.

Laboratory results have revealed that the asbestos content of the following tested materials are below the 1% required to confirm a material as asbestos containing.

V. PCBs

Following an inspection of building materials proposed for renovations, three suspected PCB-containing materials were identified:

- Window Glazing (basement)
- Window Glazing (3rd floor landing)
- Window Glazing (2nd floor renters)

FSS collected samples of these materials for laboratory analysis for PCBs by EPA Method 8082A with Soxhlet Extraction. Laboratory data indicates that the PCB content of the sampled materials was below detectable levels (<0.80 ppm), therefore was below the 1 ppm action level for PCBs. No further investigations or special disposal requirements (for PCBs) are required for these materials.

VI. Lead

The subject residential structure was built prior to 1978 (1918) and therefore the likelihood that lead painted surfaces are present is increased. As a residential structure built prior to 1978 the removal of lead painted materials where a child under 6 is housed, or may visit, would trigger the EPA Renovation, Repair and Painting (RRP) rule. Furthermore, adherence to the requirements of The Lead-Safe Housing Rule (US Department of Housing and Urban development, HUD) are stipulated by the Connecticut Department of Housing (DOH) as part of the Community Development Block Grant – Disaster Recovery Owner Occupied Recovery and Rehabilitation Program.

A building wide XRF inspection was conducted by Maureen Monaco of Gilberto Lead Inspections, LLC (Gilbertco) utilizing a Scitec Map4 Portable X-Ray Fluoroscope Spectrum Analyzer with a Cobalt 57 source. The findings of the investigation determined one area tested positive for lead based paint ($>1.0 \text{ mg/cm}^2$):

- Rear Bedroom
 - Window Well
 - Window Jamb
 - Ext Sash

- Middle Bedroom
 - Window Well
 - Window Jamb

- Kitchen
 - Window Well
 - Window Jamb

- Rear Left Closet
 - Walls
 - Window Sill
 - Baseboard
 - Window Well
 - Window Jamb

- Rear hall
 - Door

- Exterior Rear Porch
 - Door

- Door Jamb
- Threshold
- Floor
- Rear Right Bedroom
 - Walls
 - Window Well
 - Window Jamb
- Living Room (middle)
 - Window well
 - Window Jamb
- Font Hallway
 - Door
 - Window Sash
 - Window Well
 - Window Jamb
 - Exterior Sash
- Front Porch 2nd Floor
 - Door
 - Door Jamb
 - Threshold
 - Floor
- Bathroom
 - Door Jamb
 - Door Casing
 - Window Trim
 - Window Sash
 - Ceiling
- Right Bedroom
 - Walls
 - Ceiling

Non-Intact Materials

A copy of the Gilbertco Lead Inspection Report is provided in Appendix E. Following the HUD Lead-Safe Housing Guidelines, on-intact materials should undergo interim measures to abate the hazard. Non-intact lead containing materials have been identified as the following:

- Rear Bedroom
 - Window Well
 - Window Jamb
 - Ext Sash
- Middle Bedroom
 - Window Well
 - Window Jamb
- Exterior Rear Porch
 - Door
 - Door Jamb
 - Threshold
 - Floor
- Rear Right Bedroom
 - Window Well
 - Window Jamb
- Living Room (middle)
 - Window well
 - Window Jamb
- Font Hallway
 - Window Well
 - Window Jamb
 - Exterior Sash
- Front Porch 2nd Floor
 - Door
 - Door Jamb
 - Threshold
 - Floor
- Bathroom
 - Window Trim
 - Window Sash
- Exterior
 - Basement Window
 - Door Jamb
 - Porch Wall

- Garage
 - Door
 - Door Casing
 - Ceiling

Demolition Materials

When toxic wastes are land disposed, contaminated liquid may leach from the waste and pollute ground water. Toxicity is defined through a laboratory procedure called the Toxicity Characteristic Leaching Procedure (TCLP) (Method 1311). The TCLP helps identify wastes likely to leach concentrations of contaminants that may be harmful to human health or the environment.

Areas that tested positive for lead (regardless of intactness) and that are proposed for demolition include:

- Exterior Basement Window

VII. Conclusions & Recommendations

When the structure is renovated, all removed debris should be sent to an appropriate landfill for final disposal following all appropriate regulations. Any work involving lead-containing paints should be conducted under the EPA's RRP Renovation, Repair and Painting Rule. Any material discovered during renovation activities which have not been included in this survey must be presumed to contain asbestos, lead and PCBs until such time that the material can be evaluated and sampled.

Asbestos – No asbestos containing materials (>1% asbestos) were identified in materials proposed for renovation or demolition.

PCBs - Three suspected PCB-containing materials were identified in proposed renovation materials and sampled. Laboratory data indicates that the PCB content of the sampled materials was below detectable levels (<0.80 ppm), therefore was below the 1 ppm action level for PCBs. No further investigations or special disposal requirements (for PCBs) are required for these materials. **Mold** – Mold spore count analysis indicates no accelerated mold growth in the residence (when comparing indoor mold spore count numbers to exterior spore count numbers).

Radon – Levels of radon were identified in the basement of the residence at a level of 1.7 and 2.2 pCi/L, below the EPA action level of 4.0 pCi/L. No further work related to radon will be required.

Lead - Following the HUD Lead-Safe Housing Guidelines, the non-intact areas should undergo interim measures to abatement the hazard. The following areas were non-intact as well as testing positive:

- Rear Bedroom
 - Window Well
 - Window Jamb
 - Ext Sash

- Middle Bedroom
 - Window Well
 - Window Jamb

- Exterior Rear Porch
 - Door
 - Door Jamb
 - Threshold
 - Floor

- Rear Right Bedroom
 - Window Well
 - Window Jamb

- Living Room (middle)
 - Window well
 - Window Jamb

- Font Hallway
 - Window Sash
 - Window Well
 - Window Jamb
 - Exterior Sash

- Front Porch 2nd Floor
 - Door
 - Door Jamb
 - Threshold
 - Floor

- Bathroom
 - Window Trim
 - Window Sash

- Exterior
 - Basement Window
 - Door Jamb
 - Porch Wall

- Garage
 - Door
 - Door Casing
 - Ceiling

Areas that tested positive and that are proposed for demolition include:

- Exterior Basement Window

Due to the fact that this material is proposed for repairs utilizing the Lead RRP Rule, including proper disposal of abated lead-containing materials by the RRP Contractor, no further consideration for lead containing demolition debris is required for this project.

ATTACHMENTS

ATTACHMENT A
MOLD ANALYTICAL DATA



EMSL Analytical, Inc.

29 North Plains Highway, Unit # 4 Wallingford, CT 06492
 Phone/Fax: 203-284-5948 / (203) 284-5978
<http://www.EMSL.com> / wallingfordlab@emsl.com

Order ID: 241402241
 Customer ID: FSS93
 Customer PO:
 Project ID:

Attn: Kevin Bogue
 Facility Support Services, LLC
 2685 State Street
 Hamden, CT 06517

Phone: (203) 288-1281
 Fax: (203) 248-4409
 Collected:
 Received: 06/13/2014
 Analyzed: 06/19/2014

Proj: 22214-2158 70 Kent

Test Report: Air-O-Cell™ Analysis of Fungal Spores & Particulates by Optical Microscopy (Methods EMSL 05-TP-003, ASTM D7391)

Lab Sample Number:	241402241-0001			241402241-0002		
Client Sample ID:	20140610-2158-MS1			20140610-2158-MS2		
Volume (L):	150			150		
Sample Location:	3rd floor landing			Outside		
Spore Types	Raw Count	Count/m ³	% of Total	Raw Count	Count/m ³	% of Total
Alternaria	-	-	-	4	80	0.6
Ascospores	51	1100	28.4	446	9410	68.8
Aspergillus/Penicillium	35	740	19.1	-	-	-
Basidiospores	43	910	23.5	95	2000	14.6
Bipolaris++	-	-	-	-	-	-
Chaetomium	-	-	-	-	-	-
Cladosporium	30	630	16.3	62	1300	9.5
Curvularia	-	-	-	-	-	-
Epicoccum	-	-	-	-	-	-
Fusarium	-	-	-	-	-	-
Ganoderma	9	200	5.2	18	380	2.8
Myxomycetes++	13	270	7	21	440	3.2
Pithomyces	-	-	-	-	-	-
Rust	-	-	-	-	-	-
Scopulariopsis	-	-	-	-	-	-
Stachybotrys	-	-	-	-	-	-
Torula	-	-	-	-	-	-
Ulocladium	-	-	-	-	-	-
Unidentifiable Spores	-	-	-	-	-	-
Zygomycetes	-	-	-	-	-	-
Gliomastix	-	-	-	3	60	0.4
Spegazzinia	1	20	0.5	-	-	-
Total Fungi	182	3870	100	649	13670	100
Hyphal Fragment	12	250	6.5	23	490	3.6
Insect Fragment	-	-	-	-	-	-
Pollen	30	630	16.3	-	-	-
Analyt. Sensitivity 600x	-	21	-	-	21	-
Analyt. Sensitivity 300x	-	7*	-	-	7*	-
Skin Fragments (1-4)	-	2	-	-	-	-
Fibrous Particulate (1-4)	-	2	-	-	-	-
Background (1-5)	-	3	-	-	2	-

Bipolaris++ = Bipolaris/Drechslera/Exserohilum
 Myxomycetes++ = Myxomycetes/Periconia/Smut

Gloria V. Oriol, Laboratory Manager
 or Other Approved Signatory

No discernable field blank was submitted with this group of samples.

High levels of background particulate can obscure spores and other particulates leading to underestimation. Background levels of 5 indicate an overloading of background particulates, prohibiting accurate detection and quantification. Present = Spores detected on overloaded samples. Results are not blank corrected unless otherwise noted. The detection limit is equal to one fungal spore, structure, pollen, fiber particle or insect fragment. "*" Denotes particles found at 300X. "-" Denotes not detected. Due to method stopping rules, raw counts in excess of 100 are extrapolated based on the percentage analyzed. EMSL maintains liability limited to cost of analysis. This report relates only to the samples reported above and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. Interpretation and use of test results are the responsibility of the client. Samples received in good condition unless otherwise noted.

Samples analyzed by EMSL Analytical, Inc. Wallingford, CT AIHA-LAP, LLC--EMLAP Lab 165118

Initial report from: 06/19/2014 12:40:54

For Information on the fungi listed in this report please visit the Resources section at www.emsl.com



Microbiology Chain of Custody

EMSL Order Number (Lab Use Only):

241402241

Company: Facility Support Services, LLC		EMSL-Bill to: <input type="checkbox"/> Different <input checked="" type="checkbox"/> Same <small>If Bill to is Different note instructions in Comments**</small>	
Street: 2685 State Street		<i>Third Party Billing requires written authorization from third party</i>	
City: Hamden	State/Province: CT	Zip/Postal Code: 06517	Country: United States
Report To (Name): Kevin Bogue		Telephone #: 203-288-1281	
Email Address: kbogue.fss@snet.net		Fax #:	Purchase Order:
Project Name/Number: 22214-2158 <i>70 Kent</i>		Please Provide Results: <input type="checkbox"/> FAX <input checked="" type="checkbox"/> E-mail <input type="checkbox"/> Mail	
U.S. State Samples Taken: CT		Connecticut Samples: <input type="checkbox"/> Commercial <input checked="" type="checkbox"/> Residential	

Turnaround Time (TAT) Options* - Please Check

3 Hour
 6 Hour
 24 Hour
 48 Hour
 72 Hour
 96 Hour
 1 Week
 2 Week

*Analysis completed in accordance with EMSL's Terms and Conditions located in the Analytical Price Guide. TATs are subject to methodology requirements

Non Culturable Air Samples (Spore Traps) – Test Codes

<ul style="list-style-type: none"> • M001 Air-O-Cell • M049 BioSIS • M030 Micro 5 	<ul style="list-style-type: none"> • M173 Allegro M2 • M003 Burkard • M174 MoldSnap 	<ul style="list-style-type: none"> • M004 Allergenco • M043 Cyclax • M176 Relle Smart 	<ul style="list-style-type: none"> • M032 Allergenco-D • M002 Cyclax-d • M130 Via-Cell 	<ul style="list-style-type: none"> • M172 Versa Trap
--	--	--	---	---

Other Microbiology Test Codes

<ul style="list-style-type: none"> • M041 Fungal Direct Examination • M005 Viable Fungi ID and Count • M006 Viable Fungi ID and Count (Speciation) • M007 Culturable Fungi • M008 Culturable Fungi (Speciation) • M009 Gram Stain Culturable Bacteria • M010 Bacterial Count and ID – 3 Most Prominent • M011 Bacterial Count and ID – 5 Most Prominent • M013 Sewage Contamination in Buildings 	<ul style="list-style-type: none"> • M014 Endotoxin Analysis • M015 Heterotrophic Plate Count • M180 Real Time Q-PCR-ERMI 36 Panel • M018 Total Coliform (Membrane Filtration) • M020 Fecal <i>Streptococcus</i> (Membrane Filtration) • M210-215 <i>Legionella</i> Detection • M026 Recreational Water Screen • M027 Mycotoxin Analysis 	<ul style="list-style-type: none"> • M029 <i>Enterococci</i> • M019 Fecal Coliform • M133 MRSA Analysis • M028 <i>Cryptococcus neoformans</i> Detection • M120 <i>Histoplasma capsulatum</i> Detection • M033-39 Allergen Testing • M044 Group Allergen (Cat, Dog, Cockroach, Dustmites) • Other See Analytical Price Guide
---	--	---

Preservation Method (Water):

Name of Sampler: _____ Signature of Sampler: _____

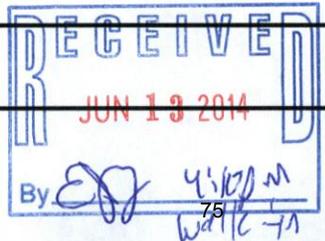
Sample #	Sample Location	Sample Type	Test Code	Volume/Area	Date/Time Collected
Example: A1	Kitchen	Air	M001	75L	1/1/12 4:00 PM
2014 0610-2158-MS1	<i>3rd Floor Landing</i>	<i>AIR</i>	<i>M001</i>	<i>150L</i>	<i>6/10/14 1:15-1:25</i>
20140610-2158-MS2	<i>Outside</i>	<i>AIR</i>	<i>M001</i>	<i>150L</i>	<i>6/10/14 1:44-1:54</i>

Client Sample # (s): *MS1 - MS2* Total # of Samples: *2*

Relinquished (Client): *Ken Bogue* Date: *6/13/2014* Time: _____

Received (Client): _____ Date: _____ Time: _____

Comments: _____



ATTACHMENT B
RADON ANALYTICAL DATA

Site Radon Inspection Report

Date : 06/17/2014

Mr. Christopher Hudacek
FACILITY SUPPORT SVCS., LLC
2685 State Street
Hamden, CT 06517-

Client: Kevin Bogue
Test Location: 70-72 Kent Avenue
Bridgeport, CT 06610-

Individual Canister Results

Canister ID# :	2319586	Test Start :	06/10/2014 @ 14:05
Canister Type :	Charcoal Canister 3 inch	Test Stop :	06/13/2014 @ 10:12
Location :	Basement-#2	Received:	06/17/2014 @ 15:55
Radon Level :	2.2 pCi/L	Analyzed:	06/17/2014 @ 13:35
Error for Measurement is: ±	0.5 pCi/L		

Canister ID# :	2319591	Test Start :	06/10/2014 @ 14:05
Canister Type :	Charcoal Canister 3 inch	Test Stop :	06/13/2014 @ 10:12
Location :	Basement-#1	Received:	06/17/2014 @ 15:55
Radon Level :	1.7 pCi/L	Analyzed:	06/17/2014 @ 13:35
Error for Measurement is: ±	0.4 pCi/L		

The reported results indicate that radon levels in the building tested are below the United States Environmental Protection Agency (EPA) action level of 4.0 picoCuries per liter of air (pCi/L). The EPA recommends retesting if your living patterns change and you begin occupying a lower level of the building, such as a basement or if major remodeling is done.

General radon information may be obtained by consulting the EPA booklet: A Citizen's Guide to Radon (www.epa.gov/radon/pubs/citguide.html). To request a copy or for further information, please contact your state health department. The EPA maintains a radon information website, including copies of its publications, at www.epa.gov/iaq/radon.

For New Jersey clients: Please see the attached guidance document entitled Radon Testing and Mitigation: The Basics for further information.

For New York clients: If the radon level of one or more testing devices is equal to or exceeds 20 pCi/L please contact the New York State Department of Health, Bureau of Environmental Radiation Protection, for technical advice and assistance at 518-402-7556 or toll free 1-800-458-1158.

PLEDGE OF ASSURED QUALITY

All procedures used for generating this report are in complete accordance with the current EPA protocols for the analysis of radon in air (EPA 402-R-92-004). The analytical results relate only to the samples tested, in the condition received by the lab, and that calculations were based upon the information supplied by client. RTCA and its personnel do not assume responsibility or liability, collectively and individually, for analysis results when detectors have been improperly handled or placed by the consumer, nor does RTCA and its personnel accept responsibility for any financial or health consequences of subsequent action or lack of action, taken by the customer or its consultants based on RTCA-provided results.



Andreas C. George

Andreas C. George
Radon Measurement Specialist
NJ MES 11089

Dante Galan

Dante Galan
Laboratory Director

NRSB ARL0001
NYS ELAP ID: 10806
PADEP ID: 0346
NJDEP ID: NY933
NJ MEB 90036
FL DOH RB1609

ATTACHMENT C

FSS LICENSURE

STATE OF CONNECTICUT

DEPARTMENT OF PUBLIC HEALTH

PURSUANT TO THE PROVISIONS OF THE GENERAL STATUTES OF CONNECTICUT
THE INDIVIDUAL NAMED BELOW IS LICENSED
BY THIS DEPARTMENT AS A

ASBESTOS CONSULTANT - INSP / MGMT PLANNER

LICENSE NO
000157
CURRENT THROUGH
08/31/14
VALIDATION NO
03-628349

KEVIN S. BOGUE

Kevin Bogue
SIGNATURE

Joel Muller
COMMISSIONER

ATTACHMENT D
ASBESTOS LABORATORY ANALYTICAL DATA



EMSL Analytical, Inc.

29 North Plains Highway, Unit # 4, Wallingford, CT 06492
Phone/Fax: 203-284-5948 / (203) 284-5978
<http://www.EMSL.com> wallingfordlab@emsl.com

EMSL Order: 241402232
CustomerID: FSS93
CustomerPO:
ProjectID:

Attn: **Kevin Bogue**
Facility Support Services, LLC
2685 State Street

Hamden, CT 06517

Project: **22214-2158 70 Kent**

Phone: (203) 288-1281
Fax: (203) 248-4409
Received: 06/13/14 4:10 PM
Analysis Date: 6/16/2014
Collected:

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
20140610-2158-S1A-Skim Coat <small>241402232-0001</small>	White skim coat + gray base coat (3rd fl. closet)	White Non-Fibrous Homogeneous	<1% Cellulose	2% Quartz 70% Ca Carbonate 28% Non-fibrous (other)	None Detected
20140610-2158-S1A-Base Coat <small>241402232-0001A</small>	White skim coat + gray base coat (3rd fl. closet)	Gray Non-Fibrous Homogeneous	2% Cellulose <1% Hair	30% Quartz 40% Ca Carbonate 28% Non-fibrous (other)	None Detected
20140610-2158-S1B-Skim Coat <small>241402232-0002</small>	White skim coat + gray base coat (3rd fl. closet)	White Non-Fibrous Homogeneous	<1% Cellulose	60% Ca Carbonate 40% Non-fibrous (other)	None Detected
20140610-2158-S1B-Base Coat <small>241402232-0002A</small>	White skim coat + gray base coat (3rd fl. closet)	Gray Non-Fibrous Homogeneous	<1% Hair <1% Cellulose	30% Quartz 45% Ca Carbonate 25% Non-fibrous (other)	None Detected
20140610-2158-S1C-Skim Coat <small>241402232-0003</small>	White skim coat + gray base coat (3rd fl. closet)	White Non-Fibrous Homogeneous	<1% Cellulose	100% Non-fibrous (other)	None Detected
20140610-2158-S1C-Base Coat <small>241402232-0003A</small>	White skim coat + gray base coat (3rd fl. closet)	Gray Non-Fibrous Homogeneous	<1% Cellulose <1% Hair	100% Non-fibrous (other)	None Detected
20140610-2158-S2A <small>241402232-0004</small>	Window glazing (basement)	Tan Non-Fibrous Homogeneous	<1% Cellulose	45% Ca Carbonate 55% Non-fibrous (other)	None Detected

Analyst(s)

Kristin Lopez (18)
Santino Ferraro (12)



Gloria V. Oriol, Laboratory Manager
or other approved signatory

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Samples analyzed by EMSL Analytical, Inc. Wallingford, CT NVLAP Lab Code 200700-0.

Initial report from 06/16/2014 15:38:57



EMSL Analytical, Inc.

29 North Plains Highway, Unit # 4, Wallingford, CT 06492
Phone/Fax: 203-284-5948 / (203) 284-5978
<http://www.EMSL.com> wallingfordlab@emsl.com

EMSL Order: 241402232
CustomerID: FSS93
CustomerPO:
ProjectID:

Attn: **Kevin Bogue**
Facility Support Services, LLC
2685 State Street

Hamden, CT 06517

Project: **22214-2158 70 Kent**

Phone: (203) 288-1281
Fax: (203) 248-4409
Received: 06/13/14 4:10 PM
Analysis Date: 6/16/2014
Collected:

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
20140610-2158-S2B 241402232-0005	Window glazing (basement)	White Non-Fibrous Homogeneous	<1%	Cellulose	35% Ca Carbonate 65% Non-fibrous (other) None Detected
20140610-2158-S2C 241402232-0006	Window glazing (basement)	Gray Non-Fibrous Homogeneous	<1%	Cellulose	100% Non-fibrous (other) None Detected
20140610-2158-S3A 241402232-0007	Window glazing (3rd fl)	Gray Non-Fibrous Homogeneous	3% <1%	Wollastonite Cellulose	35% Ca Carbonate 62% Non-fibrous (other) None Detected
20140610-2158-S3B 241402232-0008	Window glazing (3rd fl)	Gray/White/Black Non-Fibrous Homogeneous	<1%	Cellulose	100% Non-fibrous (other) None Detected
20140610-2158-S4A 241402232-0009	Sheetrock (2nd fl stairwell)	Gray Fibrous Homogeneous	6%	Cellulose	2% Quartz 30% Gypsum 62% Non-fibrous (other) None Detected
20140610-2158-S4B 241402232-0010	Sheetrock (2nd fl stairwell)	Tan Fibrous Homogeneous	2%	Cellulose	98% Non-fibrous (other) None Detected
20140610-2158-S5A 241402232-0011	Taping compound (2nd fl stairwell)	White Non-Fibrous Homogeneous	<1%	Cellulose	55% Ca Carbonate 45% Non-fibrous (other) None Detected
20140610-2158-S5B 241402232-0012	Taping compound (2nd fl stairwell)	White Non-Fibrous Homogeneous	<1%	Cellulose	100% Non-fibrous (other) None Detected

Analyst(s)

Kristin Lopez (18)
Santino Ferraro (12)



Gloria V. Oriol, Laboratory Manager
or other approved signatory

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Samples analyzed by EMSL Analytical, Inc. Wallingford, CT NVLAP Lab Code 200700-0.

Initial report from 06/16/2014 15:38:57

**EMSL Analytical, Inc.**

29 North Plains Highway, Unit # 4, Wallingford, CT 06492
 Phone/Fax: 203-284-5948 / (203) 284-5978
<http://www.EMSL.com> wallingfordlab@emsl.com

EMSL Order: 241402232
 CustomerID: FSS93
 CustomerPO:
 ProjectID:

Attn: **Kevin Bogue**
Facility Support Services, LLC
2685 State Street

Hamden, CT 06517

Phone: (203) 288-1281
 Fax: (203) 248-4409
 Received: 06/13/14 4:10 PM
 Analysis Date: 6/16/2014
 Collected:

Project: **22214-2158 70 Kent**

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
20140610-2158-S6A 241402232-0013	Window glazing (2nd fl.)	White Non-Fibrous Homogeneous		30% Ca Carbonate 70% Non-fibrous (other)	None Detected
20140610-2158-S6B 241402232-0014	Window glazing (2nd fl.)	Brown/White Non-Fibrous Homogeneous	<1% Cellulose <1% Glass	100% Non-fibrous (other)	None Detected
20140610-2158-S7A 241402232-0015	Window caulk (2nd fl.)	Gray Non-Fibrous Homogeneous	<1% Cellulose	10% Ca Carbonate 90% Non-fibrous (other)	None Detected
20140610-2158-S7B 241402232-0016	Window caulk (2nd fl.)	Gray Non-Fibrous Homogeneous	<1% Cellulose <1% Fibrous (other)	2% Ca Carbonate 98% Non-fibrous (other)	None Detected
20140610-2158-S7C 241402232-0017	Window caulk (2nd fl.)	Gray Non-Fibrous Homogeneous	<1% Cellulose	100% Non-fibrous (other)	None Detected
20140610-2158-S8A 241402232-0018	Roof shingle	Black Fibrous Homogeneous	8% Glass <1% Cellulose	92% Non-fibrous (other)	None Detected
20140610-2158-S8B 241402232-0019	Roof shingle	Black Fibrous Homogeneous	10% Glass	90% Non-fibrous (other)	None Detected
20140610-2158-S8C 241402232-0020	Roof shingle	Gray/Black Fibrous Homogeneous	4% Glass	96% Non-fibrous (other)	None Detected

Analyst(s)
 Kristin Lopez (18)
 Santino Ferraro (12)


 Gloria V. Oriol, Laboratory Manager
 or other approved signatory

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 Samples analyzed by EMSL Analytical, Inc. Wallingford, CT NVLAP Lab Code 200700-0.

Initial report from 06/16/2014 15:38:57



EMSL Analytical, Inc.

29 North Plains Highway, Unit # 4, Wallingford, CT 06492
Phone/Fax: 203-284-5948 / (203) 284-5978
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EMSL Order: 241402232
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CustomerPO:
ProjectID:

Attn: **Kevin Bogue**
Facility Support Services, LLC
2685 State Street

Hamden, CT 06517

Project: **22214-2158 70 Kent**

Phone: (203) 288-1281
Fax: (203) 248-4409
Received: 06/13/14 4:10 PM
Analysis Date: 6/16/2014
Collected:

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
20140610-2158-S9A 241402232-0021	Taping compound (master bedroom)	White Non-Fibrous Homogeneous	3% Cellulose 4% Wollastonite	35% Ca Carbonate 58% Non-fibrous (other)	None Detected
20140610-2158-S9B 241402232-0022	Taping compound (master bedroom)	White Non-Fibrous Homogeneous	<1% Cellulose	100% Non-fibrous (other)	None Detected
20140610-2158-S10A 241402232-0023	Sheetrock (master bedroom)	Gray Non-Fibrous Homogeneous	<1% Cellulose	30% Gypsum 5% Ca Carbonate 65% Non-fibrous (other)	None Detected
20140610-2158-S10B 241402232-0024	Sheetrock (master bedroom)	Gray Non-Fibrous Homogeneous	2% Cellulose	98% Non-fibrous (other)	None Detected
20140610-2158-S11A 241402232-0025	Window glazing (2nd floor window)	Tan Non-Fibrous Homogeneous		40% Ca Carbonate 60% Non-fibrous (other)	None Detected
20140610-2158-S11B 241402232-0026	Window glazing (2nd floor window)	Tan Non-Fibrous Homogeneous	<1% Cellulose	40% Ca Carbonate 60% Non-fibrous (other)	None Detected
20140610-2158-S11C 241402232-0027	Window glazing (2nd floor window)	Tan/Black Non-Fibrous Homogeneous	<1% Cellulose	100% Non-fibrous (other)	None Detected

Analyst(s)

Kristin Lopez (18)
Santino Ferraro (12)



Gloria V. Oriol, Laboratory Manager
or other approved signatory

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Samples analyzed by EMSL Analytical, Inc. Wallingford, CT NVLAP Lab Code 200700-0.

Initial report from 06/16/2014 15:38:57



EMSL ANALYTICAL, INC.
LABORATORY • PRODUCTS • TRAINING

Asbestos Chain of Custody
EMSL Order Number (Lab Use Only):

241402232

EMSL Analytical, Inc.
29 North Plains Hwy
Unit 4
Wallingford, CT 06492
PHONE: (203) 284-5948
FAX: (203) 284-5978

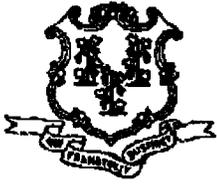
Additional Pages of the Chain of Custody are only necessary if needed for additional sample information

Sample #	Sample Description	Volume/Area (Air) HA # (Bulk)	Date/Time Sampled
20140610-2158-S3A	Window glazing (3 rd Fl)	4	6/10/14
S3B	↓	4	↓
20140610-2158-S4A	Sheetrock (2 nd Fl stairwell)	5	↓
S4B	↓	5	↓
20140610-2158-S5A	taping compound (2 nd Fl, stairwell)	6	↓
S5B	↓	6	↓
20140610-2158-S6A	Window glazing (2 nd Fl.)	7	↓
S6B	↓	7	↓
20140610-2158-S7A	Window caulk (2 nd Fl.)	8	↓
S7B	↓	8	↓
S7C	↓	8	↓
20140610-2158-S8A	Roof Shingle	9	↓
S8B	↓	9	↓
S8C	↓	9	↓
20140610-2158-S9A	taping compound (Master bedroom)	10	↓
S9B	↓	10	↓
20140610-2158-S10A	Sheetrock (Master bedroom)	11	↓
S10B	↓	11	↓
20140610-2158-S11A	Window glazing (2 nd Floor window)	12	↓
S11B	↓	12	↓
S11C	↓	12	↓

*Comments/Special Instructions:

RECEIVED
JUN 13 2014
By: EJ 4:10pm
Walk-in

ATTACHMENT E
LEAD ANALYTICAL DATA



STATE OF CONNECTICUT

DEPARTMENT OF PUBLIC HEALTH

LEAD INSPECTION AND TESTING SUMMARY FORM

This lead inspection and testing summary form must be completed and sent to the property owner of the property in accordance with Section 19a-111-3 (d) of the regulations of Connecticut State Agencies concerning Lead Poisoning Prevention and Control. A Comprehensive Lead Inspection is one performed to satisfy CGS 19a-111 (epidemiological investigation) and CGS 19a-110(d) (on-site inspection). Bare soil areas, dust and water are required to be tested for the presence of lead as part of a comprehensive lead inspection.

PROPERTY INSPECTED/TESTED

(Check): Residence Child Day Care Center/Group Day Care Home Family Day Care Home
Name: _____ Name: _____

(Check One): Comprehensive Lead Inspection Limited Testing

Street Address: 70-72 Kent Avenue Apt.# 1 Floor: First

City/Town: Bridgeport Zip Code: CT Telephone: _____

If Apartment, Number of Units: 3 Year Property Built: 1917

PROPERTY OWNER

Name: Catalina Fragoso

Street Address: 72 Kent Avenue City: Bridgeport

State: CT Zip Code: 06610 Telephone: 203-828-8326

INSPECTING ENTITY

A. If Consultant Contractor:

Name: Gilbertco Lead Inspections LLC

Street Address: 287 Main Street

City: Ansonia State: CT Zip Code: 06401

Consultant License Number: CC 270

Inspector's Name: Maureen Monaco Telephone: 1-800-959-2985

Inspector's Certification Number: IR 1172

B. If Code Enforcement Agency:

Department Name: _____

Street Address: _____

City: _____ State: _____ Zip Code: _____

Inspector's Name: _____ Telephone: _____

Date of Inspector's Initial Training: ____/____/____ Date of Latest Refresher Training: ____/____/____

INSPECTION INFORMATION

Beginning and End Date(s) of Inspection: 6 / 16 / 14

For each day that the inspection was conducted consent was given by an adult occupant of the dwelling unit to enter and inspect all areas of the dwelling that are under the control of that individual or to which that individual has legitimate access.

Yes No

Name of person 18 years of age or older who granted consent: Ryan Duffield Age: 18+ Date: 6/16/14

Name of person 18 years of age or older who granted consent: Catalina Fragoso Age: 18* Date: 6/10/14

A. Were Lead-Based Surfaces Identified? (Check One) Yes No

If yes, complete the tables below. Data in tables may not indicate all identified lead-based surfaces.

EXTERIOR Lead-Based Surfaces	Foundation	Siding &/or Trim	Stairs &/or Stair Components	Porch &/or Porch Components	Doors &/or Trim	Windows &/or Trim	Garage &/or Garage Components
Deteriorated	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Intact	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

(X = positive location)

INTERIOR Lead-Based Surfaces	Floors	Baseboards	Walls	Ceilings	Stairs &/or Stair Components	Doors &/or Trim	Windows &/or Trim	Closet/ Cabinet Components
Deteriorated	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>				
Intact	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>				

(X = positive location)

Were rooms, areas or components inaccessible during inspection? (Check One) Yes No

List any inaccessible locations: first floor windows inoperable, painted shut

B. Indicate Potential Lead Hazards Identified:

(Check All That Apply)

Was drinking water tested for lead?

Yes No

Was dust tested for lead?

Yes No

Was bare soil tested for lead?

Yes No N/A If yes, complete the adjacent table.

Lead Hazard Locations	Floors (dust)	Window Sills (dust)	Window Wells (dust)	Soil	Water	Paint (XRF)	Paint Chip
(Enter highest result for each)						14.59	

Per section 19a-111-4(a) and 19a-111-2(e) of the Lead Poisoning Prevention and Control Regulations:

A lead abatement plan is required for this property: Yes No

A lead management plan is required for this property: Yes No

A lead hazard remediation plan is required for this property: Yes No

A lead management plan is required for this property: Yes No

Inspector's Signature: _____ Date: 6 / 22 / 14

The federal Residential Lead-Based Paint Hazard Reduction Act, 42 U.S.C. 4852d, requires sellers and landlords of most residential housing built before 1978 to disclose all available records and reports concerning lead-based paint and/or lead-based paint hazards, including the test results contained or referenced in this notice, to purchasers and tenants at the time of sale or lease or upon lease renewal. This disclosure must occur even if hazard reduction or abatement has been completed. Failure to disclose these test results is a violation of the U.S. Department of Housing and Urban Development and the U.S. Environmental Protection Agency regulations at 24 CFR Part 35 and 40 CFR Part 745 and can result in a fine of up to \$11,000 per violation. To find out more information about your obligations under federal lead-based paint requirements, call 1-800-424-LEAD.

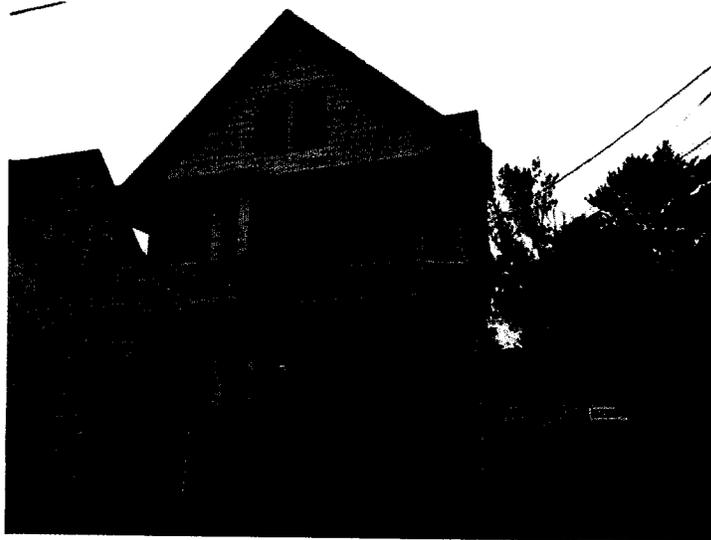
I have received a copy of this summary report from my landlord/property manager and have been informed that I can obtain further information about the testing results from the report by contacting the property owner listed above.

Resident's Signature: _____ Date: _____ / _____ / _____

1-7-14

**LEAD BASED PAINT INSPECTION
REPORT OF FINDINGS
OF:**

**70-72 KENT AVENUE
BRIDGEPORT, CONNECTICUT 06610**



DATE:

June 16, 2014

PREPARED BY:

**GILBERTCO LEAD INSPECTIONS LLC
287 MAIN STREET
ANSONIA, CONNECTICUT 06401**



GILBERTCO LEAD INSPECTIONS, LLC

“LEAD BASED PAINT SPECIALIST”

June 22, 2014

Job 9928-7-7072

Kevin Bogue, LEP, CHMM
Facility Support Services, LLC
2685 State Street
Hamden, Connecticut 06517

**Re: Lead Based Paint Inspection: 70-72 Kent Avenue, Bridgeport, CT
Applicant #2158- Katalina Faragoso**

Gilbertco Lead Inspections LLC performed a limited XRF inspection for the presence of lead based paint at 70-72 Kent Avenue, Bridgeport, Connecticut. The inspection was requested by Facility Support Services in response to planned renovations to the site by State of Connecticut Department of Housing Community Block Grant Disaster Recovery Program

The site inspected consists of a three story, three family home built about 1918. The exterior is vinyl sided with wrapped window sills, door casings, and soffits. The windows are original with the inoperable ones on the first floor. There are two children under the age of six residing on the first floor.

In accordance with HUD/EPA guidance issued June 26, 1996, the Scitec Map 4 Spectrum Analyzer was used in the “Unlimited” assaying mode. This enables the equipment to accurately determine whether the result is “Positive”, above the 1.0 mg/cm² action level or “Negative”, below the action level regardless of precision or operator bias. In accordance with the above guidance, values of 0.91 mg/cm² through 1.19 mg/cm² are considered “Inconclusive”, meaning the value level of lead in paint was so close to the 1.0 mg/cm² action level that further analysis by XRF would not result in a “Positive” or “Negative” answer. Only laboratory analysis of the paint film can determine actual values in this range. Chip sampling of inconclusive was not included in the scope of this report, therefore, any results above 0.9 mg/cm² are considered positive. Results are arranged floor plan style with the substrate and condition noted. Orientation of rooms places side ‘one’ as street side, with side ‘two’ to the left, side ‘three’ opposite, and wall ‘four’ to the right. Rooms were tested in a clockwise pattern.

In regards to the above mentioned property, *several lead based paint hazards were identified*. A lead based paint hazard is “any condition that causes lead exposure to lead from lead-contaminated dust, lead contaminated soil, or lead-contaminated paint that is deteriorated or present in accessible surfaces, friction surfaces, or impact surfaces that would result in adverse human health effects...”. (Lead Based Paint Hazard Reduction Act of 1992- Title X) Children under six reside on the first floor which makes this a reportable event, under CGS 191-111-3 (d). A Lead Abatement must be performed by a Licensed Lead Abatement Contractor. The abatement plan must be approved by the local health department prior to commencement.

Lead in dust was not included in the scope of this report. Only laboratory analysis can insure that no lead dust hazards remain after renovations or from everyday use of the home. Lead in dust will be addressed in the final clearance written into the abatement plan.

Although soil was not tested for lead, it can be presumed positive unless proven otherwise. Vegetable plants should not be planted near the perimeter of the house or in water runoff areas. Children should not be allowed to play in bare soil areas adjacent to the house. Asphalt, bushes, mulch, or good quality grass covering are acceptable deterrents.

This lead inspection report should be disclosed to future tenants and /or buyers in accordance with Title X (copy enclosed). As with any lead-containing surface, children should not be allowed to chew or mouth painted surfaces as this is a common source of lead poisoning in children.

Please feel free to call if any questions arise,



Maureen Monaco

Director of Operations

Consultant Contractor #270

Lead Inspector Risk Assessor #1172

Lead Abatement Supervisor #2383

CERTIFICATION
LEAD IN PAINT RESULTS

AGENCY: GILBERTCO LEAD INSPECTIONS LLC
287 MAIN STREET
ANSONIA, CONNECTICUT 06401

PROJECT ADDRESS: 70-72 KENT AVENUE
BRIDGEPORT CONNECTICUT 06610

PROJECT NUMBER: 9928-7-7072

TEST DATE: JUNE 10, 2014 JUNE 16, 2014

REQUIREMENTS: CGS 19A-111
LEAD INSPECTION- SURFACE BY SURFACE

INSTRUMENTATION: SCITEC MAP4 PORTABLE X-RAY (BRUKER HANDHELD)
FLUOROSCOPE SPECTRUM ANALYZER
(XRF) COBALT 57 SOURCE

REPORT MEDIUM: MG PB/CM2 (MILLIGRAMS OF LEAD
PER SQUARE CENTIMETER)

CALIBRATION: TO MEASURE LEAD K-SHELL EMISSIONS.
FACTORY CALIBRATED WITH HUD APPROVED
REFERENCE STANDARDS. CALIBRATION FIELD
CHECKED HOURLY AS RECOMMENDED BY
MANUFACTURER

OPERATORS CERTIFICATION: LEAD CONSULTANT CONTRACTOR-CC270
LEAD INSPECTOR RISK ASSESSOR- IR 1172
LEAD ABATEMENT SUPERVISOR- 2383
LEAD PLANNER/PROJECT DESIGNER -2152
MT(ASCP)- BS- Medical Technology
CLS- Clinical Laboratory Scientist

I hereby certify to the best of my knowledge and capabilities that this report reflects the true lead content of the surfaces tested in this report on this date.

Maureen M. Mallow 6/16/2014

**70 Kent Avenue, First Floor, Bridgeport, Connecticut
June 16, 2014**

Room Type	Room #	Wall #	Component	Substrate	Condition	K Shell	Decision
Calibration						1.14	Okay
Front Entry Hall	1	1	Door	Metal	Intact	-0.01	Negative
Front Entry Hall	1	1	Door Casng	Wood	Intact	-0.01	Negative
Front Entry Hall	1	1	Wall	Sheetrk	Intact	-0.18	Negative
Front Entry Hall	1	4	Wall	Sheetrk	Intact	0.05	Negative
Front Entry Hall	1	4	Baseboard	Wood	Intact	0.05	Negative
Front Entry Hall	1	4	Closet Door	other	Intact	-0.3	Negative
Front Entry Hall	1	4	Clo Dr Csng	Wood	Intact	0.21	Negative
Front Entry Hall	1	2	Closet Door	Wood	Intact	0.12	Negative
Front Entry Hall	1	2	Clo Dr Csng	Wood	Intact	0.11	Negative
Front Entry Hall	1	2	Wall	Sheetrk	Intact	0.13	Negative
Front Entry Hall	1	2	Baseboard	Wood	Intact	0.15	Negative
Front Entry Hall	1	1	Ceiling	Sheetrk	Intact	-0.02	Negative
Kitchen	2	1	Wall	Sheetrk	Intact	-0.12	Negative
Kitchen	2	1	Cabinet	Wood	Stain/varnish	0.12	Negative
Kitchen	2	2	Wall	Sheetrk	Intact	-0.17	Negative
Kitchen	2	2	Window Trim*	Wood	Intact	0.32	Negative
Kitchen	2	2	Window Sill*	Wood	Intact	0.85	Negative
Kitchen	2	2	Window Sash*	Wood	Intact	0.25	Negative
			*inoperable				
Kitchen	2	2	Wall	Sheetrk	Intact	0.14	Negative
Kitchen	2	3	Cabinet	Wood	Stain/varnish	-0.05	Negative
Kitchen	2	3	Wall	Sheetrk	Intact	0.07	Negative
Kitchen	2	3	Ceiling	Sheetrk	Intact	0.23	Negative
Kitchen	2	3	Door	Metal	Intact	-0.02	Negative
Kitchen	2	3	Door Casing	Wood	Intact	0.37	Negative
Kitchen	2	3	Baseboard	Wood	Intact	0.28	Negative
Kitchen	2	4	Wall	Sheetrk	Intact	0	Negative
Kitchen	2	4	Door Casing	Wood	non-intact	-0.31	Negative
Bathroom	3	4	Door	Wood	Non-intact	-0.04	Negative
Bathroom	3	4	Door Jamb	Wood	Non-intact	0.1	Negative
Bathroom	3	4	Door Casing	Wood	Non-intact	-0.36	Negative
Bathroom	3	4	Wall	Sheetrk	Intact	-0.17	Negative
Bathroom	3	3	Cabinet	Wood	Stain/varnish	0.14	Negative
Bathroom	3	3	Wall	Sheetrk	Stain/varnish	0.05	Negative
Bathroom	3	2	Window Trim*	Wood	Intact	0.05	Negative
Bathroom	3	2	Window Sash*	Wood	Intact	0.61	Negative
			*inoperable				
Bathroom	3	1	Wall	Sheetrk	Intact	0.04	Negative
Bathroom	3	1	Ceiling	Sheetrk	Intact	0.36	Negative
Rear Bedroom	4	2	Door	Wood	Non-intact	0.01	Negative

70 Kent Avenue, First Floor, Bridgeport, Connecticut

June 16, 2014

Rear Bedroom	4	2	Door Jamb	Wood	Non-intact	-0.02	Negative
Rear Bedroom	4	2	Door Casing	Wood	Non-intact	-0.07	Negative
Rear Bedroom	4	2	Wall	Sheetrk	Intact	0.03	Negative
Rear Bedroom	4	3	Wall	Sheetrk	Intact	-0.14	Negative
Rear Bedroom	4	3	Wall	Sheetrk	Intact	-0.11	Negative
Rear Bedroom	4	3	Baseboard	Wood	Intact	0.38	Negative
Rear Bedroom	4	1	Ceiling	Other	Intact	-0.05	Negative
Rear Bedroom	4	1	Wall	Sheetrk	Intact	-0.17	Negative
Rear Bedroom	4	1	Closet Door	Wood	Intact	0.39	Negative
Rear Bedroom	4	1	Clo DrCsng	Wood	Intact	-0.43	Negative
Rear Bedroom	4	4	Window Trim	Wood	Intact	0.11	Negative
Rear Bedroom	4	4	Window Well	Wood	Non-intact	9.96	Positive
Rear Bedroom	4	4	Window Jamb	Wood	Non-intact	6.09	Positive
Rear Bedroom	4	4	Window Trim	Wood	Non-intact	0.39	Negative
Rear Bedroom	4	4	Ext Sash	Wood	Non-intact	1.61	Positive
Rear Bedroom	4	4	Window Stop	Wood	Intact	-0.21	Negative
Rear Bedroom	4	4	Wall	Sheetrk	Intact	0.09	Negative
Rear Bedroom	4	4	Baseboard	Sheetrk	Intact	-0.16	Negative
Middle Bedroom	5	2	Door	Wood	Intact	0.02	Negative
Middle Bedroom	5	2	Door Jamb	Wood	Intact	0.61	Negative
Middle Bedroom	5	2	Door Casing	Wood	Intact	0.24	Negative
Middle Bedroom	5	2	Wall	Sheetrk	Intact	-0.12	Negative
Middle Bedroom	5	2	Closet Door	Wood	Intact	-0.09	Negative
Middle Bedroom	5	2	Clo Dr Csng	Wood	Intact	0.03	Negative
Middle Bedroom	5	3	Wall	Sheetrk	Intact	-0.18	Negative
Middle Bedroom	5	4	Wall	Sheetrk	Intact	0.1	Negative
Middle Bedroom	5	4	Window Sill	Wood	Intact	0.89	Negative
Middle Bedroom	5	4	Window Sash	Wood	Intact	0.38	Negative
Middle Bedroom	5	4	Window Trim	Wood	Intact	-0.1	Negative
Middle Bedroom	5	4	Window Stop	Wood	Intact	0.12	Negative
Middle Bedroom	5	4	Window Well	Wood	Non-intact	14.59	Positive
Middle Bedroom	5	4	Window Jamb	Wood	Non-intact	6.94	Positive
Middle Bedroom	5	4	Baseboard	Wood	Intact	-0.03	Negative
Middle Bedroom	5	1	Wall	Sheetrk	Intact	0.08	Negative
Middle Bedroom	5	1	Door Casing	Wood	Intact	0.16	Negative
Middle Bedroom	5	1	Baseboard	Wood	Intact	-0.22	Negative
Middle Bedroom	5	2	Wall	Sheetrk	Intact	0.1	Negative
Middle Bedroom	5	2	Closet Door	Wood	Intact	-0.32	Negative
Middle Bedroom	5	2	Clo Dr Csng	Wood	Intact	-0.09	Negative
Middle Bedroom	5	2	Shelf Support	Wood	Intact	-0.15	Negative
Middle Bedroom	5	1	Ceiling	Sheetrk	Intact	-0.23	Negative
Front Room	6	2	Door	Other	Intact	-0.06	Negative
Front Room	6	2	Door Jamb	Wood	Intact	-0.07	Negative
Front Room	6	2	Door Casing	Wood	Intact	-0.15	Negative
Front Room	6	2	Wall	Sheetrk	Intact	0.05	Negative

70 Kent Avenue, First Floor, Bridgeport, Connecticut

June 16, 2014

Front Room	6	2	Baseboard	Wood	Intact	0.1	Negative
Front Room	6	3	Wall	Sheetrk	Intact	-0.41	Negative
Front Room	6	3	Baseboard	Wood	Intact	0.24	Negative
Front Room	6	4	Wall	Sheetrk	Intact	0.14	Negative
Front Room	6	1	Wall	Sheetrk	Intact	-0.01	Negative
Front Room	6	1	Baseboard	Wood	Intact	-0.12	Negative
Front Room	6	1	Window Trim*	Wood	Intact	-0.11	Negative
Front Room	6	1	Window Sash*	Wood	Intact	0.38	Negative
Front Room	6	1	Window Stop*	Wood	Intact	-0.02	Negative
			*inoperable				
Front Room	6	1	Ceiling	Other	Intact	0.58	Negative

**72 Kent Avenue, Second Floor , Bridgeport, Connecticut
June 10, 2014**

Room Type	Room #	Wall #	Component	Substrate	Condition	K Shell	Decision
Calibration						1.03	Okay
Kitchen	1	1	Door	Metak	Intact	-0.33	Negative
Kitchen	1	1	Door Jamb	Wood	Non-intact	-0.26	Negative
Kitchen	1	1	Door Casing	Wood	Intact	-0.15	Negative
Kitchen	1	4	Wall	Wood	Intact	0.13	Negative
Kitchen	1	4	Baseboard	Wood	Intact	0.01	Negative
Kitchen	1	1	Wall	Sheetrk	Intact	0.12	Negative
Kitchen	1	1	Cabinet	Wood	Stain/varnish	0.14	Negative
Kitchen	1	2	Wall	Sheetrk	Intact	0.34	Negative
Kitchen	1	2	Window Sill	Wood	Intact	0.71	Negative
Kitchen	1	2	Window Sash	Wood	Intact	0.34	Negative
Kitchen	1	2	Window Trim	Wood	Intact	-0.06	Negative
Kitchen	1	2	Window Stop	Wood	Intact	-0.13	Negative
Kitchen	1	2	Window Well	Wood	Intact	20.66	Positive
Kitchen	1	2	Window Jamb	Wood	Intact	12.57	Positive
Kitchen	1	2	Baseboard	Wood	Intact	0.04	Negative
Kitchen	1	3	Wall	Sheetrk	Intact	0.25	Negative
Kitchen	1	3	Cabinet	Wood	Stain/varnish	0.11	Negative
Kitchen	1	3	Door	Metal	Intact	0.13	Negative
Kitchen	1	3	Door Casing	Wood	Intact	-0.18	Negative
Kitchen	1	3	Wall	Sheetrk	Intact	0.01	Negative
Kitchen	1	3	Baseboard	Wood	Intact	0.1	Negative
Kitchen	1	4	Door	Wood	Intact	0.22	Negative
Kitchen	1	4	Door Jamb	Wood	Intact	-0.08	Negative
Kitchen	1	4	Door Casing	Wood	Intact	0.27	Negative
Kitchen	1	4	Baseboard	Wood	Intact	-0.22	Negative
Kitchen	1	4	Baseboard	Wood	Intact	-0.19	Negative
Bathroom	2	4	Door	Wood	Stain/varnish	-0.2	Negative
Bathroom	2	4	Door Jamb	Wood	Stain/varnish	0.11	Negative
Bathroom	2	4	Door Casng	Wood	Stain/varnish	-0.39	Negative
Bathroom	2	4	Wall	Sheetrk	Intact	-0.15	Negative
Bathroom	2	3	Wall	Sheetrk	Intact	-0.19	Negative
Bathroom	2	3	Cabinet	Wood	Intact	-0.37	Negative
Bathroom	2	2	Window Sill	Wood	Intact	0.13	Negative
Bathroom	2	2	Window Sash	Wood	Intact	0.84	Negative
Bathroom	2	2	Window Trim	Wood	Intact	0.33	Negative
Bathroom	2	1	Ceiling	Sheetrk	Intact	-0.3	Negative
Bathroom	2	1	Wall	Sheetrk	Intact	0.09	Negative
Rear Left closet	3	4	Door	Wood	Intact	-0.08	Negative
Rear Left closet	3	4	Door Jamb	Wood	Intact	-0.17	Negative
Rear Left closet	3	4	Door Casing	Wood	Intact	0.75	Negative
Rear Left closet	3	4	Door Casing	Wood	Intact	0.72	Negative

**72 Kent Avenue, Second Floor , Bridgeport, Connecticut
June 10, 2014**

Rear Left closet	3	4 Wall	Sheetrk	Intact	2.42	Positive
Rear Left closet	3	1 Wall	Sheetrk	Intact	-0.1	Negative
Rear Left closet	3	1 Closet Door	Wood	Intact	0.34	Negative
Rear Left closet	3	1 Clo Dr Csg	Wood	Intact	-0.27	Negative
Rear Left closet	3	1 Shelf	Wood	Intact	-0.17	Negative
Rear Left closet	3	1 Shelf Support	Wood	Intact	-0.26	Negative
Rear Left closet	3	1 Wall	Sheetrk	Intact	0.24	Negative
Rear Left closet	3	2 Wall	Sheetrk	Intact	3.76	Positive
Rear Left closet	3	2 Shelf	Wood	Intact	-0.11	Negative
Rear Left closet	3	3 Wall	Sheetrk	Intact	2.35	Positive
Rear Left closet	3	3 Window Sill	Wood	Intact	1.24	Positive
Rear Left closet	3	3 Baseboard	Wood	Intact	1.68	Positive
Rear Left closet	3	3 Window Trim	Wood	Intact	0.24	Negative
Rear Left closet	3	3 Window Well	Wood	Intact	20.07	Positive
Rear Left closet	3	3 Window Jamb	Wood	Intact	10.86	Positive
Rear Left closet	3	3 Window Apron	Wood	Non-intact	0.78	Negative
Rear Left closet	3	3 Wall	Sheetrk	Intact	3.09	Positive
Rear Left closet	3	4 Wall	Sheetrk	Intact	2.72	Positive
Rear Hall	4	1 Door Casing	Wood	stain/varnish	0.02	Negative
Rear Hall	4	1 Wall	Sheetrk	Intact	-0.06	Negative
Rear Hall	4	2 Wall	Sheetrk	Intact	-0.06	Negative
Rear Hall	4	2 Door Casing	Wood	Intact	0.24	Negative
Rear Hall	4	2 Baseboard	Wood	Intact	0.47	Negative
Rear Hall	4	2 Floor	Wood	Intact	0.1	Negative
Rear Hall	4	3 Wall	Sheetrk	Intact	0.23	Negative
Rear Hall	4	3 Door	Wood	Intact	2.67	Positive
Rear Hall	4	3 Door Casing	Wood	Intact	-0.03	Negative
Rear Hall	4	4 Wall	Sheetrk	Intact	0.15	Negative
Rear Hall	4	4 Stair Tread	Wood	Intact	0.14	Negative
Rear Hall	4	4 Stair Riser	Wood	Intact	0	Negative
Rear Hall	4	4 Stair Stringer	Wood	Intact	-0.09	Negative
Exterior Rear Porch	5	1 Door	Wood	Non-intact	15.47	Positive
Exterior Rear Porch	5	1 Door Jamb	Wood	Non-intact	9.27	Positive
Exterior Rear Porch	5	1 Threshold	Wood	Non-intact	20.29	Positive
Exterior Rear Porch	5	1 Floor	Wood	Non-intact	4.03	Positive
Rear Right Bedroom	6	2 Door	Wood	Intact	0.2	Negative
Rear Right Bedroom	6	2 Door Casng	Wood	Stain/varnish	-0.18	Negative
Rear Right Bedroom	6	2 Wall	Sheetrk	Intact	4.06	Positive
Rear Right Bedroom	6	2 Baseboard	Wood	Stain/varnish	0.06	Negative
Rear Right Bedroom	6	3 Wall	Sheetrk	Intact	4.09	Positive
Rear Right Bedroom	6	3 Baseboard	Wood	Stain/varnish	-0.42	Negative
Rear Right Bedroom	6	4 Wall	Sheetrk	Intact	3.01	Positive
Rear Right Bedroom	6	4 Window Sill	Wood	Stain/varnish	0.28	Negative
Rear Right Bedroom	6	4 Window Sash	Wood	Stain/varnish	0.47	Negative

72 Kent Avenue, Second Floor , Bridgeport, Connecticut

June 10, 2014

Rear Right Bedroom	6	4	Window Trim	Wood	Stain/varnish	0.11	Negative
Rear Right Bedroom	6	4	Window Well	Wood	Non-intact	14.29	Positive
Rear Right Bedroom	6	4	Wndow Jamb	Wood	Non-intact	2.85	Positive
Rear Right Bedroom	6	4	Exterior Sash	Wood	Non-intact	0.38	Negative
Rear Right Bedroom	6	4	Wall	Sheetrk	Intact	3.76	Positive
Rear Right Bedroom	6	1	Closet Door	Wood	Stain/varnish	-0.06	Negative
Rear Right Bedroom	6	1	Clo Dr Csng	Wood	Stain/varnish	0.01	Negative
Rear Right Bedroom	6	1	Shelf	Wood	Intact	0.06	Negative
Rear Right Bedroom	6	1	Shelf Support	Wood	Intact	0.15	Negative
Rear Right Bedroom	6	1	Wall	Sheetrk	Intact	1.6	Positive
Rear Right Bedroom	6	1	Wall	Sheetrk	Intact	4.65	Positive
Rear Right Bedroom	6	1	Baseboard	Wood	Stain/varnish	-0.06	Negative
Living Room (Middle)	7	2	Door	Wood	Intact	-0.33	Negative
Living Room (Middle)	7	2	Door Jamb	Wood	Intact	-0.06	Negative
Living Room (Middle)	7	2	Door Casing	Wood	Stain/varnish	-0.05	Negative
Living Room (Middle)	7	3	Wall	Masonry	Intact	0.25	Negative
Living Room (Middle)	7	3	Baseboard	Wood	Stain/varnish	-0.53	Negative
Living Room (Middle)	7	4	Window Sill	Wood	Stain/varnish	0.36	Negative
Living Room (Middle)	7	4	Window sash	Wood	Stain/varnish	0.81	Negative
Living Room (Middle)	7	4	Window Trim	Wood	Stain/varnish	-0.08	Negative
Living Room (Middle)	7	4	Window Stop	Wood	Stain/varnish	0.23	Negative
Living Room (Middle)	7	4	Window Well	Wood	Non-intact	2.81	Positive
Living Room (Middle)	7	4	Window Jamb	Wood	Non-intact	10.11	Positive
Living Room (Middle)	7	4	Wall	Masonry	Intact	0.1	Negative
Living Room (Middle)	7	4	Wall	Masonry	Intact	0.17	Negative
Living Room (Middle)	7	1	Door	Wood	Stain/varnish	0.14	Negative
Living Room (Middle)	7	1	Door Casing	Wood	Stain/varnish	0	Negative
Living Room (Middle)	7	2	Wall	Masonry	Intact	0.58	Negative
Front Bedroom	8	3	Door	Wood	Stain/varnish	0.09	Negative
Front Bedroom	8	3	Door Casing	Wood	Stain/varnish	0.09	Negative
Front Bedroom	8	3	Wall	Sheetrk	Intact	0.22	Negative
Front Bedroom	8	3	Wall	Sheetrk	Intact	0.75	Negative
Front Bedroom	8	1	Wall	Sheetrk	Intact	-0.27	Negative
Front Bedroom	8	1	Window Sill	Wood	Stain/varnish	-0.05	Negative
Front Bedroom	8	1	Window Trim	Wood	Stain/varnish	-0.13	Negative
Front Bedroom	8	1	Window Stop	Wood	Stain/varnish	0.23	Negative
Front Bedroom	8	2	Wall	Sheetrk	Intact	0.28	Negative
Front Hallway	9	3	Door	Wood	Intact	0.15	Negative
Front Hallway	9	3	Door Casing	Wood	Intact	0.04	Negative
Front Hallway	9	3	Wall	Sheetrk	Intact	-0.01	Negative
Front Hallway	9	3	Baseboard	Wood	Intact	0.32	Negative
Front Hallway	9	1	Stair Tread	Wood	Stain/varnish	0.14	Negative
Front Hallway	9	1	Stair Riser	Wood	Stain/varnish	0.24	Negative
Front Hallway	9	1	Stair Stringer	Wood	Stain/varnish	0.07	Negative

**72 Kent Ave., Third Floor, Bridgeport, Connecticut
June 16, 2014**

Room Type	Room #	Wall #	Component	Substrate	Condition	K Shell	Decision
Calibration						1.07	okay
Front Bedroom	1	1	Window Sill	Wood	Non-intact	0.55	Negative
Front Bedroom	1	1	Window Trim	Wood	Intact	-0.06	Negative
Front Bedroom	1	1	Window Stop	Wood	Intact	0.02	Negative
Front Bedroom	1	1	Window Apron	Wood	Intact	0.3	Negative
			* Vinyl repl wind				
Front Bedroom	1	1	Wall	Sheetrk	Intact	0.89	Negative
Front Bedroom	1	1	Baseboard	Wood	Intact	-0.32	Negative
Front Bedroom	1	2	Wall	Sheetrk	Intact	0.69	Negative
Front Bedroom	1	2	Baseboard	Wood	Non-intact	0.1	Negative
Front Bedroom	1	2	Closet Door	Wood	Intact	0.01	Negative
Front Bedroom	1	2	Clo Dr Csng	Wood	Intact	0.37	Negative
Front Bedroom	1	1	Wall	Sheetrk	Intact	0.55	Negative
Front Bedroom	1	1	Door Casing	Wood	Intact	0	Negative
Front Bedroom	1	1	Door Jamb	Wood	Intact	-0.21	Negative
Front Bedroom	1	1	Baseboard	Wood	Intact	0.17	Negative
Front Bedroom	1	2	Ceiling	Sheetrk	Intact	0.88	Negative
Front Bedroom	1	4	Wall	Sheetrk	Intact	0.66	Negative
Front Bedroom	1	4	Baseboard	Wood	Intact	0.49	Negative
Kitchen	2	1	Wall	Sheetrk	Intact	0.15	Negative
Kitchen	2	1	Baseboard	Wood	Intact	-0.13	Negative
Kitchen	2	2	Wall	Sheetrk	Intact	-0.33	Negative
Kitchen	2	1	Pantry Door	Wood	Intact	0.1	Negative
Kitchen	2	1	Door Casing	Wood	Intact	-0.16	Negative
Kitchen	2	2	Wall	Sheetrk	Intact	0.08	Negative
Kitchen	2	2	Window Trim	Wood	Intact	0.11	Negative
Kitchen	2	2	Window Stop	Wood	Intact	-0.05	Negative
			* vinyl repl wnd				
Kitchen	2	2	Wall	Sheetrk	Intact	0.09	Negative
Kitchen	2	2	Baseboard	Wood	Intact	-0.06	Negative
Kitchen	2	3	Wall	Sheetrk	Intact	0.25	Negative
Kitchen	2	3	Cabinet	Wood	stain/varnish	-0.28	Negative
Kitchen	2	3	Door	Metal	Intact	-0.55	Negative
Kitchen	2	3	Door Casing	Wood	Intact	-0.08	Negative
Kitchen	2	4	Wall	Sheetrk	Intact	0.09	Negative
Kitchen	2	4	Door	Wood	Intact	0.14	Negative
Kitchen	2	4	Door Casing	Wood	Intact	0.14	Negative
Kitchen	2	4	Baseboard	Wood	Intact	-0.01	Negative
Kitchen	2	4	Closet Door	Wood	Intact	0.01	Negative
Kitchen	2	4	Clo Dr Csng	Wood	Intact	0.08	Negative
Kitchen	2	4	Ceiling	Other	Intact	-0.07	Negative
Bathroom	3	1	Door	Wood	Intact	0.1	Negative

72 Kent Ave., Third Floor, Bridgeport, Connecticut

June 16, 2014

Bathroom	3	1 Door Jamb	Wood	Intact	6.18 Positive
Bathroom	3	1 Door Casing	Wood	Intact	5.72 Positive
Bathroom	3	2 Wall	Sheetrk	Intact	0.32 Negative
Bathroom	3	3 Window Trim	Wood	Non-intact	4.91 Positive
Bathroom	3	3 Window Sash	Wood	Non-intact	5.92 Positive
Bathroom	3	4 Wall	Sheetrk	Intact	-0.17 Negative
Bathroom	3	4 Cabinet	Wood	Intact	0 Negative
Bathroom	3	4 Ceiling	Sheetrk	Intact	5.05 Positive
Bathroom	3	4 Ceiling	Sheetrk	Intact	2.62 Positive
Bathroom	3	4 Ceiling	Sheetrk	Intact	5.93 Positive
Right Bedroom	4	2 Door	Wood	Intact	0.37 Negative
Right Bedroom	4	2 Door Jamb	Wood	Intact	0.57 Negative
Right Bedroom	4	2 Door Casing	Wood	Intact	0.1 Negative
Right Bedroom	4	2 Wall	Sheetrk	Intact	4.89 Positive
Right Bedroom	4	2 Baseboard	Wood	Intact	-0.09 Negative
Right Bedroom	4	1 Wall	Sheetrk	Intact	3.68 Positive
Right Bedroom	4	1 Wall	Sheetrk	Intact	4.39 Positive
Right Bedroom	4	1 Closet Door	Wood	Intact	-0.35 Negative
Right Bedroom	4	1 Clo Dr Csg	Wood	Intact	0.06 Negative
Right Bedroom	4	1 Baseboard	Wood	Intact	-0.19 Negative
Right Bedroom	4	1 Ceiling	Sheetrk	Intact	8.93 Positive
Right Bedroom	4	4 Wall	Sheetrk	Intact	11.28 Positive
Right Bedroom	4	4 Window Sill	Wood	Intact	0.3 Negative
Right Bedroom	4	4 Window Trim	Wood	Intact	0.38 Negative
Right Bedroom	4	4 Window Stop	Wood	Intact	0.08 Negative
Right Bedroom	4	4 Window Apron	Wood	Intact	0.37 Negative
		*vinyl repl wnd			
Right Bedroom	4	4 Baseboard	Wood	Intact	-0.09 Negative
Right Bedroom	4	3 Wall	Sheetrk	Intact	9.32 Positive
Right Bedroom	4	3 Wall	Sheetrk	Intact	0.1 Negative
Right Bedroom	4	3 Baseboard	Wood	Intact	0.37 Negative
Right Bedroom	4	1 Ceiling	Sheetrk	Intact	0.28 Negative

**70- 72 Kent Avenue, Exterior and garage, Bridgeport, Connecticut
June 10, 2014**

Room Type	Room #	Wall #	Component	Substrate	Condition	K Shell	Decision
Calibration						1.03	Okay
Exterior	11	3	Door	Metal	Intact	0.05	Negative
Exterior	11	3	Door Jamb	Wood	Non-intact	0.63	Negative
Exterior	11	3	Floor	Wood	Non-intact	-0.05	Negative
Exterior	11	3	Stair Tread	Wood	Non-intact	0.08	Negative
Exterior	11	3	Stair Riser	Wood	Non-intact	0.22	Negative
Exterior	11	3	Wall	Masonry	Intact	-0.35	Negative
Exterior	11	2	Wall	Masonry	Intact	0.74	Negative
Exterior	11	2	Basement wnd	Wood	Non-intact	4.81	Positive
Exterior	11	1	Floor	Wood	Non-intact	0.89	Negative
Exterior	11	1	Door	Wood	Intact	-0.06	Negative
Exterior	11	1	Door Jamb	Wood	Non-intact	19.32	Positive
Exterior	11	1	Threshold	Wood	Non-intact	-0.11	Negative
Exterior	11	4	Wall	Masonry	Non-intact	-0.73	Negative
Exterior	11	4	Wall	Masonry	Non-intact	0.39	Negative
Exterior	11	4	Basement wnd	Masonry	Non-intact	21.24	Positive
Exterior	11	3	Bilco Door	Metal	Non-intact	0.5	Negative
Exterior	11	3	Wall (porch)	Wood	Non-intact	0.33	Negative
Exterior	11	3	Wall (porch)	Wood	Non-intact	0.79	Negative
Exterior	11	3	Wall (porch)	Masonry	Non-intact	4.98	Positive
Garage	2	1	Door	Wood	Non-intact	1.23	Positive
Garage	2	1	Door	Wood	Non-intact	0.54	Negative
Garage	2	1	Door Casing	Wood	Non-intact	-0.16	Negative
Garage	2	1	Ceiling	Wood	Non-intact	5.04	Positive
Garage	2	2	Door	Wood	Non-intact	5.41	Positive
Garage	2	2	Door CAsing	Wood	Non-intact	6.28	Positive
Garage	2	1	Ceiling	Wood	Non-intact	6.28	Positive

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) _____ Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the lessor (check (i) or (ii) below):

(i) _____ Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii) _____ Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's Acknowledgment (initial)

(c) _____ Lessee has received copies of all information listed above.

(d) _____ Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*.

Agent's Acknowledgment (initial)

(e) _____ Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

_____ Lessor	_____ Date	_____ Lessor	_____ Date
_____ Lessee	_____ Date	_____ Lessee	_____ Date
_____ Agent	_____ Date	_____ Agent	_____ Date

ATTACHMENT F
PCB ANALYTICAL DATA

80 Lupes Drive
Stratford, CT 06615



Tel: (203) 377-9984
Fax: (203) 377-9952
e-mail: cet1@cetlabs.com

Client: Mr. Kevin Bogue
Facility Support Services
2685 State Street
Hamden, CT 06517

Analytical Report

CET# 4060388

Report Date: June 20, 2014
Project: 22214-2258
Project Number: 70-72 Kent

Connecticut Laboratory Certificate: PH 0116
Massachusetts laboratory Certificate.: M-CT903
Rhode Island Certification: 199



New York Certification: 11982
Florida Laboratory Certification: E871064

CET #:4060388
 Project: 22214-2258
 Project Number: 70-72 Kent

SAMPLE SUMMARY

The sample(s) were received at 4.4 C.

This report contains analytical data associated with following samples only.

Sample ID	Laboratory ID	Matrix	Collection Date/Time	Receipt Date
20140610-2158 P1	4060388-01	Solid	6/10/2014	06/13/2014
20140610-2158 P2	4060388-02	Solid	6/10/2014	06/13/2014
20140610-2158 P3	4060388-03	Solid	6/10/2014	06/13/2014

Client Sample ID 20140610-2158 P1
Lab ID: 4060388-01

PCBs by Soxhlet
Method: EPA 8082A

Analyst: CA
Matrix: Solid

Analyte	Result (mg/kg (As Rec))	RL (mg/kg (As Rec))	Dilution	Prep Method	Batch	Prepared	Date/Time Analyzed	Notes
PCB-1016	ND	0.80	4	EPA 3540C	B4F1633	06/16/2014	06/18/2014 17:28	
PCB-1221	ND	0.80	4	EPA 3540C	B4F1633	06/16/2014	06/18/2014 17:28	
PCB-1232	ND	0.80	4	EPA 3540C	B4F1633	06/16/2014	06/18/2014 17:28	
PCB-1242	ND	0.80	4	EPA 3540C	B4F1633	06/16/2014	06/18/2014 17:28	
PCB-1248	ND	0.80	4	EPA 3540C	B4F1633	06/16/2014	06/18/2014 17:28	
PCB-1254	ND	0.80	4	EPA 3540C	B4F1633	06/16/2014	06/18/2014 17:28	
PCB-1260	ND	0.80	4	EPA 3540C	B4F1633	06/16/2014	06/18/2014 17:28	
PCB-1268	ND	0.80	4	EPA 3540C	B4F1633	06/16/2014	06/18/2014 17:28	
PCB-1262	ND	0.80	4	EPA 3540C	B4F1633	06/16/2014	06/18/2014 17:28	
<i>Surrogate: TCMX</i>	<i>68.9 %</i>	<i>50 - 150</i>			B4F1633	06/16/2014	<i>06/18/2014 17:28</i>	
<i>Surrogate: DCB</i>	<i>79.5 %</i>	<i>50 - 150</i>			B4F1633	06/16/2014	<i>06/18/2014 17:28</i>	

CET #:4060388
 Project: 22214-2258
 Project Number: 70-72 Kent

Client Sample ID 20140610-2158 P2
Lab ID: 4060388-02

PCBs by Soxhlet
Method: EPA 8082A

Analyst: CA
Matrix: Solid

Analyte	Result (mg/kg (As Rec))	RL (mg/kg (As Rec))	Dilution	Prep Method	Batch	Prepared	Date/Time Analyzed	Notes
PCB-1016	ND	0.80	4	EPA 3540C	B4F1633	06/16/2014	06/18/2014 17:46	
PCB-1221	ND	0.80	4	EPA 3540C	B4F1633	06/16/2014	06/18/2014 17:46	
PCB-1232	ND	0.80	4	EPA 3540C	B4F1633	06/16/2014	06/18/2014 17:46	
PCB-1242	ND	0.80	4	EPA 3540C	B4F1633	06/16/2014	06/18/2014 17:46	
PCB-1248	ND	0.80	4	EPA 3540C	B4F1633	06/16/2014	06/18/2014 17:46	
PCB-1254	ND	0.80	4	EPA 3540C	B4F1633	06/16/2014	06/18/2014 17:46	
PCB-1260	ND	0.80	4	EPA 3540C	B4F1633	06/16/2014	06/18/2014 17:46	
PCB-1268	ND	0.80	4	EPA 3540C	B4F1633	06/16/2014	06/18/2014 17:46	
PCB-1262	ND	0.80	4	EPA 3540C	B4F1633	06/16/2014	06/18/2014 17:46	

Surrogate: TCMX 61.1 % 50 - 150 B4F1633 06/16/2014 06/18/2014 17:46
Surrogate: DCB 79.6 % 50 - 150 B4F1633 06/16/2014 06/18/2014 17:46

CET #:4060388
 Project: 22214-2258
 Project Number: 70-72 Kent

Client Sample ID 20140610-2158 P3
Lab ID: 4060388-03

PCBs by Soxhlet
Method: EPA 8082A

Analyst: CA
Matrix: Solid

Analyte	Result (mg/kg (As Rec))	RL (mg/kg (As Rec))	Dilution	Prep Method	Batch	Prepared	Date/Time Analyzed	Notes
PCB-1016	ND	0.80	4	EPA 3540C	B4F1633	06/16/2014	06/18/2014 18:05	
PCB-1221	ND	0.80	4	EPA 3540C	B4F1633	06/16/2014	06/18/2014 18:05	
PCB-1232	ND	0.80	4	EPA 3540C	B4F1633	06/16/2014	06/18/2014 18:05	
PCB-1242	ND	0.80	4	EPA 3540C	B4F1633	06/16/2014	06/18/2014 18:05	
PCB-1248	ND	0.80	4	EPA 3540C	B4F1633	06/16/2014	06/18/2014 18:05	
PCB-1254	ND	0.80	4	EPA 3540C	B4F1633	06/16/2014	06/18/2014 18:05	
PCB-1260	ND	0.80	4	EPA 3540C	B4F1633	06/16/2014	06/18/2014 18:05	
PCB-1268	ND	0.80	4	EPA 3540C	B4F1633	06/16/2014	06/18/2014 18:05	
PCB-1262	ND	0.80	4	EPA 3540C	B4F1633	06/16/2014	06/18/2014 18:05	

Surrogate: TCMX 72.5 % 50 - 150 B4F1633 06/16/2014 06/18/2014 18:05
Surrogate: DCB 85.6 % 50 - 150 B4F1633 06/16/2014 06/18/2014 18:05

CET #:4060388
 Project: 22214-2258
 Project Number: 70-72 Kent

QUALITY CONTROL SECTION

Batch B4F1633 - EPA 8082A

Analyte	Result (mg/kg (As Rec))	RL (mg/kg (As Rec))	Spike Level	Source Result	% Rec % Rec	% Rec Limits	RPD RPD	RPD Limit	Notes
Blank (B4F1633-BLK1)					Prepared: 6/16/2014 Analyzed: 6/18/2014				
PCB-1016	ND	0.20							
PCB-1221	ND	0.20							
PCB-1232	ND	0.20							
PCB-1242	ND	0.20							
PCB-1248	ND	0.20							
PCB-1254	ND	0.20							
PCB-1260	ND	0.20							
PCB-1268	ND	0.20							
PCB-1262	ND	0.20							
<i>Surrogate: TCMX</i>					60.5	50 - 150			
<i>Surrogate: DCB</i>					80.8	50 - 150			
LCS (B4F1633-BS1)					Prepared: 6/16/2014 Analyzed: 6/18/2014				
PCB-1016	0.695	0.20	1.000		69.5	50 - 150			
PCB-1260	0.768	0.20	1.000		76.8	50 - 150			
<i>Surrogate: TCMX</i>					70.8	50 - 150			
<i>Surrogate: DCB</i>					89.0	50 - 150			
Calibration Check (B4F1633-CCV1)					Prepared: 6/16/2014 Analyzed: 6/19/2014				
PCB-1016	0.993	0.20	1.000		99.3	80 - 120			
PCB-1260	0.919	0.20	1.000		91.9	80 - 120			
<i>Surrogate: TCMX</i>					106	50 - 150			
<i>Surrogate: DCB</i>					81.6	50 - 150			
Duplicate (B4F1633-DUP1)		Source: 4060388-01			Prepared: 6/16/2014 Analyzed: 6/18/2014				
PCB-1016	ND	0.80		ND				50	
PCB-1221	ND	0.80		ND				50	
PCB-1232	ND	0.80		ND				50	
PCB-1242	ND	0.80		ND				50	
PCB-1248	ND	0.80		ND				50	
PCB-1254	ND	0.80		ND				50	
PCB-1260	ND	0.80		ND				50	
PCB-1268	ND	0.80		ND				50	
PCB-1262	ND	0.80		ND				50	
<i>Surrogate: TCMX</i>					66.6	50 - 150			
<i>Surrogate: DCB</i>					72.4	50 - 150			



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Tel: (203) 377-9984
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email: cet1@cetlabs.com

Quality Control Definitions and Abbreviations

Internal Standard (IS)	An Analyte added to each sample or sample extract. An internal standard is used to monitor retention time, calculate relative response, and quantify analytes of interest.
Surrogate Recovery	The % recovery for non-tarer organic compounds that are spiked into all samples. Used to determine method performance.
Continuing Calibration Batch	An analytical standard analyzed with each set of samples to verify initial calibration of the system. Samples that are analyzed together with the same method, sequence and lot of reagents within the same time period.
ND	Not detected
RL	Reporting Limit
Dilution	Multiplier added to detection levels (MDL) and/or sample results due to interferences and/or high concentration of target compounds.
Duplicate Result	Result from the duplicate analysis of a sample. Amount of analyte found in a sample.
Spike Level	Amount of analyte added to a sample
Matrix Spike Result	Amount of analyte found including amount that was spiked.
Matrix Spike Dup	Amount of analyte foun in duplicate spikes including amount that was spike.
Matrix Spike % Recovery	% Recovery of spiked amount in sample.
Matrix Spike Dup % Recovery	% Recovery of spiked duplicate amount in sample.
RPD	Relative percent difference between Matrix Spike and Matrix Spike Duplicate.
Blank	Method Blank that has been taken through all steps of the analysis.
LCS % Recovery	Laboratory Control Sample percent recovery. The amount of analyte recovered from a fortified sample.
Recovery Limits	A range within which specified measurements results must fall to be compliant.
CC	Calibration Verification

Flags:	
H-	Recovery is above the control limits
L-	Recovery is below the control limits
B-	Compound detected in the Blank
P-	RPD of dual column results exceeds 40%
#-	Sample result too high for accurate spike recovery.



Connecticut Laboratory Certification PH0116
Massachussets Laboratory Certification M-CT903
Rhode Island Certification 199

New York Certification 11982
Florida Laboratory Certification E871064

CET #:4060388

Project: 22214-2258

Project Number: 70-72 Kent

Questions related to this report should be directed to David Ditta, Timothy Fusco, or Robert Blake at 203-377-9984.

Sincerely,



David Ditta
Laboratory Director

Report Comments:

ND is None Detected at the specified detection limit

All analyses were performed in house unless a Reference Laboratory is listed.

Samples will be disposed of 30 days after the report date.

Sample Result Flags:

E- The result is estimated, above the calibration range.

H- The surrogate recovery is above the control limits.

L- The surrogate recovery is below the control limits.

B- The compound was detected in the laboratory blank.

P- The Relative Percent Difference (RPD) of dual column analyses exceeds 40%.

D- The RPD between the sample and the sample duplicate is high. Sample Homogeneity may be a problem.

+ - The Surrogate was diluted out.

*- The analyte has a QC outlier. Please refer to QC section of the report for details.

All results met standard operating procedures unless indicated by a data qualifier next to a sample result, or a narration in the QC report.

Complete Environmental Testing is only responsible for the certified testing and is not directly responsible for the integrity of the sample before laboratory receipt.

SECTION 011000

SUMMARY OF WORK

General Conditions

The following provisions are intended to supplement and complement each other and shall, where possible, be thus interpreted. If, however, any provision of the Project Documents irreconcilably conflicts with one or more of the following provisions, the provision imposing the greater duty or obligation on the Contractor shall govern.

1. Contractor shall supply all materials (except where indicated), labor, tools, equipment, and supplies required to complete the total Project in accordance with the drawings, specifications and other Contract Documents. Prior to beginning Work, Contractor shall list any deficiencies in scope and report to the DOH.
2. Contractor shall provide all coordination of all Work with Owner, Owner Vendors, DOH, DOH Agencies as required for project completion.
3. Contractor will develop a comprehensive logistics plan for all activities that affect the Owner.
4. Contractor is responsible on a daily basis to submit a Daily Construction Report (DCR) indicating subcontractors, total number of people working, description of Work completed that day, total hours worked that day, and any major deliveries.
5. Contractor shall secure and pay for a dumpster for all refuse and waste material. The dumpster location will be determined by the property Owner.
6. If required for the Project (as reasonably determined by Owner) Contractor shall erect and maintain dust-barriers to separate living areas from areas of construction.
7. In the event of a required utility shutdown, Contractor will diligently schedule work with the Owner. Contractor will give the Owner Project Manager at least three (3) days advance notice of any proposed utility shutdown.
8. Contractor shall comply with all of the legal regulations, including, but not limited to, OSHA safety regulations and regulations of municipal, city, local, and other government agencies having jurisdiction concerning the Work. Contractor shall give all notices and comply with all laws, ordinances, codes, rules and regulations bearing on the conduct of the Work. If Contractor performs any Work that is contrary to such laws, ordinances, codes, rules, and regulations, it shall make all changes to comply therewith and bear all costs arising therefrom.

9. All permits, required for any part of Contractor's Work, including those to be obtained in the Owner's name, shall be procured and paid for by Contractor.

GENERAL SCOPE

1. Inspect all areas, including those not affected by the repair scope, for damage to the finishes, fixtures, appliances, furnishings, etc. Document and report any and all damage to Owner for acceptance, and to DOH for notice, prior to commencing work.
2. Furnish and install any temporary supports or bracing as required to properly complete the work.
3. Provide all floor preparation as required including any flashing, skimming, or patching to provide for a suitable substrate for flooring work.
4. Contractor is responsible to detach and reset any items to properly perform all work, including but not limited to: trim, hardware, fixtures, door slabs, electrical components, mechanical components, etc.

PROJECT SCOPE OF WORK

1. ROOFING

- 1.1. Remove and dispose of asphalt shingle roofing down to sheathing in areas indicated.
 - 1.1.1. Additional removal of roofing accessories as required to complete work.
- 1.2. Repair areas of rotted sheathing.
- 1.3. Furnish and install new 3-tab asphalt shingle roofing system to match existing.
 - 1.3.1. Provide all underlayment per manufacturer and code requirements.
- 1.4. Furnish and install all drip edges and flashings as required.

2. SIDING

- 2.1. Reset areas of siding that have either detached or have been displaced.

3. WINDOWS & DOORS

- 3.1. Remove and dispose of damaged rear storm door assembly on 2nd floor.
- 3.2. Remove and dispose damaged storm window units at basement.

- 3.3. Remove and dispose storm/screen windows that are damaged.
- 3.4. Remove and dispose damaged window at 3rd floor foyer.
- 3.5. Re-glaze cracking windows on 2nd floor.
- 3.6. Furnish and install new storm door assembly on 2nd floor.
- 3.7. Furnish and install new storm windows in removed locations.
 - 3.7.1. Provide screened units where required.
- 3.8. Furnish and install new window unit at 3rd floor foyer.

4. FINISHES

- 4.1. Removed and dispose damaged drywall in 3rd floor foyer and in attic crawl space.
- 4.2. Provide patching of damaged drywall ceilings on the second floor.
- 4.3. Remove damaged hardwood flooring in 3rd floor rear foyer and 2nd floor front foyer.
 - 4.3.1. Detach, store, and re-install baseboard or quarter round trims as required to complete this work.
- 4.4. Furnish and install new 1/2" gypsum board walls where removed.
 - 4.4.1. Provide taping of gypsum board to match adjacent finishes.
- 4.5. Prime and paint new gypsum board ceilings, walls and trim in replacement areas.
- 4.6. Sand, stain, and paint new hardwood flooring planks.

5. ENVIRONMENTAL

- 5.1. Apply anti microbial agents to wood stud wall framing and backside of wall panels in attic spaces.
- 5.2. Provide all necessary work, labor and materials required for Section 02 83 13 – Lead Hazard Remediation
 - 5.2.1. Work Summary Table – Second Floor Lead Hazard Remediation

#	Location	Component	Count	Recommended Action
1	Kitchen	Window Well, Sash, Jamb	2	Remove paint from friction surfaces. Liquid encapsulate interior and exterior of sash. Line window wells with aluminum with caulked edges, insert plastic jamb liners where appropriate.

5	Exterior Rear porch	Door	1	Remove and Replace- Architectural replacement components shall conform with all contract requirements and specifications.
5	Exterior Rear porch	Door Jamb	1	Remove and Replace- Architectural replacement components shall conform with all contract requirements and specifications.
5	Exterior Rear porch	Threshold	1	Strip component of paint unless replaced as part of door unit
5	Exterior Rear porch	Floor		Remove loose paint, stabilize paint with liquid encapsulant and cover area with indoor/outdoor carpeting
6	Right Rear Bedroom	Window Well, Sash, Jamb	2	Remove paint from friction surfaces. Liquid encapsulate interior and exterior of sash. Line window wells with aluminum with caulked edges, insert plastic jamb liners where appropriate.
7	Living Room (middle)	Window Well, Sash, Jamb	3	Remove paint from friction surfaces. Liquid encapsulate interior and exterior of sash. Line window wells with aluminum with caulked edges, insert plastic jamb liners where appropriate.
8	Front Bedroom	Window Well, Sash, Jamb	3	Remove paint from friction surfaces. Liquid encapsulate interior and exterior of sash. Line window wells with aluminum with caulked edges, insert plastic jamb liners where appropriate.
9	Front Hall	Window Sash, Well, Jamb	3	Remove paint from friction surfaces. Liquid encapsulate interior and exterior of sash. Line window wells with aluminum with caulked edges, insert plastic jamb liners where appropriate.
10	Exterior front porch	Door	1	Remove and Replace- Architectural replacement components shall conform with all contract requirements and specifications.
10	Exterior front porch	Door Jamb	1	Remove and Replace- Architectural replacement components shall conform with all contract requirements and specifications.
10	Exterior front porch	Threshold	1	Strip component of paint unless replaced as part of door unit
10	Exterior front porch	Floor		Remove loose paint, stabilize paint with liquid encapsulant and cover area with indoor/outdoor carpeting

5.2.2. Work Summary Table – Third Floor Lead Hazard Remediation

#	Location	Component	Count	Recommended Action
3	Bath	Window Well, Sash, Jamb	1	Remove paint from friction surfaces. Liquid encapsulate interior and exterior of sash. Line window wells with aluminum with caulked edges, insert plastic jamb liners where appropriate.

5.2.3. All architectural replacement components shall conform to relevant contract specification section requirements and submittal procedures of Section 01 33 00.

5.3. Provide all necessary work, labor and materials required for Section 02 83 19.13 – Lead Based Paint Abatement

5.3.1. Work Summary Table – First Floor Lead Based Paint Hazard Abatement Plan

Room #	Room Name	Component	Count	Abatement Method	Comments
2	Kitchen	Window sash/well/jamb	2	Remove and replace: Architectural replacement components shall conform with all contract requirements and specifications	Product Submittal shall conform with requirement of Section 0133 00- Submittal Procedures
3	Bath	Window sash/well/jamb	1	Remove and replace: Architectural replacement components shall conform with all contract requirements and specifications	Product Submittal shall conform with requirement of Section 0133 00- Submittal Procedures
4	Rear Bedroom	Window well/sash/jamb	2	Remove and replace: Architectural replacement components shall conform with all contract requirements and specifications	Product Submittal shall conform with requirement of Section 0133 00- Submittal Procedures

5	Middle Bedroom	Window well/sash/jamb	3	Remove and replace: Architectural replacement components shall conform with all contract requirements and specifications	Product Submittal shall conform with requirement of Section 0133 00- Submittal Procedures
6	Front Room	Window well//sash/jamb	3	Remove and replace: Architectural replacement components shall conform with all contract requirements and specifications	Product Submittal shall conform with requirement of Section 0133 00- Submittal Procedures
11	Exterior	Basement windows	5	LENCAP	Contractor responsible for performing x test and patch test to insure

5.3.2. All architectural replacement components shall conform to applicable contract specification section requirements and submittal procedures of Section 01 33 00.

SECTION 013300

SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 - RELATED DOCUMENTS

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

1.2 - SUMMARY

- A. Section includes requirements for the submittal schedule and administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.
- B. Related Requirements:
 - 1. Section 000115 "List of Drawings Sheets"

1.3 - DEFINITIONS

- A. Action Submittals: Written and graphic information and physical samples that require Engineer's responsive action. Action submittals are those submittals indicated in individual Specification Sections as "action submittals."
- B. Informational Submittals: Written and graphic information and physical samples that do not require Engineer's responsive action. Submittals may be rejected for not complying with requirements. Informational submittals are those submittals indicated in individual Specification Sections as "informational submittals."
- C. File Transfer Protocol (FTP): Communications protocol that enables transfer of files to and from another computer over a network and that serves as the basis for standard Internet protocols. An FTP site is a portion of a network located outside of network firewalls within which internal and external users are able to access files.
- D. Martinez Couch & Associates LLC (MCA) is the Project Manager and for this project. MCA will provide technical consultation, review of all materials, and project management. All references in this specification and in all other specifications references, MCA is Martinez Couch & Associates.
 - 1. All submittals shall be mailed to:
Martinez Couch & Associates
1084 Cromwell Avenue

Rocky Hill, CT 06067
Phone Number: (860) 436-4364
Fax Number: (860) 436-4626

- E. Portable Document Format (PDF): An open standard file format licensed by Adobe Systems used for representing documents in a device-independent and display resolution-independent fixed-layout document format.

All submittals shall be submitted in PDF via electronic mail (email) to

1. recouch@martinezcouch.com
2. mranando@martinezcouch.com

1.4 - ACTION SUBMITTALS

- A. Submittal Schedule: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections or revisions to submittals noted by MCA and additional time for handling and reviewing submittals required by those corrections.
1. Coordinate submittal schedule with list of subcontracts, the schedule of values, and Contractor's construction schedule.
 2. Initial Submittal: Submit concurrently with startup construction schedule. Include submittals required during the first 10 days of construction. List those submittals required to maintain orderly progress of the Work and those required early because of long lead time for manufacture or fabrication.
 3. Final Submittal: Submit concurrently with the first complete submittal of Contractor's construction schedule.
 - a. Submit revised submittal schedule to reflect changes in current status and timing for submittals.
 4. Format: Arrange the following information in a tabular format:
 - a. Add information, such as scheduled dates for purchasing and installation and the activity or event number, if using a CPM construction schedule.
 - b. Scheduled date for first submittal.
 - c. Specification Section number and title.
 - d. Submittal category: Action; informational.
 - e. Name of subcontractor.
 - f. Description of the Work covered.
 - g. Scheduled date for MCA final release or approval.
 - h. Scheduled date of fabrication.
 - i. Retain three subparagraphs below if CPM construction schedules are required.
 - j. Scheduled dates for purchasing.
 - k. Scheduled dates for installation.

1. Activity or event number.

1.5 - SUBMITTAL ADMINISTRATIVE REQUIREMENTS

- A. MCA's Digital Data Files: Electronic digital data files of the Contract Drawings will not be provided by Engineer for Contractor's use in preparing submittals.
 - a. Engineer makes no representations as to the accuracy or completeness of digital data drawing files as they relate to the Contract Drawings.
- B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
 2. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.
 3. Submit action submittals and informational submittals required by the same Specification Section as separate packages under separate transmittals.
 4. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
 - a. Engineer reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- C. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Engineer's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
 1. Initial Review: Allow 15 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Engineer will advise Contractor when a submittal being processed must be delayed for coordination.
 2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
 3. Resubmittal Review: Allow 15 days for review of each resubmittal.
 4. Concurrent Consultant Review: Where the Contract Documents indicate that submittals may be transmitted simultaneously to Engineer and to Engineer's consultants, allow 15 days for review of each submittal. Submittal will be returned to Engineer before being returned to Contractor.
- D. Paper Submittals: Place a permanent label or title block on each submittal item for identification.
 1. Indicate name of firm or entity that prepared each submittal on label or title block.
 2. Provide a space approximately 6 by 8 inches (150 by 200 mm) on label or beside title block to record Contractor's review and approval markings and action taken by Engineer.

3. Include the following information for processing and recording action taken:
 - a. Project name.
 - b. Date.
 - c. Name of Engineer.
 - d. Name of Construction Manager.
 - e. Name of Contractor.
 - f. Name of subcontractor.
 - g. Name of supplier.
 - h. Name of manufacturer.
 - i. Submittal number or other unique identifier, including revision identifier.
 - 1) Submittal number shall use Specification Section number followed by a decimal point and then a sequential number (e.g., 061000.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., 061000.01.A).
 - j. Number and title of appropriate Specification Section.
 - k. Drawing number and detail references, as appropriate.
 - l. Location(s) where product is to be installed, as appropriate.
 - m. Other necessary identification.
4. Additional Paper Copies: Unless additional copies are required for final submittal, and unless Engineer observes noncompliance with provisions in the Contract Documents, initial submittal may serve as final submittal.
5. Transmittal for Paper Submittals: Assemble each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. Engineer will discard submittals received from sources other than Contractor.
 - a. Transmittal Form for Paper Submittals: Use AIA Document G810.
 - b. Transmittal Form for Paper Submittals: Provide locations on form for the following information:
 - 1) Project name.
 - 2) Date.
 - 3) Destination (To:).
 - 4) Source (From:).
 - 5) Name and address of Engineer.
 - 6) Name of Contractor.
 - 7) Name of firm or entity that prepared submittal.
 - 8) Names of subcontractor, manufacturer, and supplier.
 - 9) Category and type of submittal.
 - 10) Submittal purpose and description.
 - 11) Specification Section number and title.
 - 12) Specification paragraph number or drawing designation and generic name for each of multiple items.
 - 13) Drawing number and detail references, as appropriate.
 - 14) Indication of full or partial submittal.
 - 15) Transmittal number numbered consecutively.
 - 16) Submittal and transmittal distribution record.
 - 17) Remarks.
 - 18) Signature of transmitter.

- E. Options: Identify options requiring selection by Engineer.
- F. Deviations and Additional Information: On an attached separate sheet, prepared on Contractor's letterhead, record relevant information, requests for data, revisions other than those requested by Engineer on previous submittals, and deviations from requirements in the Contract Documents, including minor variations and limitations. Include same identification information as related submittal.
- G. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
 - 1. Note date and content of previous submittal.
 - 2. Note date and content of revision in label or title block and clearly indicate extent of revision.
 - 3. Resubmit submittals until they are marked with approval notation from Engineer's action stamp.
- H. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- I. Use for Construction: Retain complete copies of submittals on Project site. Use only final action submittals that are marked with approval notation from Engineer action stamp.

PART 2 - PRODUCTS

2.1 - SUBMITTAL PROCEDURES

- A. General Submittal Procedure Requirements: Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.
 - 1. Action Submittals: Submit three paper copies of each submittal unless otherwise indicated. MCA will return two copies.
 - 2. Informational Submittals: Submit paper copies of each submittal unless otherwise indicated. Engineer will not return copies.
 - 3. Certificates and Certifications Submittals: Provide a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.
- B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
 - 1. If information must be specially prepared for submittal because standard published data are not suitable for use, submit as Shop Drawings, not as Product Data.
 - 2. Mark each copy of each submittal to show which products and options are applicable.
 - 3. Include the following information, as applicable:

- a. Manufacturer's catalog cuts.
 - b. Manufacturer's product specifications.
 - c. Standard color charts.
 - d. Statement of compliance with specified referenced standards.
 - e. Testing by recognized testing agency.
 - f. Application of testing agency labels and seals.
 - g. Notation of coordination requirements.
 - h. Availability and delivery time information.
4. For equipment, include the following in addition to the above, as applicable:
 - a. Wiring diagrams showing factory-installed wiring.
 - b. Printed performance curves.
 - c. Operational range diagrams.
 - d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.
 5. Submit Product Data before or concurrent with Samples.
 6. Submit Product Data in the following format:
 - a. Three paper copies of Product Data unless otherwise indicated. Engineer will return two copies.
- C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data unless submittal based on Engineer's digital data drawing files is otherwise permitted.
1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
 - a. Identification of products.
 - b. Schedules.
 - c. Compliance with specified standards.
 - d. Notation of coordination requirements.
 - e. Notation of dimensions established by field measurement.
 - f. Relationship and attachment to adjoining construction clearly indicated.
 - g. Seal and signature of professional engineer if specified.
 2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches (215 by 280 mm), but no larger than 30 by 42 inches (750 by 1067 mm)
 3. Retain subparagraph below unless default submittal format specified elsewhere in this article applies.
 4. Submit Shop Drawings in the following format:
 - a. Three opaque copies of each submittal. Engineer will retain two copies; remainder will be returned.
- D. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.
1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
 2. Identification: Attach label on unexposed side of Samples that includes the following:

- a. Generic description of Sample.
 - b. Product name and name of manufacturer.
 - c. Sample source.
 - d. Number and title of applicable Specification Section.
 - e. Specification paragraph number and generic name of each item.
3. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
- a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.
 - b. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.
4. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
- a. Number of Samples: Submit one full set(s) of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line to Engineer. Engineer will provide sample to property owner for their use to select option to be used.
5. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.
- a. Number of Samples: Submit one full set(s) of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line to Engineer. Engineer will provide sample to property owner for their use to select option to be used.
- E. Product Schedule: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:
1. Type of product. Include unique identifier for each product indicated in the Contract Documents or assigned by Contractor if none is indicated.
 2. Manufacturer and product name, and model number if applicable.
 3. Number and name of room or space.
 4. Location within room or space.
 5. Submit product schedule in the following format:
 - a. Three paper copies of product schedule or list unless otherwise indicated. Engineer will return two copies.

- F. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of Engineers and owners, and other information specified.
- G. Installer Certificates: Submit written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
- H. Manufacturer Certificates: Submit written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
- I. Product Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
- J. Material Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.
- K. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
- L. Product Test Reports: Submit written reports indicating that current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
- M. Research Reports: Submit written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:
 - 1. Name of evaluation organization.
 - 2. Date of evaluation.
 - 3. Time period when report is in effect.
 - 4. Product and manufacturers' names.
 - 5. Description of product.
 - 6. Test procedures and results.
 - 7. Limitations of use.
- N. Preconstruction Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.
- O. Compatibility Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed

before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.

- P. Field Test Reports: Submit written reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.

2.2 – DELEGATED-DESIGN SERVICES

- A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.
1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Engineer.
- B. Delegated-Design Services Certification: In addition to Shop Drawings, Product Data, and other required submittals, submit digitally signed PDF electronic file and three paper copies of certificate, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional.
1. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services.

PART 3 - EXECUTION

3.1 - CONTRACTOR'S REVIEW

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

3.2 - ENGINEER'S ACTION

- A. Action Submittals: Engineer will review each submittal, make marks to indicate corrections or revisions required, and return it. Engineer will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action, as follows:
1. Action Code 1 - No Exceptions Taken

2. Action Code 2 - Correct as Noted
 3. Action Code 3 - Revise and Resubmit
 4. Action Code 4 - Rejected
- B. Informational Submittals: Engineer will review each submittal and will not return it, or will return it if it does not comply with requirements. Engineer will forward each submittal to appropriate party.
- C. Partial submittals prepared for a portion of the Work will be reviewed when use of partial submittals has received prior approval from Engineer.
- D. Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.
- E. Submittals not required by the Contract Documents may be returned by the Engineer without action.

END OF SECTION

SECTION 015000

TEMPORARY FACILITIES AND CONTROLS

PART 2 GENERAL

1. DESCRIPTION

- A. General: During the construction period various types of services are necessary to record or support the construction process, which are not an integral part of the final construction. Provide temporary facilities and controls in accordance with the Contract Documents.
- B. Scope of Work includes but is not limited to:
- a) Layout and measurements.
 - b) Staging areas.
 - c) Rubbish removal.
 - d) Safety, protection and security.
 - e) Temporary toilets.
 - f) Water Service
 - g) Temporary scaffolding, ladders, stairs, hoists, etc.
 - h) Site fence.
 - i) Temporary closures
 - j) Labor disputes
 - k) Temporary light and power
 - l) Temporary heat
 - m) Ventilation and Humidity Control

2. RELATED DOCUMENTS

- a. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.
- b. Ladders, scaffolds, planks, hoists and similar items required for a specific item of work shall be part of that Scope of Work

3. QUALITY ASSURANCE

- a. Codes: Comply with applicable Building Code and Standards.

- b.Standards: Comply with the State and Local Board of Health, Environmental Protection Agency, Fire Department and other applicable standards.
- c.Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.
- d.Accessible Temporary Egress: Comply with applicable provisions in the U.S. Architectural & Transportation Barriers Compliance Board's ADA-ABA Accessibility Guidelines and ICC/ANSI A117.1.

4.SUBMITTALS

- a.Refer to Section 01330 or certain individual items of this section.

5.PRODUCT HANDLING

- a.Maintain temporary facilities and controls in proper safe condition throughout progress of the Work.

6.SUMMARY

- a.Section includes requirements for temporary utilities, support facilities, and security and protection facilities.
- b.Related Requirements:
 - 1)Section 011000 "Summary" for work restrictions and limitations on utility interruptions.

PART 3PRODUCTS AND EXECUTION

1.TEMPORARY FACILITIES INSTALLATION

- a.General: Installation and removal of and use charges for temporary facilities shall be included in the Contract Sum unless otherwise indicated. Allow other entities to use temporary services and facilities without cost, including, but not limited to Martinez Couch and Associates, testing agencies, and authorities having jurisdiction.
- b.Layout and Measurements:
 - 1)Use of Data Furnished: Boring, and survey data made available to the Contractor is for information only, and the Contractor shall use his own judgment as to the actual conditions. He is warned that reliance on the information presented is at his own risk, and neither the Owner, State, nor the Engineer and his consultants will be liable for errors relating to such data.

- 2) Additional Data Required By Contractor: The Contractor may make borings or drive test pits he requires to verify the conditions at the site at his own expense. The location and size of such exploratory holes will be subject to approval by the Engineer.
- 3) Protection of Survey: Land monuments, bench marks, survey points and other such references shall be protected from damage unless and until their removal is authorized. If they are disturbed, they shall be replaced in their proper positions.
- 4) Measurements: Take measurements of the work and be responsible for it.
 - a) Discrepancies: Thoroughly examine the drawings and specifications, carefully checking the figured dimensions, before commencing work, and report to the Engineer if any discrepancy, error, or defect appears.
 - b) Dimensions: If figured dimensions are lacking on the drawings, the Engineer will supply them.

c. Staging Area:

- 1) Scope: Access and staging areas for purposes of this Contract shall be confined to areas as directed by the Owner or Engineer within the property boundary.
- 2) Location of Apparatus: The locations of material, apparatus, equipment, fixtures, piping outlets, etc., are not specified. The actual location shall be as directed or as required to suit the conditions at the time of installation. Before installation, the Contractor shall consult the Engineer and ascertain the actual location.
- 3) Provide temporary storage sheds if necessary, and other storage facilities on the job site for the storage of materials that may be subject to weather damage when interior or covered space is not available.
- 4) Provide for adequate timber bridging and planking or other suitable means as required for legal egress, and for the safeguarding of existing paving, walks and curbs, structures and utilities from damage due to construction vehicle traffic. Safeguard existing conditions from damage during construction. Repair or replace the damaged existing surroundings within the designated access and staging areas which is needed to remain in place and which is damaged by operations under this Contract.
- 5) Do not encumber the premises nor overload the structures beyond their allowable design live load with his/her apparatus, storage of materials and the operation of his/her workmen, and shall be confined within the limits designated by the Owner or Engineer.

d. Rubbish Removal:

- 1) Clean-up debris, rubbish and old materials resulting from the Work on a daily basis.
- 2) Cleaning Responsibility: Remove from the work area of building and site debris, resulting from the work daily or as often as necessary if it interferes with the work or staging area under the contract or presents a fire hazard. No rubbish or debris shall be dropped from a height of more than 6 feet, or thrown out of windows or openings without a chute. An adequate number of cleaning personnel shall be provided during working hours, who shall keep areas within and adjacent to the building free from dust and loose dirt by sweeping and wet mopping.

- 3) Rubbish Disposal: Furnish containers at central collection locations as designated by the Owner or Engineer on the site to receive construction debris. Cost of containers, removal and disposal charges shall be paid by the Contractor. Containers shall be removed as often as necessary to minimize interference with work in progress.
- 4) Clean the site around the building and maintain it clean and free from food and beverage containers, waste and other debris. Provide and rigidly enforce the use of waste receptacles by construction personnel. Burning of refuse is not permitted.
- 5) Salvage Materials: Construction salvage materials, not indicated items elsewhere to be returned to the Owner, shall become the property of the Contractor and shall be taken from the premises. Storage of materials and equipment on the site, other than for this project, will not be permitted.

e. Safety, Protection and Security:

- 1) Provide safety and protection in accordance with Contract Documents.
- 2) Protection: Protection shall be maintained for the duration of the Project and shall include:
 - a) Weather Protection: Arrange to provide protection against rain, wind, storms, frost, heat and other weather conditions, so as to maintain work, materials, apparatus and fixtures free from injury or damage. At the end of each day's work items likely to be damaged shall be covered. Remove snow and ice for the proper protection and/or execution of the construction work.
 - b) Protection of Finished or Existing Work: Provide protection for the finished work. Finished or Existing floors that will remain shall be protected from traffic or construction work by covering with materials approved by the finish manufacturer. Finished construction and materials shall be protected from rain, snow and windstorm damage throughout the construction period.
 - c) Fire Protection: Maintain fire-fighting equipment for the duration of construction in accordance with the requirements of the Fire Department and the Insurance Underwriters and subject to approval of the Owner's insurance agent. Provide fire extinguishers as required by the local Fire Department and the Building Code. Coordinate with existing firefighting equipment in existing building.
 - d) Volatile Liquids: Bulk storage of volatile liquids shall be outside the building at designated location. Only as much volatile liquid shall be allowed within the building at any given time as is needed for that day's operation.
 - e) Vermin and Rodent Control: Prevent the infestation and multiplication of vermin and rodents, and, if necessary, employ an exterminator to rid the premises of them if there is evidence that they exist.
 - f) Dust Protection: Prevent the nuisance of dust to the surrounding areas, and provide coverings or water sprinkling materials and equipment as required for such dust prevention for the work.
 - g) Structural Alterations: Do not permit endangering work by excavation or otherwise and shall not cut or alter the work without the consent of the Structural Engineer. Written instruction shall be obtained from the

Structural Engineer's representatives before cutting beams or other structural members, arches, lintels, etc.

3)Protection of Adjacent Property:

- a)Scope: Take necessary precautions to protect public and private property on or adjacent to the job site, including utilities, street signs, light standards, hydrants, pavements and walks, planting and natural features, against damage or injury including settlement or collapse.
- b)Building Damage: Should damage result to structures or property, the Contractor shall correct or repair it without undue delay and to the complete satisfaction of the Owner. No "Waiver of Responsibility" for incomplete, inadequate or defective adjoining work will be accepted unless otherwise stated by the Engineer.
- c)Excavation Damage: Maintain the existing and adjoining structures safety. Concrete or rock excavation in the proximity of the adjoining structures shall be done by line drilling. Existing footings and foundation work exposed shall be underpinned as directed by Engineer. Prevent damage to pipes, conduits, wires, cables or structures above or below ground.
- d)Site Damage: Repair and restoration of existing roads, pavements, walks, curbs, manholes, hydrants, light standards, street signs, catch basins, railings and plantings, and other construction or surfaces required due to the work under this contract shall be included in the work under the Contract even if not specifically called for in the various sections of the Specifications. Repair and restoration work shall match existing work. Costs incurred in repair work, including permits, bonds and supervision by public authorities, shall be borne by the Contractor causing the damage.

4)Welding & Cutting:

- a)Handling of Welding Materials: The handling and storage of welding materials, acetylene and oxygen tanks, burners, and other equipment required for the execution of welding and cutting work at the job shall be subject to the approval of the Building Department and Fire Marshal.
- b)Welding Standards: Work shall be performed in accordance with the standard specifications of the American Welding Society.
- c)Fire Protection: Welders shall take precautions required to prevent fires as a result of his/her operations. When welding tools or torches are in used, the Contractor shall have available, in the immediate vicinity of the work, a fire extinguisher of the CO₂ type. The fire extinguisher shall be provided and maintained by the Installer. Fuel for cutting and heating torches shall be gas only, and shall be contained in Underwriters Laboratory listed containers. Storage of gas shall be in locations approved by the Fire Department. Provide fireproofed tarpaulins where applicable at welding and cutting operations.
- d)Power: The Owner will not provide power for electric welders.

5)Tree Protection: Trees identified by the Owner or Engineer to remain must be protected by the Contractor during the construction period. Avoid driving vehicles or storing materials within the tree root area and excavating in the root area unless accepted by the Owner or Engineer.

6)Security: The Contractor shall secure his/her tools, materials and assemblies. Claims shall not be made against the Owner or Engineer for equipment or tool losses or damage to installed assemblies.

f. Temporary Toilets:

1)Chemical Toilets: The Contractor shall provide and maintain temporary enclosed and weatherproof chemical toilets located on the site. Use of the owner's toilets by construction personnel within occupied areas of the building is not permitted.

2)Cleaning of Toilets: Toilets shall be maintained in a clean and sanitary condition and shall conform to the requirements of the local Department of Health and Labor requirements. Toilets shall be pumped and cleaned a minimum of once per week.

g. Water Service:

1)Water shall be available for the various trades as coordinated with the property Owner. Prevent freeze-ups. Have water available for the various trades during the normal working periods and for fire prevention purposes.

2)Cost: the Owner shall pay the cost of water.

h. Temporary Scaffolding, Ladders, Stairs, Hoists, Etc.:

1)Scope: Coordinate the installation and maintenance and safety of temporary stairs, ladders, ramps, scaffolds, runways, sidewalk bridges, fences, derricks, hoists, chutes, and other such operational facilities as may be needed for the proper execution of the work. Apparatus, equipment and construction shall meet the requirements of the Labor Law and other State and local Building Department Requirements.

2)Scaffolding: Coordinate the location, erection, maintenance and removal of scaffolding and other temporary facilities as required for the proper installation of the work.

3)Hoists and/or Crane: (for General Use) Coordinate and maintain the use of conventional construction hoists of sufficient size and capacity to raise materials and equipment and give access to construction levels.

i. Site Fence, if applicable:

1)Location: A site fence shall be installed by the Contractor at the construction site perimeter and adjacent staging areas if required by the contract documents. New construction work, including trailer and staging shall be contained within the site fence.

2)Type: Provide either of the following types:

a)Woven Wire Mesh: 6'-0" high with gates and required bracing.

b)Maintain fence and gates during entire construction period in a neat and orderly way free of graffiti or unauthorized signs.

j. Temporary Closures:

- 1) Take special precautions against damage to materials and work installed in cold or freezing weather, by providing adequate special heat and/or covering to prevent damage by the elements.
- 2) Temporary Partitions: (adjacent to occupied areas) after relocation of occupancy from spaces requiring access, provide temporary partitions to isolate occupied areas from work areas. Temporary partitions shall be of gypsum board on suitable studs and shall not interfere with the emergency exit requirements of occupied areas.
- 3) Exterior partitions shall be suitably weather protected insulated and otherwise sealed off to prevent dirt and weather infiltration.
- 4) Interior partitions shall be suitably sealed to limit noise and dirt infiltration.

k. Labor Disputes:

- 1) Notifications: Immediately notify the Engineer of actual or impending labor disputes that may affect or is affecting the schedule of the Work. Take appropriate measures to eliminate or minimize the effect of such labor dispute on the schedule, including but not limited to, such measures as: promptly seeking appropriate injunctive relief; filing appropriate charges with the National Labor Relations Board under the applicable provisions of the Labor Management Relations Act of 1947, as amended; filing appropriate damage actions; taking such measures as establishing a reserved gate, where appropriate; seek other sources or supply or service; and other measures that may be appropriately utilized to limit or eliminate the effect of the labor dispute.
- 2) Damage - Time Extension: To the extent the Contractor fails to promptly initiate measures that are appropriate, no extension of time for completion shall be allowed. In addition, any delay impact on any Contractor's schedule or on the schedule for the Project, which is a direct result of such failure, shall be considered as a Contractor caused delay under applicable provisions of the Contract. The rights and remedies provided in this paragraph are in addition to other rights or remedies provided by law or under this Contract. The Contractor shall include this clause in every Contract, together with a requirement that Sub-Subcontractors include a substantially similar clause in each lower tier subcontract.

l. Temporary Light and Power:

- 1) Scope: The Contractor shall provide labor, materials, tools, appliances, and equipment and perform operations necessary for the complete execution of a separate system of temporary electric light and power throughout the project suitable for supplying electrical energy for illumination and for power tools and equipment. Such system shall be installed and maintained in place as needed and removed promptly as its necessity ceases to exist. Maintaining shall and include energizing and de-energizing the electrical systems each working day, and turning on and off of lights daily.
- 2)
- 3) Lighting Standards: The minimum temporary lighting to be provided, and maintained in each room and changed as needed when interior walls are being erected as

directed by OSHA standards. Temporary lighting must be maintained for twenty-four (24) hours a day, and seven (7) days a week at stairs and corridors below ground. In other spaces, temporary lighting and power shall be energized approximately thirty (30) minutes before the starting time and after the quitting time of the latest stopping unless otherwise directed by code.

- 4)Wiring Standards: Temporary wiring and equipment shall conform to the requirements of the National Electrical Code, regulations of the Building Code.
- 5)Energy Costs: The Owner shall pay the Electric Utility bills, as they become due, for electric energy used for temporary lighting and power to perform work in the building.
- 6)Other Costs: The Contractor responsible for the other costs in connection with providing and maintaining the temporary electrical power system.

m. Temporary Heat:

- 1)Scope of Enclosed Building Protection: Prior to the winter weather protection as required to accomplish the following:
 - 2)To protect the finish work.
 - 3)If the heat not available from existing heating plant, the Contractor is responsible to provide sufficient heat so that the work can be accomplish in accordance with the Contract.
 - 4)Cost: If the other than existing plant used for heat the Contractor shall pay for temporary heat equipment, safety provisions and fuel charges.
 - 5)Damage Due to Lack of or Improperly Operated Temporary Heat: Maintain heat to prevent damage due to frost and freezing during the period when temporary heat is needed. Prevent damage due to defective equipment or the use of equipment, including but not limited to damage such a stains, smudges, soot or fire, and repair damage in a manner satisfactory to the Owner and Engineer.

n. Ventilation and Humidity Control (Where necessary for project work): Provide temporary ventilation required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed. Coordinate ventilation requirements to produce ambient condition required and minimize energy consumption.

- 1)Provide dehumidification systems when required to reduce substrate moisture levels to level required to allow installation or application of finishes.

2.SUPPORT FACILITIES INSTALLATION

a.General: Comply with the following:

- 1)Maintain support facilities until Architect schedules Substantial Completion inspection. Remove before Substantial Completion. Personnel remaining after Substantial

Completion will be permitted to use permanent facilities, under conditions acceptable to Owner.

- b. Traffic Controls: Comply with requirements of authorities having jurisdiction.
 - 1) Protect existing site improvements to remain including curbs, pavement, and utilities.
 - 2) Maintain access for fire-fighting equipment and access to fire hydrants.
- c. Parking: Use designated areas of Owner's existing parking areas for construction personnel.

3. SECURITY AND PROTECTION FACILITIES INSTALLATION

- a. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction as required to comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.
 - 1) Comply with work restrictions specified in Section 011000 "Summary."
- b. Tree and Plant Protection: Install temporary fencing located as indicated or outside the drip line of trees to protect vegetation from damage from construction operations. Protect tree root systems from damage, flooding, and erosion.
- c. Barricades and Warning Signs: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs.
- d. Temporary Egress: Maintain temporary egress from existing occupied facilities as indicated and as required by authorities having jurisdiction.
- e. Prohibit smoking in construction areas.
- f. Develop and supervise an overall fire-prevention and -protection program for personnel at Project site. Review needs with local fire department and establish procedures to be followed. Instruct personnel in methods and procedures. Post warnings and information.

4. MOISTURE AND MOLD CONTROL

- a. Contractor's Moisture-Protection Plan: Avoid trapping water in finished work. Document visible signs of mold that may appear during construction.
- b. Exposed Construction Phase: Before installation of weather barriers, when materials are subject to wetting and exposure and to airborne mold spores, protect as follows:
 - 1) Protect porous materials from water damage.
 - 2) Protect stored and installed material from flowing or standing water.

- 3)Keep porous and organic materials from coming into prolonged contact with concrete.
- 4)Remove standing water from decks.
- 5)Keep deck openings covered or dammed.

c.Partially Enclosed Construction Phase: After installation of weather barriers but before full enclosure and conditioning of building, when installed materials are still subject to infiltration of moisture and ambient mold spores, protect as follows:

- 1)Do not load or install drywall or other porous materials or components, or items with high organic content, into partially enclosed building.
- 2)Keep interior spaces reasonably clean and protected from water damage.
- 3)Periodically collect and remove waste containing cellulose or other organic matter.
- 4)Discard or replace water-damaged material.
- 5)Do not install material that is wet.
- 6)Discard, replace, or clean stored or installed material that begins to grow mold.
- 7)Perform work in a sequence that allows any wet materials adequate time to dry before enclosing the material in drywall or other interior finishes.

d.Controlled Construction Phase of Construction: After completing and sealing of the building enclosure but prior to the full operation of permanent HVAC systems, maintain as follows:

- 1)Control moisture and humidity inside building by maintaining effective dry-in conditions.
- 2)Use temporary dehumidifiers or permanent HVAC system, if available to control humidity.
- 3)Comply with manufacturer's written instructions for temperature, relative humidity, and exposure to water limits.
 - a)Hygroscopic materials that may support mold growth, including wood and gypsum-based products, that become wet during the course of construction and remain wet for 48 hours are considered defective.
 - b)Measure moisture content of materials that have been exposed to moisture during construction operations or after installation. Record readings beginning at time of exposure and continuing daily for 48 hours. Identify materials containing moisture levels higher than allowed. Report findings in writing to Architect.
 - c)Remove materials that cannot be completely restored to their manufactured moisture level within 48 hours.

5.OPERATION, TERMINATION, AND REMOVAL

- a.Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.
- b.Maintenance: Maintain facilities in good operating condition until removal.

1) Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.

c. Temporary Facility Changeover: Do not change over from using temporary security and protection facilities to permanent facilities until Substantial Completion.

d. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.

1) Materials and facilities that constitute temporary facilities are property of Contractor.

2) Remove temporary roads and paved areas not intended for or acceptable for integration into permanent construction. Where area is intended for landscape development, remove soil and aggregate fill that do not comply with requirements for fill or subsoil. Remove materials contaminated with road oil, asphalt and other petrochemical compounds, and other substances that might impair growth of plant materials or lawns. Repair or replace street paving, curbs, and sidewalks at temporary entrances, as required by authorities having jurisdiction.

3) At Substantial Completion, repair, renovate, and clean permanent facilities used during construction period. Comply with final cleaning requirements specified in Section 017700 "Closeout Procedures."

END OF SECTION 015000

SECTION 02 83 13

LEAD PAINT HAZARD REMEDIATION

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

A. “Lead Hazard Remediation Project, 72 Kent Avenue, Second and Third Floors, Bridgeport, CT” prepared by Gilberto Lead Inspections LLC.

PART 2 - PRODUCTS

PART 3 - EXECUTION

All work, labor, and materials shall conform to “Lead Hazard Remediation Project, 72 Kent Avenue, Second and Third Floors, Bridgeport, CT” prepared by prepared by Gilberto Lead Inspections LLC.

Part 1 General

1.1 SCOPE

- A. The work specified herein includes lead paint hazard reduction in accordance with The Department of Housing and Urban Development (HUD) Lead Safe Housing Rule (24 CFR 35) for all components and surfaces containing defective toxic levels of lead paint. The work shall be conducted to satisfy the requirements of federal HUD standards. Testing was performed in accordance with HUD and State of Connecticut protocols.

Property Information:

Address: 72 Kent Ave., Second and Third Floors, Bridgeport, CT
(A three story, two family residence)

Property Owner: Catalina Fragoso
72 Kent Ave., Second Floor, Bridgeport, CT

Lead Testing Performed by:

Maureen Monaco – Lead Inspector /Risk Assessor #1172

Gilbertco Lead Inspections LLC- Consultant Contractor #270
287 Main Street
Ansonia, CT 06401
1-800-959-2985

Date of testing: May 13, 2014

Methodology: Handheld Scitec Map 4 (Keymaster/Bruker) XRF
spectrum analyzer, K Shell emissions

Resident Information:

Catalina Fragoso, owner, resides on second floor. Tenant on third floor. Two children under the age of six residing on first floor-to be addressed by separate abatement plan.

- B. Prior to abatement or interim controls, repair work including but not limited to the repair of any leaks related to the deterioration of lead based painted surfaces is required. None required.
- C. Abatement or Lead Hazard Remediation includes the following methods:
- Replacement by removing components such as windows, doors, and trim that have lead painted surfaces and installing new lead free components. Architectural replacement components shall conform

with all contract requirements. Product submittals shall conform with requirements of Section 01 33 00- Submittal Procedures.

- Rigid enclosure using enclosure system by mechanically attaching a rigid durable barrier covering building components with all edges and seams sealed with caulk or other sealant. Enclosures are intended to prevent access and exposure to lead painted surfaces and provide a “dust –tight” system to trap and lead contaminated dust.

Appropriate enclosure materials include:

<u>Surface Location</u>	<u>Covering Material</u>
Exterior Trim	Aluminum or vinyl coil stock
Exterior Finish	Aluminum or vinyl siding
Interior Finish	Drywall, wainscoting
Steps	Vinyl or rubber tread and riser coverings
Floors	Underlayment and vinyl

- Liquid Encapsulation by application of an approved liquid coating that acts as a barrier between lead based paint and the environment. Encapsulant are not to be used on friction surfaces. Contractor must insure substrate worthiness by performing ‘x test’ and patch test.
- Paint removal by separation of lead paint from the surface of components. This activity may include the following methods when performed with the proper conditions and engineering controls:
 1. Mechanical removal by wet scraping or HEPA needle gun.
 2. Chemical removal by use of strippers in accordance with manufacturer’s specifications.
 3. Heat Gun by heating the painted surface utilizing proper engineering controls and when temperature does not exceed 700 degrees F.
- Soil Hazard Reduction Methods may include
 1. Removal and replacement of lead contaminated soil by removing the top 2-6 inches of lead contaminated soil, disposing it in accordance with federal and state standards and replacing it with new lead free soil. EPA Guidance recommends this method when lead levels exceed 500 ppm.
 2. Permanent Cover of bare soil areas with concrete, asphalt, or other permanent materials; EPA Guidance recommends this method when lead concentrations in soil exceed 5000 ppm.

3. Interim controls may include covering lead contaminated soil with grass, gravel, mulch, or restrictive elements such as fences, shrubbery, or decking to prevent access to contaminated soil. Interim controls require periodic monitoring to ensure that the cover or controls are in place.
- D. Interim controls may be performed by personnel who have received the Renovate Right Certification from the EPA. Interim Controls are measures designed to temporarily reduce human exposure or likely exposure to lead paint hazards, including specialized cleaning, repairs, maintenance painting, and temporary containments.
 - E. The Contractor shall provide all labor, materials, equipment, services, insurance, supervision, and incidentals which are necessary or required to perform the work of lead paint remediation in accordance with applicable governmental regulations and these specifications.
 - F. The Contractor is responsible for restoring all auxiliary areas utilized during abatement to conditions equal to or better than original. The contractor shall, at no additional expense to the building owner, repair any damage caused to auxiliary areas during the performance of abatement activities.
 - G. The Contractor will protect and preserve in operating conditions, including all utilities transversing the building and site. Damage to any utility due to work under this contract shall be repaired to the reasonable satisfaction and at no cost to the building owner.
 - H. The Contractor shall coordinate work schedule and site access with the building owner. The contractor shall submit a schedule or work and shall be approved by the building owner prior to the commencement of work. The contractor shall be responsible for securing the building for the duration of the work.
 - I. The Contractor shall be responsible for removing and decontaminating movable objects from the work area. This should be coordinated with the building owner.

1.2 DESCRIPTION OF WORK

- A. The site is a three story, two family residential home built about 1917. The exterior of the home is vinyl sided.
- B. The scope of work is to include removal of paint from friction surfaces of second and third floor windows, lining window wells with aluminum with

caulked edges, inserting window jamb liners where appropriate, replacing front and rear second floor porch door and threshold, removing paint from front and rear porch floor or covering floor with indoor outdoor carpeting .

- C. A CT Licensed Lead Abatement Contractor or an EPA Certified Renovate Right Contractor will be utilized to perform the required work.
- D. All required lead based paint abatement work shall be conducted in compliance with HUD regulation 24 CFR Part 35.
- E. Lead based paint is present on the similar painted components in the areas of the project as found in the inspection report attached. It is the responsibility of the Contractor to comply with the OSHA Construction industry Standard 29 CFR 1926.62 when conducting abatement activities which may disturb materials with lead based paint.

1.3 PERSONAL PROTECTION

- A. Prior to commencement of work, instruct all workers in all aspects of personal protection, work procedures, emergency evacuation procedures and use of all equipment. A formal respiratory protection program including respiratory protection must be implemented in accordance with 29 CFR 1926.26 and 29 CFR 1910.134.
- B. Contractor will provide appropriate respiratory and filters for protection equipment for each worker and ensure usage during potential dust exposure. Respirators shall be approved by the National Institute for Occupational Safety and Health under 30 CFR Part 11.
- C. Contractor will provide and require workers to wear protective clothing in work areas where lead dust concentrations exceed permissible exposure limits established OSHA. This includes impervious coveralls with elastic wrists and ankles, head covering, gloves, and foot coverings.

1.4 PREPARATION OF LEAD CONTROL AREA

- A. Post warning signs meeting EPA Renovate Right Program at each entrance and exit. Notification to tenants or owner must be made in writing.
- B. Install an impermeable cloth or vinyl on ground under work area to collect paint dust, chips, and debris.
- C. Remove movable objects within the proposed work area and enclose those items remaining with a minimum of 6 mil poly, sealed with tape.

- D. Pre-clean proposed work area with HEPA vacuum or wet cleaning methods.

1.5 LEAD REMOVAL

- A. A competent person shall be on the job site at all times to ensure proper work practices are followed.
- B. Utilize wet methods to remove lead based paint and painted components in accordance with 29 CFR 1926.62 utilizing fine mist to moisten surface to prevent lead dust from becoming airborne.
- C. At the end of each work shift remove and place all visible accumulation of paint chips and associated dust and debris. This includes rags, sponges and protective clothing.
- D. The following practices are prohibited:
- Dry scraping
 - Power tools for grinding, sanding, and cutting without HEPA vacuum dust collection

1.6 CLEAN-UP, VISUAL INSPECTION, FINAL INSPECTION

- A. After a visual inspection, the Contractor will remove impermeable drop cloths.
- B. The contractor will call Gilbertco Lead Inspections LLC (1-800-959-2985) or Facilities Support Services LLC at 1-203-288-1281 to do a visual inspection of the interior and exterior of the project to detect incomplete work, visible debris, or damage cause by abatement or remediation activity. Dust wipes for lead dust will be obtained from window wells, window sill, and floors from every room/area where window repair or paint stabilization has occurred.
- C. A visual inspection for bare soil areas will be conducted along the exterior perimeter of the site and in water runoff areas. Bare soil can be covered by 2-4 inches of mulch, gravel, good quality grass, restrictive bushes, cement, asphalt or a combination of these.

1.7 DISPOSAL OF HAZARDOUS LEAD BEARING WASTE

- A. Materials associated with the abatement shall be disposed of as hazardous waste with a TCLP reading >5 mg/l. The contractor shall obtain a small quantity hazardous waste generator ID number from the State of Connecticut DEEP for the site, if hazardous waste generated exceeds 100 kilograms per month. Materials associated with this abatement include:

- Any lead containing or lead based paint debris
 - Wood painted with lead based paint
 - Stripped paint or paint chips
 - Painted wall or ceiling plaster
 - Painted concrete debris
- B. Disposal of all hazardous waste shall comply with the requirements of Resource Conservation and Recovery Act (RCRA).
- C. Contractor can wipe clean polyethylene sheeting and dispose of it as construction debris.
- D. Dumpsters containing hazardous waste are to be kept covered and locked when not in active use for lading of materials.
- E. All containers of hazardous lead bearing material shall carry the following label in accordance with 29 CFR 1926.62.

HAZARDOUS LEAD WASTE

Federal Law prohibits improper disposal.
If found, contact the nearest police or public safety authority,
or the U.S. Environmental Protection Agency

Generator Information:

Facility Name: _____

Facility Address: _____

Facility Phone Number: _____

EPA ID / Manifest Document #: _____

Accumulation Start Date: _____

EAP Waste #: _____

HAZARDOUS WASTE SOLID NUMBERS

ORM-E NA 9189 D008

HANDLE WITH CARE

- F. Payment for disposal of hazardous waste will not be made until a signed copy of the manifest from the treatment or disposal facility certifying the amount of lead-containing materials is returned and a copy is furnished.

72 Kent Avenue, 2nd Floor, Bridgeport, Connecticut

#	Location	Component	Count	Recommended Action	Comments
1	Kitchen	Window Well, Sash, Jamb	2	Remove paint from friction surfaces. Liquid encapsulate interior and exterior of sash. Line window wells with aluminum with caulked edges, insert plastic jamb liners where appropriate.	
5	Exterior Rear porch	Door	1	Remove and Replace- Architectural replacement components shall conform with all contract requirements and specifications.	Product Submittal shall conform with requirement of Section 01 33 00 – Submittal Procedures
5	Exterior Rear porch	Door Jamb	1	Remove and Replace- Architectural replacement components shall conform with all contract requirements and specifications.	
5	Exterior Rear porch	Threshold	1	Strip component of paint unless replaced as part of door unit	
5	Exterior Rear porch	Floor		Remove loose paint, stabilize paint with liquid encapsulant and cover area with indoor/outdoor carpeting	
6	Right Rear Bedroom	Window Well, Sash, Jamb	2	Remove paint from friction surfaces. Liquid encapsulate interior and exterior of sash. Line window wells with aluminum with caulked edges, insert plastic jamb liners where appropriate.	
7	Living Room (middle)	Window Well, Sash, Jamb	3	Remove paint from friction surfaces. Liquid encapsulate interior and exterior of sash. Line window wells with aluminum with caulked edges, insert plastic jamb liners where appropriate.	

72 Kent Avenue, 2nd Floor, Bridgeport, Connecticut

8	Front Bedroom	Window Well, Sash, Jamb	3	Remove paint from friction surfaces. Liquid encapsulate interior and exterior of sash. Line window wells with aluminum with caulked edges, insert plastic jamb liners where appropriate.	
9	Front Hall	Window Sash, Well, Jamb	3	Remove paint from friction surfaces. Liquid encapsulate interior and exterior of sash. Line window wells with aluminum with caulked edges, insert plastic jamb liners where appropriate.	
10	Exterior front porch	Door	1	Remove and Replace- Architectural replacement components shall conform with all contract requirements and specifications.	Product Submittal shall conform with requirement of Section 01 33 00 – Submittal Procedures
10	Exterior front porch	Door Jamb	1	Remove and Replace- Architectural replacement components shall conform with all contract requirements and specifications.	
10	Exterior front porch	Threshold	1	Strip component of paint unless replaced as part of door unit	
10	Exterior front porch	Floor		Remove loose paint, stabilize paint with liquid encapsulant and cover area with indoor/outdoor carpeting	

72 Kent Avenue, 3rd Floor, Bridgeport, Connecticut

#	Location	Component	Count	Recommended Action
3	Bath	Window Well, Sash, Jamb	1	Remove paint from friction surfaces. Liquid encapsulate interior and exterior of sash. Line window wells with aluminum with caulked edges, insert plastic jamb liners where appropriate.

The State of Connecticut Department of Housing
Community Development Block Grant
Disaster Recovery Program (CDBG-DR)
Owner Occupied Rehabilitation and Rebuilding Program

Bid Documents
Project# 2158
70-72 Kent Avenue
Bridgeport, CT

SECTION 02 83 19.13

LEAD PAINT ABATEMENT

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. 'Abatement Plan for 70 Kent Avenue, First Floor, Bridgeport, CT' prepared by Gilberto Lead Inspections LLC.

PART 2 – PRODUCTS – NOT USED

PART 3 – EXECUTION

All work, labor, and materials shall be accordance with 'Abatement Plan for 70 Kent Avenue, First Floor, Bridgeport, CT' prepared by Gilberto Lead Inspections LLC.

A. Background Information

Date Plan Submitted: June 24, 2014

Address of Property: 70-72 Kent Avenue, Bridgeport, CT

Plan Prepared by: Owner Planner Project Designer

Lead Planner / Project Designer

Name: Maureen Monaco Certificate: 2152

Telephone: 1-800-959-2985

Address: 287 Main Street, Ansonia, CT 06401

Inspection Report Used to Develop Abatement Plan

Date of Inspection: June 10, 2014, June 16, 2014

Consultant Contractor: Gilbertco Lead Inspections LLC, 287 Main Street, Ansonia, CT 06401 Consultant Contractor # 270

Telephone- 1-800-959-2985

Inspectors: Maureen Monaco- Lead Inspector Risk Assessor #1172

B. Owner Information

Name: Catalina Fragoso

Address: 72 Kent Avenue, Second Floor, Bridgeport, CT

Telephone: 203-828-8326

C. Resident Information

Ryan Duffield, wife, two minor children

Number of Children under six years old: 2- Ryan age 3 years, LeAnn age 1

Will residents be relocated? Yes No Tenants will move in with mother who lives on second floor.

D. Abatement Contractor Information

Who will conduct abatement? Owner Abatement Contractor

Abatement contractor will submit all licenses and certifications of the company and individuals working on the property and give written notice to the Bridgeport Health Department at least five days prior to commencing the project.

This is a Department of Housing and Urban Development Project receiving Storm Sandy Disaster Recovery funds therefore must go out to bid. Abatement Contractor to be determined.

E. Repairs prior to Abatement

Please Note:

- Water leaks: Must be corrected prior to abatement regardless of the method of abatement. Uncorrected water leaks can cause encapsulating material to fail if the underlying lead painted surface deteriorates. Moisture can also cause paint on stripped surface (and unabated surface) to fail and expose lead residue that may remain on the substrate after stripping by heat, caustic chemicals, solvents or scraping.

- Heating Systems: Inadequate heat after abatement may lead to failure of encapsulants and paint. Therefore heating systems must be repaired. Prior to abatement, forced air systems must be shut down and sealed to prevent transport of lead contamination from the abatement area to other areas of the residence.

What Components or Mechanical Systems Need To Be Repaired Prior To Abatement?

- Water leaks, roof, plumbing, wall surfaces, etc.- Repairs to include interior ceiling and floor repair.
- Heating Systems-
- Electrical Systems
- Any other conditions that require repair so as not to impede abatement.
- No prior repairs required.

F. Abatement Techniques To Be Used

Identify which abatement techniques will be used on the attached forms. The three general strategies for lead paint abatement are removal, replacement, and encapsulation. See attached relevant forms.

A. Removal (REM): stripping of paint

B. Replacement (REP): Architectural replacement components shall conform with all contract requirements and specifications. Product submittal shall conform with requirements of Section 01 33 00-Submittal Procedures.

C. BARRIER: (BAR): enclosure using approved materials such as siding or sheetrock.

D. Liquid Encapsulation: (LENCAP) : Use of Connecticut approved encapsulant; technical information and MSDS attached.

E. Cementitious Encapsulation (CENCAP): provide technical information

* Note: If rigid, liquid or cementitious encapsulants are to be used, the associated surfaces must be periodically monitored in the future per a schedule that is established within a lead management plan. Additionally liquid and cementitious encapsulants must be authorized for use by the Connecticut Department of Public Health (DPH) and listed on the DPH registry of Authorized Encapsulant Products.

Paint Removal means the stripping of lead paint from the surfaces of components. The following are some of the paint removal processes that can be used; chemical stripping, mechanical stripping, and wet scraping/wet sanding.

- **Chemical stripping:** there are a variety of paint removal products that are available from various manufacturers. Commonly the stripper is applied to the building component and later removed by manual scraping. All paint layers must be removed. Follow manufacturer's direction on how to apply such products.
- **Mechanical stripping:** This technique requires the use of power tools. Examples of such equipment are: needle guns, vibrating, belt, and rotary sanders. Abrasive blasting equipment and other types of impact strippers that employ the use of steel studs of different sizes and shapes, that rotate in an enclosed head to impact the painted surface. See manufacturer instructions on how to use this equipment. (Note: Mechanically powered abatement equipment requires the use of HEPA-equipped vacuum attachments to remove dust generated during the use of the equipment).
- **Wet Scraping/wet sanding.** Wet scraping or wet sanding manually removes loose and peeling lead paint. Paint chips and dust that are generated during these procedures, must be controlled, to avoid further distribution of contaminants to adjacent areas. Wet Scraping and sanding involves misting

the peeling paint before scraping or sanding, and thus reducing the amount of lead dust that is generated during these processes. Surfactants (wetting agents) may be added to the water to facilitate cleanup.

- **Heat Gun:** This removal technique involves the softening of the paint with a heat gun and then scraping the paint off. To prevent vaporization of the lead contained in the paint, the temperature of the heat gun must not exceed 700 degrees Fahrenheit per DPH regulations.

Replacement means the removal of components such as windows, doors and trim that have lead painted surfaces and the installation of new components that are free of lead containing paint. Replacement may be feasible for many exterior and interior architectural components.

Encapsulation refers to the processes that make lead paint inaccessible, by covering or sealing lead painted surfaces. If the lead paint is peeling or deteriorating then some wet scraping and/or wet sanding is necessary prior to encapsulation. The following are some types of rigid encapsulation materials: gypsum dry wall, fiberglass, wool and vinyl siding. Seams must be sealed to prevent the escape of lead dust. Liquid and cementitious encapsulants must be listed on the DPH registry of Authorized Encapsulant Products, to be considered for use.

The following cannot be used as encapsulants:

- A new coat of paint or primer
- Wall paper coverings
- Contact paper

Any area that is to be abated must be properly contained with materials such as 6 mil polyethylene sheeting to prevent further contamination of the dwelling or environment and to facilitate post abatement cleanup.

G. Dates of Abatement Project

Estimated start date: July 1, 2014

Estimated completion date: September 1, 2014

Note: Written notice shall be given to the local health department at least five days prior to actual starting date.

H. Notification To Connecticut Historical Commission- if property is over 50 years old

Year Built: 1917 Notification required? Yes No

Address of Ct Historical Commission:

CT Commission of Culture and Tourism and Historic Preservation
1 Constitution Plaza, Second Floor
Hartford, CT 06103
1-860-256-2800

Date filed- May 2014- Response received Yes No

I. Notification procedure

Written notice will be given to the residents five working days prior to start date.
The notice shall:

- Inform the residents of their rights and responsibilities per the statutes and regulations
- Inform residents which surfaces or soil areas will be abated.

Additionally, warning signs shall be posted at all entrances to and exits from the abatement area, prior to abatement.

J. Containment of Work Area (Interior and Exterior)

Movable objects belonging to residents must be removed from the abatement area. The belongings should be stored in an easily accessible location.

Cover and seal all non-work surfaces with 6 mil polyethylene as follows;

- a) non-movable objects
- b) air systems heating, ventilation, and air conditioning
- c) entrance to abatement areas
- d) floors
- e) exterior grounds and surfaces (use 6 mil polyethylene sheeting to prevent release of lead into the environment)

Note: The contractor and/or owner is responsible for using the best available engineering controls to reduce the potential for emissions to the exterior of an abatement area. Engineering controls may include but not limited to, proper containment and control of the abatement area, provision of negative pressure within containment area, use of wet scraping/wet sanding methods and use of vacuum HEPA attached power tools.

Describe proposed engineering controls:

Polyethylene to cover ground when any exterior work is to be done.

K. Cleaning After Lead- Based Paint Abatement (Prior to Clearance Testing)

Procedure: 1. Wet clean

- ☒ 2. Carefully remove the polyethylene covering.
- ☒ 3. Use a COMMERCIAL HEPA vacuum and wash with TSP or other effective non-TSP cleaner.
- ☒ 4. After 24 hours from the time active abatement has ceased, HEPA vac again, rewash with TSP or other effective non-TSP cleaner and HEPA vac again.

L. Waste Disposal (Hazardous)

A. Materials associated with the abatement shall be disposed of as hazardous waste with a TCLP reading ≥ 5 mg/l. The contractor shall obtain a small quantity hazardous waste generator ID number from the State of CT DEP for the site if hazardous waste exceeds 100 kilograms per month. Materials associated with this abatement include:

- Any lead containing or lead based paint debris
- Wood painted with lead based paint
- Stripped paint or paint chips
- Painted wall or ceiling plaster
- Painted concrete debris

B. Disposal of all hazardous waste shall comply with the requirements of Resource Conservation and Recovery Act (RCRA).

C. Contractor can wipe clean polyethylene sheeting and dispose of it as construction debris.

D. Dumpsters containing hazardous waste are to be kept covered and locked when not in active use for lading of materials.

E. All containers of hazardous lead bearing material shall carry the following label in accordance with 29 CFR 1926.62.

HAZARDOUS LEAD WASTE

Federal Law prohibits improper disposal.
If found, contact the nearest police or public safety authority,
or the U.S. Environmental Protection Agency

Generator Information:

Facility Name:

Facility Address:

Facility Phone Number:

EPA ID / Manifest Document # _____

Accumulation Start Date: _____

EAP Waste # _____

HAZARDOUS WASTE SOLID NUMBERS

ORM-E NA 9189 D008

HANDLE WITH CARE

Any questions regarding hazardous waste issues should be directed to:

State of CT- Dept of Environmental Protection, Waste Management Bureau, 79
Elm Street, Hartford, CT 06106-5127 ,1- 860-424-3023

M. Worker Protection

Note: Workers must use proper personal protective equipment per the OSHA
Lead in Construction Standard (29CFR 1926.62) and state regulation. Full body
covering (suits) with hood and shoe covering attached should be used to prevent
lead dust contamination. Disposable coveralls that are used one time, provide
effective protection. Indicate the level of protection that is to be provided:

Body Covering

Disposable

Head Covering hat

Disposable

Hand covering

Disposable

Shoe Covering

Disposable

Respirator w/HEPA Filter

Type of respirator _____

Note: Neither smoking, eating, or drinking nor the application of cosmetic lip balm, is permitted within the work area. Use of personal clothing and foot wear is not permitted during abatement activities.

Indicate available washing facilities. Hand washing Showers

Bathroom sink water is available for handwashing; do not use kitchen sink for cleanup.

N. Clearance Testing

Prior to reoccupancy, a visual inspection of abatement areas is required and dust samples shall be collected and analyzed from floors and window sills in each area where abatement has occurred.

Visual inspection and sampling to be performed by a certified lead risk assessor.

Maureen Monaco , IR #1172
Gilbertco Lead Inspections LLC , CC # 270
287 Main Street, Ansonia, Ct 06401
1-800-959-2985 or

Facilities Support Services LLC
2685 State Street
Hamden, Connecticut 06517
1-203-288-1281

Sampling to include window sill, window well, and floor to be sampled in each room where abatement work has taken place. Minimally, one floor outside work area.

- Visual Inspection to be performed by an authorized code enforcement official of the Bridgeport Health Department once reoccupancy criteria has been met.

O. Soil Abatement-

1. For soil lead levels between 400 ppm and 5000 ppm

Plant grass or shrubbery to reduce exposure to bare soil.

Permanent barrier; examples asphalt or cement

Cover three to six inches with gravel or mulch-

Restrict access-

Excavate, remove and replace contaminated soil. Specify depth____.

Relocate play equipment

2. For soil lead levels over 5000 ppm

Excavate and disposal top two inches

Rototill soil

Cover area with lead free soil, mulch, stone, asphalt or other acceptable covering

Abatement Plan for 70 Kent Ave., First Floor, Bridgeport, Ct

Room #	Room Name	Component	Count	Abatement Method	Comments
2	Kitchen	Window sash/well/jamb	2	Remove and replace: Architectural replacement components shall conform with all contract requirements and specifications	Product Submittal shall conform with requirement of Section 01 33 00- Submittal Procedures
3	Bath	Window sash/well/jamb	1	Remove and replace: Architectural replacement components shall conform with all contract requirements and specifications	Product Submittal shall conform with requirement of Section 01 33 00- Submittal Procedures
4	Rear Bedroom	Window well/sash/jamb	2	Remove and replace: Architectural replacement components shall conform with all contract requirements and specifications	Product Submittal shall conform with requirement of Section 01 33 00- Submittal Procedures
5	Middle Bedroom	Window well/sash/jamb	3	Remove and replace: Architectural replacement components shall conform with all contract requirements and specifications	Product Submittal shall conform with requirement of Section 01 33 00- Submittal Procedures
6	Front Room	Window well//sash/jamb	3	Remove and replace: Architectural replacement components shall conform with all contract requirements and specifications	Product Submittal shall conform with requirement of Section 01 33 00- Submittal Procedures
11	Exterior	Basement windows	5	LENCAP	Contractor responsible for performing x test and patch test to insure

Abatement Plan for 70 Kent Ave., First Floor, Bridgeport, Ct

					substrate worthiness
11	Exterior	Front Door Jamb		LENCAP (nonfriction surface)	Contractor responsible for performing x test and patch test to insure substrate worthiness
11	Exterior	Rear Masonry Porch Wall		LENCAP	Contractor responsible for performing x test and patch test to insure substrate worthiness

SECTION 06 40 00

ARCHITECTURAL WOODWORK

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Cabinetry and Cabinetry Hardware.
- B. Wood Paneling.
- C. Exterior and Interior Wood Trim and Casing.
- D. Related Accessories.

1.2 REFERENCES

- A. Minimum standards for work in this Section shall be in conformity with the Architectural Woodwork Standards, latest edition, published jointly by the Architectural Woodwork Institute and the Woodwork Institute (AWI).
- B. American National Standards Institute (ANSI/ASSE).
- C. ASTM International (ASTM).
- D. Occupational Safety and Health Administration (OSHA).
- E. Underwriters Laboratories (UL).

1.3 SUBMITTALS

- A. Product Data: For each type of factory-fabricated product.

1.4 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials only when the project is ready for installation and the general contractor has provided a clean storage area.
 - 1. Delivery of architectural millwork shall be made only when the area of operation is enclosed, all plaster and concrete work is dry and the area broom clean.
 - 2. Maintain indoor temperature and humidity within the range recommended by the Architectural Woodwork Standards for the location of the project.

1.5 WARRANTY

- A. Standard Manufacturers warranty for each type of factory-fabricated product.

PART 2 PRODUCTS

2.1 WOOD PRODUCTS, GENERAL

- A. Lumber shall be sound, kiln dried, and in accordance with the Architectural Woodwork

Standards requirements for its use and the Grade specified.

- B. Shall be lumber or sheet products of the species and Grade to match existing materials.
- C. Shall conform in finish width, thickness, and profile of lumber to match existing materials.
- D. Particleboard, MDF, and Plywood shall meet the requirements of the AWS for the Grade specified and their intended.
- E. Veneered components shall be in accordance with the Architectural Woodwork Standards requirements for the Grade specified use.
- F. Adhesives shall meet the requirements of the Architectural Woodwork Standards for its intended use.

2.2 CABINetry

- A. Cabinetry components to match existing, including the following:
 - 1. Shelving configuration.
 - 2. Drawer configuration.
 - 3. Trims, moldings, toe kicks and end panel configuration.
- B. Countertops to match existing, including the following:
 - 1. Cut-out configurations.
 - 2. Backsplash.
 - 3. Plywood substrates.
 - 4. Counter supports.
- C. Cabinetry hardware to match existing, including the following:
 - 1. Pulls.
 - 2. Drawer guides.
 - 3. Hinges.
 - 4. Door catches.
 - 5. Shelf supports.
- D. Plastic Laminates shall meet the requirements of the Architectural Woodwork Standards for its intended use.
- E. All finishes/colors of cabinetry and countertops to match existing.

2.3 EXTERIOR TRIM

- A. Waterproof Type I adhesive is required.
- B. Sheet products shall be of exterior type.
- C. Nails and screws shall be corrosion-resistant.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify the adequacy and proper location of any required backing or support framing.

3.2 INSTALLATION

- A. All work shall be secured in place, square, plumb, and level.
- B. All work abutting other building components shall be properly scribed.
- C. Mechanical fasteners used at exposed and semi-exposed surfaces, excluding installation attachment screws and those securing cabinets end to end, shall be countersunk.
- D. All nicks, chips and scratches shall be sanded out, filled and re-touched. Damaged items which cannot be repaired shall be replaced.

END OF SECTION

SECTION 07 31 00

ASPHALT ROOF SHINGLES

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Asphalt Roofing Shingles.
- B. Leak Barrier and Moisture Shedding Roof Deck Protection.
- C. Metal Flashing Associated with Shingle Roofing.
- D. Related Accessories.

1.2 REFERENCES

- A. American National Standards Institute (ANSI/ASSE).
- B. Asphalt Roofing Manufacturers Association (ARMA).
- C. American Society of Civil Engineers (ASCE).
- D. ASTM International (ASTM).
- E. National Roofing Contractors Association (NRCA).
- F. Occupational Safety and Health Administration (OSHA).
- G. Sheet Metal and Air Conditioning Contractors' National Association (SMACNA).
- H. Underwriters Laboratories (UL).
- I. U.S. Green Building Council (USGBC).

1.3 SUBMITTALS

- A. Submit under provisions of Section 01 33 00.
- B. Manufacturer's data sheets on each product to be used, including:
 - 1. Material descriptions, dimensions, and profiles.
 - 2. Preparation instructions and recommendations.
 - 3. Storage and handling requirements and recommendations.
 - 4. Installation methods.
- C. Submit Material Safety Data Sheets (MSDS) prior to commencement of work for review and for filing at job site as required.
- D. Selection Samples: Two complete sets of color cards representing manufacturer's full range of available colors and patterns.

1.4 QUALITY ASSURANCE

- A. Installer Minimum Qualifications:
 - 1. Installer shall be classified as an Authorized contractor as defined and certified by manufacturer.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Store products in manufacturer's unopened labeled packaging until ready for installation.
- B. Store products in a covered, ventilated area, at temperature not more than 110 degrees F (43 degrees C); do not store near steam pipes, radiators, or in sunlight.
- C. Store bundles on flat surface to maximum height recommended by manufacturer; store rolls on end.
- D. Store and dispose of solvent-based materials, in accordance with requirements of local authorities having jurisdiction.

1.6 WEATHER CONDITIONS

- A. Proceed with work only when existing and forecasted weather conditions will permit work to be performed in accordance with manufacturer recommendations.

1.7 WARRANTY

- A. Provide Manufacturer's standard warranty.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Acceptable Manufacturers: Subject to compliance with requirements, available manufactures offering products that may incorporated into the Work include the following:
 - 1. Atlas Roofing Corporation.
 - 2. CertainTeed Corporation.
 - 3. GAF.
 - 4. Owens Corning.
 - 5. PABCO Roofing Products.
- B. Substitutions: or approved equal.
- C. Requests for substitutions will be considered in accordance with Section 01 33 00.
 - 1. When submitting request for substitution, provide complete product data and sample warranty specified above under submittals, for each substitute product.

2.2 ASPHALT SHINGLES

- A. Style: 3 Tab asphalt shingle or match existing.
 - 1. Shingle Thickness: Match existing.
 - 2. Color: Match existing or selected by Owner.
 - 3. Warranty: Match original warranty of existing materials.

2.3 HIP AND RIDGE SHINGLES

- A. Hip and ridge cap shingle field fabricated from the same color and type of field shingle.

2.4 STARTER STRIP

- A. Self sealing starter shingle designed for all roof shingles.

2.5 UNDERLAYMENT

- A. #15 Roofing Underlayment: Water repellent breather type cellulose fiber building paper. Meets or exceeds the requirements of ASTM D 4869 Type I.
- B. Plywood Sheathing; replacement and/or repair of existing sheathing as required during course of construction.

2.6 ACCESSORY PRODUCTS

- A. Fasteners
 - 1. Standard round wire shingle type, zinc-coated steel or aluminum; 10 to 12 gauge (3.416 mm to 2.657 mm for steel) (2.588 mm to 2.052 mm for aluminum), barbed or deformed shank, with heads 3/8 inch (9.5 mm) to 7/16 inch (11 mm) in diameter; length sufficient to penetrate at least 3/4 inch (19 mm) into solid wood or just through plywood or oriented strand board.
- B. Roofing Cement:
 - 1. Asphalt Roofing Cement: ASTM D 4586, Type II, asbestos free.
- C. Metal Flashing:
 - 1. 16 oz/sq ft (0.56 mm) copper sheet, complying with ASTM B 370.
 - 2. 0.032 inch (0.8 mm) aluminum sheet, complying with ASTM B 209.
 - 3. Use metal flashings at:
 - a. Eave edges: Match existing materials.
 - b. Rake edges: Match existing materials.
 - c. Step flashing at chimneys, side walls and dormers: Match existing materials.
 - d. Valleys: Match existing materials.
- D. Metal Flashing:
 - 1. Fabricate sheet metal flashing and trim to comply with recommendations in SMACNA's "Architectural Sheet Metal Manual" that apply to design, dimensions metal, and other characteristics of the item.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Do not begin installation until roof deck has been properly prepared.

3.2 REMOVAL OF EXISTING ROOFING

- A. Remove all existing roofing down to the roof deck.

- B. Verify that deck is dry, sound, clean and smooth, free of depressions, waves and projections.
- C. Cover with sheet metal all holes over 1 inch (25 mm) diameter, cracks over 1/2 inch (12 mm) in width, loose knots and excessively resinous areas.
- D. Replace damaged deck with new materials.
- E. Clean deck surfaces thoroughly prior to installation of eaves protection membrane and underlayment

3.3 PREPARATION

- A. Clean deck surfaces thoroughly prior to installation of leak barrier and roof deck protection.
- B. At areas to receive leak barrier, fill knot holes and cracks with latex filler.

3.4 INSTALLATION OF UNDERLAYMENT

- A. Install using methods recommended by manufacturer in accordance with local building code. When local codes and application instructions are in conflict, the more stringent requirements shall take precedence.
- B. Eaves:
 - 1. Place eave edge metal flashing tight with fascia boards; lap joints 2 inches (50 mm) and seal with plastic cement; nail at top of flange.
 - 2. Install leak barrier up the slope from eave edge to 36 inches from the edge or at least 24 inches (610 mm) beyond the interior face of the warm exterior wall, whichever is greater; lap ends 6 inches (150 mm) and bond.
- C. Valleys:
 - 1. Install leak barrier at least 36 inches wide centered on valley; lap ends 6 inches (150 mm) and seal.
 - 2. Where valleys are indicated to be "open valleys", install metal flashing over leak barrier before roof deck protection is installed; **DO NOT NAIL THROUGH** metal flashing; secure by nailing at 18 inches (457 mm) on center just beyond edge of flashing so that nail heads hold down edge.
- D. Hip and Ridge:
 - 1. Install leak barrier along entire lengths. If ridge vents are to be installed, position the leak barrier so that the ridge slots will not be covered.
- E. Penetrations:
 - 1. At vent pipes, install a 24 inch (610 mm) square piece of leak barrier lapping over roof deck protection; seal tightly to pipe.
 - 2. At vertical walls, install leak barrier extending at least 6 inches (150 mm) up the wall and 12 inches (305 mm) on to the roof surface lapping over roof deck protection.
 - 3. At skylights and roof hatches, install leak barrier up the sides of the frame and 12 inches (305 mm) on to the roof surface on all sides, lapping over roof deck protection.
 - 4. At chimneys, install leak barrier around entire chimney extending at least 6 inches (152 mm) up the wall and 12 inches (305 mm) on to the roof surface lapping over roof deck protection.

5. At rake edges, install metal edge flashing over leak barrier and roof deck protection; set tight to rake boards; lap joints at least 2 inches (50 mm) and seal with plastic cement; secure with nails.
6. At hips and ridges, install leak barrier along entire lengths. If ridge vents are to be installed, position the leak barrier so that the ridge slots are not covered.

3.5 INSTALLATION OF SHINGLES

- A. Install in accordance with manufacturer's instructions and requirements of local building code.
 1. Avoid breakage of shingles by avoiding dropping bundles on edge, by separating shingles carefully (not by "breaking" over ridge or bundles), and by taking extra precautions in temperatures below 40 degrees F (4 degrees C).
 2. Handle carefully in hot weather to avoid damaging shingle edges.
 3. Secure with 4 to 6 nails per shingle; use number of nails required by manufacturer or by code, whichever is greater. Nails must be long enough to penetrate through plywood or OSB, or 3/4 inch (19 mm) into dimensional lumber.
- B. Install hip, ridge, and valley shingles as required by the manufacturer.
 1. At ridges, install hip and ridge shingles over ridge or ridge vent material.
- C. All penetrations are to be flashed according to manufacturer, ARMA and NRCA application instructions and construction details.
- D. For skylights, consult the manufacturer of the skylight or roof hatch for specific installation recommendations. Skylights and roof hatches shall be installed with pre-fabricated metal flashings specifically designed for the application of the unit.

END OF SECTION

SECTION 07 92 00

JOINT SEALANTS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Silicone Joint Sealants.
- B. Urethane Joint Sealants.
- C. Latex Joint Sealants.
- D. Related Accessories.

1.2 REFERENCES

- A. American National Standards Institute (ANSI/ASSE).
- B. ASTM International (ASTM).
- C. Occupational Safety and Health Administration (OSHA).
- D. Underwriters Laboratories (UL).

1.3 SUBMITTALS

- A. Submit under provisions of Section 01 33 00.
- B. Manufacturer's data sheets on each product to be used, including:
 - 1. Material descriptions, dimensions, and profiles.
 - 2. Preparation instructions and recommendations.
 - 3. Storage and handling requirements and recommendations.
 - 4. Installation methods.
- C. Submit Material Safety Data Sheets (MSDS) prior to commencement of work for review and for filing at job site as required.

1.4 DELIVERY, STORAGE, AND HANDLING

- A. Store products in manufacturer's unopened packaging until ready for installation.

1.5 WARRANTY

- A. Provide Manufacturer's standard warranty.

PART 2 PRODUCTS

2.1 SILICONE JOINT SEALANTS

- A. Acceptable Manufacturers: Subject to compliance with requirements, available

manufactures offering products that may incorporated into the Work include the following:

1. BASF Building Systems.
 2. Dow Corning Corporation.
 3. GE Advanced Materials - Silicones.
 4. May National Associates, Inc.
 5. Pecora Corporation.
 6. Polymeric Systems, Inc.
 7. Schnee-Morehead, Inc.
 8. Sika Corporation; Construction Products Division.
 9. Tremco Incorporated.
- B. Type: Single component (S).
- C. Grade: Pourable (P).
- D. Class: 100/50.
- E. Uses Related to Exposure: Traffic (T) and Nontraffic (NT).

2.2 URETHANE JOINT SEALANTS

- A. Acceptable Manufacturers: Subject to compliance with requirements, available manufactures offering products that may incorporated into the Work include the following:
1. BASF Building Systems.
 2. Bostik, Inc.
 3. Lymtal. International. Inc.
 4. May National Associates, Inc.
 5. Pacific Polymers International. Inc.
 6. Pecora Corporation.
 7. Polymeric Systems, Inc.
 8. Schnee-Morehead, Inc.
 9. Sika Corporation; Construction Products Division.
 10. Tremco Incorporated.
- B. Type: Single component (S).
- C. Grade: Pourable (P).
- D. Class: 100/50.
- E. Uses Related to Exposure: Traffic (T) and Nontraffic (NT).

2.3 LATEX JOINT SEALANTS

- A. Acceptable Manufacturers: Subject to compliance with requirements, available manufactures offering products that may incorporated into the Work include the following:
1. BASF Building Systems.
 2. Bostik, Inc.
 3. May National Associates, Inc.
 4. Pecora Corporation.
 5. Schnee-Morehead, Inc.

6. Tremco Incorporated.

B. Latex: Acrylic latex or siliconized acrylic latex.

2.4 MISCELLANEOUS MATERIALS

A. Primer: Material recommended by joint-sealant manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from preconstruction joint-sealant-substrate tests and field tests.

B. Cleaners for Nonporous Surfaces: Chemical cleaners acceptable to manufacturers of sealants and sealant backing materials.

C. Masking Tape: Nonstaining, nonabsorbent material compatible with joint sealants and surfaces adjacent to joints.

PART 1 EXECUTION

1.1 PREPERATION

A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants to comply with joint-sealant manufacturer's written instructions.

1. Clean nonporous joint substrate surfaces with chemical cleaners or other means that do not stain, harm substrates, or leave residues capable of interfering with adhesion of joint sealants.

B. Joint Priming: Prime joint substrates where recommended by joint-sealant manufacturer or as indicated by preconstruction joint-sealant-substrate tests or prior experience. Apply primer to comply with joint-sealant manufacturer's written instructions. Confine primers to areas of joint-sealant bond; do not allow spillage or migration onto adjoining surfaces.

C. Masking Tape: Use masking tape where required to prevent contact of sealant or primer with adjoining surfaces that otherwise would be permanently stained or damaged by such contact or by cleaning methods required to remove sealant smears. Remove tape immediately after tooling without disturbing joint seal.

1.1 INSTALLATION

A. Install sealant types compatible with adjacent surfaces, materials, and finishes to which sealant may come in contact with.

B. Install sealant backings of kind indicated to support sealants during application and at position required to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.

1. Do not leave gaps between ends of sealant backings.

2. Do not stretch, twist, puncture, or tear sealant backings.

3. Remove absorbent sealant backings that have become wet before sealant application and replace them with dry materials.

C. Install bond-breaker tape behind sealants where sealant backings are not used between sealants and backs of joints.

- D. Install sealants using proven techniques that comply with the following and at the same time backings are installed:
1. Place sealants so they directly contact and fully wet joint substrates.
 2. Completely fill recesses in each joint configuration.
 3. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.
- E. Tooling of Nonsag Sealants: Immediately after sealant application and before skinning or curing begins, tool sealants according to requirements specified in subparagraphs below to form smooth, uniform beads of configuration indicated; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint:
1. Remove excess sealant from surfaces adjacent to joints.
 2. Use tooling agents that are approved in writing by sealant manufacturer and that do not discolor sealants or adjacent surfaces.
- F. Clean off excess sealant or sealant smears adjacent to joints as the Work progresses by methods and with cleaning materials approved in writing by manufacturers of joint sealants and of products in which joints occur.

END OF SECTION

SECTION 08 10 00

DOORS AND FRAMES

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Exterior Door Units.
- B. Interior Door Units.
- C. Door Hardware.
- D. Related Accessories.

1.2 REFERENCES

- A. American National Standards Institute (ANSI/ASSE).
- B. ASTM International (ASTM).
- C. Insulating Glass Certification Council (IGCC).
- D. Occupational Safety and Health Administration (OSHA).
- E. Underwriters Laboratories (UL).
- F. Window and Door Manufacturers of America (WDMA).

1.3 SUBMITTALS

- A. Submit under provisions of Section 01 33 00.
- B. Manufacturer's data sheets on each product to be used, including:
 - 1. Material descriptions, dimensions, and profiles.
 - 2. Preparation instructions and recommendations.
 - 3. Storage and handling requirements and recommendations.
 - 4. Installation methods.
- C. Hardware Selection: Submit complete descriptive literature, including finishes, for each type of new door hardware and accessory.
- A. Operation and Maintenance Data: Include methods for maintaining installed products and precautions against cleaning materials and methods detrimental to finishes and performance.

1.2 DELIVERY, STORAGE, AND HANDLING

- A. Deliver doors, materials and components in Manufacturer's original, unopened, undamaged containers with identification labels intact.

- B. Store door units as recommended by Manufacturer.

1.3 WARRANTY

- A. Provide Manufacturer's standard warranty.

PART 2 PRODUCTS

1.4 MANUFACTURERS

- A. Acceptable Manufacturers: Subject to compliance with requirements, available manufactures offering products that may incorporated into the Work include the following:
 - 1. Andersen Corporation.
 - 2. JELD-WEN, inc.
 - 3. Marvin Windows and Doors.
 - 4. Masonite International Corporation.
 - 5. Pella Corporation.
- B. Substitutions: or equal.
- C. Requests for substitutions will be considered in accordance with Section 01 33 00.
 - 1. When submitting request for substitution, provide complete product data and MSDS sheet for each substitute product.

2.1 EXTERIOR DOOR UNITS

- A. Faces: Match existing materials.
- B. Door edges: Match existing materials.
- C. Door bottom edge: Match existing materials.
- D. Core: Match existing materials.
- E. Factory-glazed: Match existing materials.
- F. Gasketing, weatherstripping: Match existing materials.
- G. Hinges, strikes: Match existing materials.
- H. Frames: Match existing materials.
- I. Sill: Match existing materials.
- J. Hardware: For each exterior door, provide the same hardware as existing including, but not limited to, locksets, lever handles, and trims matching the finishes as existing materials.

2.2 INTERIOR DOOR UNITS

- A. Faces: Match existing materials.
- B. Door edges: Match existing materials.

- C. Door bottom edge: Match existing materials.
- D. Core: Match existing materials.
- E. Hinges, strikes: Match existing materials.
- F. Frames: Match existing materials.
- G. Sill: Match existing materials.
- H. Hardware: For each interior door, provide the same hardware as existing including, but not limited to, locksets, lever handles, and trims matching the finishes as existing materials.

PART 3 EXECUTION

3.1 PREPERATION

- A. Inspect rough opening for compliance with door manufacturer recommendations. Verify rough opening conditions are within recommended tolerances.

3.2 INSTALLATION

- A. Install door unit assembly per Manufacturer's instructions.
 - 1. Shim jambs straight. Inspect jamb for square, level and plumb.
 - 2. Fasten jamb to studs.
 - 3. Structurally secure sill.
 - 4. Apply sealant to interior side of jamb between outside of jamb and stud to seal gaps.
 - 5. Install hardware.
 - 6. Install interior and exterior trim.
 - 7. Set all nails below surface and fill holes with wood matched putty stick.
 - 8. Install weatherstrip wedges.
- B. Weatherproofing: Apply in accordance with manufacturer's recommendations.

END OF SECTION

SECTION 09 26 00

GYPSUM BOARD ASSEMBLIES

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Gypsum Board and Joint Treatments.
- B. Mold and Mildew Resistant Gypsum Board.
- C. Related Accessories.

1.2 REFERENCES

- A. American National Standards Institute (ANSI/ASSE).
- B. ASTM International (ASTM).
- C. Gypsum Association (GA).
- D. Occupational Safety and Health Administration (OSHA).
- E. Underwriters Laboratories (UL).

1.3 SUBMITTALS

- A. Submit under provisions of Section 01 33 00.
- B. Product Data: Manufacturer's data sheets on each product to be used, including:
 - 1. Preparation instructions and recommendations.
 - 2. Storage and handling requirements and recommendations.
 - 3. Installation methods.
- C. Submit Material Safety Data Sheets (MSDS) prior to commencement of work for review and for filing at job site as required.
- D. Manufacturer's Certificates: Certify products meet or exceed specified requirements.

1.4 DELIVERY, STORAGE, AND HANDLING

- A. Store materials inside under cover and keep them dry and protected against weather, condensation, direct sunlight, construction traffic, and other potential causes of damage. Stack panels flat and supported on risers on a flat platform to prevent sagging.
- B. Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by manufacturer for optimum results. Do not install products under environmental conditions outside manufacturer's absolute limits.
- C. Do not install panels that are wet, those that are moisture damaged, and those that are mold damaged.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Acceptable Manufacturers: Subject to compliance with requirements, available manufactures offering products that may incorporated into the Work include the following:
 - 1. American Gypsum.
 - 2. CertainTeed Gypsum, Inc.
 - 3. Georgia-Pacific Gypsum
 - 4. National Gypsum Co.
 - 5. Pabco Gypsum, Inc.
 - 6. USG Corporation.
- B. Substitutions: or equal.
- C. Requests for substitutions will be considered in accordance with Section 01 33 00.
 - 1. When submitting request for substitution, provide complete product data and MSDS sheet for each substitute product.

2.2 GYPSUM PRODUCTS, GENERAL

- A. Size: Provide maximum lengths and widths available that will minimize joints in each area that correspond with the support system indicated.
- B. Recycled Content: Provide gypsum panel products with recycled content such that post consumer recycled content plus one-half of pre-consumer recycled content constitutes a minimum 50 percent by weight.

2.3 INTERIOR GYPSUM MATERIALS

- A. Regular Gypsum Board: Gypsum core panel surfaced with paper on front and back edges and complying with ASTM C 1396 and ASTM C 36.
 - 1. Thickness: 1/2 inch (12.7 mm), unless otherwise indicated.
 - 2. Width: 48 inches (1219 mm).
 - 3. Length: Use longest length available, avoiding unnecessary joints.
 - 4. Edges: Use square, rounded tapered, or tapered per required application.
- B. Regular Mold Resistant Gypsum Board: Gypsum core panel enhanced with moisture-resistant wax emulsion and chemically treated to resist mold and mildew in the core and surfaced with mold and mildew resistant paper on front, back and long edges and complying with ASTM C 1396 Section 7 and ASTM C 630.
 - 1. Thickness: 1/2 inch (12.7 mm), unless otherwise indicated.
 - 2. Width: 48 inches (1219 mm).
 - 3. Length: Use longest length available, avoiding unnecessary joints.
 - 4. Edges: Use square, rounded tapered, or tapered per required application.
 - 5. Mold and Mildew Resistance: Panel score of 10 when tested in accordance with ASTM D 3273.

2.4 GYPSUM JOINT TREATMENT AND FINISH PRODUCTS

- A. Joint Treatment Tape: Complying with ASTM C 475 and GA-216.

- B. Joint Compound: Vinyl type pre-mixed compound; complying with ASTM C 475.
- C. Joint Compound: Level Five vinyl type pre-mixed compound; off-white color or tinted gray color; complying with ASTM C 475 and fulfilling ASTM C 840; designed for joint finishing of Level Five gypsum board.

2.5 ACCESSORY MATERIALS

- A. General: Provide auxiliary materials that comply with referenced installation standards and manufacturer's written recommendations.
- B. Corner Bead: Formed galvanized steel angle, min. base steel 0.014 in. thick, and complying with ASTM C 1047.
- C. Casing Bead: Formed galvanized steel or vinyl trim, matching existing application and complying with ASTM C 1047, type(s) as follows:
 - 1. J-shaped U-bead, for face nailing and finishing with joint treatment.
 - 2. J-shaped U-bead, requiring no finishing.
 - 3. L-shaped, for application over edge and finishing with joint treatment.
- D. Control Joint: Extruded vinyl formed with V-shaped slot covered with removable flexible vinyl strip; complying with ASTM C 1047.
- E. Control Joint: Bent zinc sheet formed with V-shaped slot, covered with plastic tape, with perforated flanges; complying with ASTM C 1047.
- F. Screws: ASTM C 954 or ASTM C 1002 or both with heads, threads, points, and finish as recommended by panel manufacturer.
- G. Nails: ASTM C 514 with heads, lengths, configurations, and finish as recommended by panel manufacturer.
- H. Acoustical Sealant: Nondrying, nonhardening, nonskinning, nonstaining, nonbleeding, gunnable type as recommended by panel manufacturer.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.

3.2 INSTALLATION

- A. Application: Apply and maintain conditions during installation in accordance with GA-216 and GA-238 and as follows:
 - 1. Keep gypsum board dry throughout application.
 - 2. Do not use gypsum board that has visible mold growth.
 - 3. Apply gypsum board on walls with a minimum 1/4 inch (6.4 mm) gap between the gypsum board and the floor.
 - 4. Do not apply gypsum board over other building materials where conditions exist that are favorable to mold growth.

5. Maintain a sound weather-tight building envelope including, such elements as the roof, sealants, windows, etc.
 6. Immediate and appropriate remediation measures must be taken as soon as water leaks or condensation sources are identified.
 7. If gypsum board is damaged by water, assess the need for replacement in accordance with GA-231.
- B. Install accordance with GA 216 and the following:
1. Gypsum Sheathing Board: ASTM C 1280 and GA-253.
 2. Gypsum Board and Joint Treatment: ASTM C 840 and GA-214.
 3. Gypsum panel manufacturer's published recommendations.
- C. Finishing: Tape, fill, sand and finish joints in accordance with ASTM C 840 and GA-214.
1. Level 2: Water resistant gypsum backing board indicated to receive tile.
 2. Level 4: Gypsum board indicated to receive light textured coatings and light-grade wall coverings.
 3. Level 5: All other gypsum board.

END OF SECTION

SECTION 09 64 00

WOOD FLOORING

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Solid Hardwood Flooring.
- B. Engineered Hardwood Flooring.
- C. Flooring Underlayment.
- D. Related Accessories.

1.2 REFERENCES

- A. Minimum standards for work in this Section shall be in conformity with the National Wood Flooring Association Installation Guidelines, latest edition (NWFA).
- B. American National Standards Institute (ANSI/ASSE).
- C. ASTM International (ASTM).
- D. Occupational Safety and Health Administration (OSHA).
- E. Underwriters Laboratories (UL).

1.3 SUBMITTALS

- A. Submit under provisions of Section 01 33 00.
- B. Manufacturer's data sheets on each product to be used, including:
 - 1. Material descriptions, dimensions, and profiles.
 - 2. Preparation instructions and recommendations.
 - 3. Storage and handling requirements and recommendations.
 - 4. Installation methods.
- C. Submit Material Safety Data Sheets (MSDS) prior to commencement of work for review and for filing at job site as required.
- D. Selection Samples: Submit a complete set of floor profiles that represent the full range of manufacturer's products, colors and finish available.

1.4 DELIVERY, STORAGE, AND HANDLING

- A. Store Products in a fully enclosed, ventilated, clean and dry storage space, located in areas of installation for minimum of 24 hours prior to commencing work.

- B. Environmental Requirements:
 - 1. Do not install Products until wet construction work is completed and ambient air at installation space has moisture content stabilized.
 - 2. Maintain room temperature at 65 degrees F and 35 to 55 percent relative humidity for 3 to 5 days prior to delivery of materials, during installation, and after installation.
 - 3. Maintain minimum temperature of 65 degrees], and maintain relative humidity between 40 and 50% within area of installation until final acceptance.

1.5 WARRANTY

- A. Standard Manufacturers warranty for each type of factory-fabricated product.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. MANUFACTURERS: Subject to compliance with requirements, available manufactures offering products that may incorporated into the Work include the following:
 - 1. Anderson Hardwood Floors.
 - 2. Armstrong World Industries.
 - 3. Millstead Wood Flooring.
 - 4. Mohawk Industries.
 - 5. USFloors Inc.
- B. Substitutions: or equal.
- C. Requests for substitutions will be considered in accordance with Section 01 33 00.
 - 1. When submitting request for substitution, provide complete product data and MSDS sheet for each substitute product.

2.2 FLOORING MATERIALS, GENERAL

- A. Hardwood shall meet grading requirements of NOFMA and NWFA. Provide species and grade stamp on underside of each piece of flooring.

2.3 SOLID HARDWOOD FLOORING

- A. Species: Match existing materials.
- B. Grade: Match existing materials.
- C. Finish:
 - 1. Factory Finish: Match existing, as approved by Owner.
 - 2. Field Finish: Match existing color and coats, as approved by Owner.
- D. Thickness: Match existing materials.
- E. Board Width: Match existing materials.
- F. Edging: Match existing materials.

2.4 ENGINEERED HARDWOOD FLOORING

- A. Species: Match existing materials.
- B. Grade: Match existing materials.
- C. Finish:
 - 1. Factory Finish: Match existing, as approved by Owner.
 - 2. Field Finish: Match existing color and coats, as approved by Owner.
- D. Thickness: Match existing materials.
- E. Board Width: Match existing materials.
- F. Edging: Match existing materials.

2.5 GLUELESS ENGINEERED HARDWOOD FLOORING

- A. Species: Match existing materials.
- B. Grade: Match existing materials.
- C. Finish:
 - 1. Factory Finish: Match existing, as approved by Owner.
 - 2. Field Finish: Match existing color and coats, as approved by Owner.
- D. Thickness: Match existing materials.
- E. Board Width: Match existing materials.
- F. Edging: Match existing materials.

2.6 ACCESSORIES

- A. Subfloor Filler:
 - 1. Wood putty: Per Manufacturer's specifications, if required.
 - 2. Floor leveling compound: Per Manufacturer's specifications, if required.
- B. Vapor Barrier:
 - 1. Asphalt-saturated #15 felt (tar paper): Per Manufacturer's specifications, if required.
 - 2. Rosin paper: Per Manufacturer's specifications, if required.
- C. Hardwood Trim: Stair Nosing, Reducer, T-molding, Quarter Round, Threshold, Carpet Molding; matching wood species, color and finish to match existing.
- D. Nails: Purpose designed barbed nails for power nailing or as recommended by Manufacturer
- E. Staples: Purpose designed staples for power stapling or as recommended by Manufacturer
- F. Adhesive: As recommended by Manufacturer.

2.7 FLOORING UNDERLAYMENT

- A. Materials:
 - 1. Plywood: Use CDX grade, matching existing thickness.
 - 2. Foam: As required per Manufacturer's requirements, matching existing thickness.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify wood subfloor is properly secured, is smooth and flat, free of oil, grease, dust, and foreign substance. Ensure that all nail heads are set flush with or below surface.
- B. Comply with the manufacturer's instructions, specified industry standards and recommendations for acceptable subfloor conditions.

3.2 INSTALLATION

- A. Prepare subfloor with the manufacturer's instructions, specified industry standards and recommendation.
- B. Lay flooring parallel to walls and perpendicular or at a 45 degree angle to the direction of the floor joists, to a pattern that matches existing or as per Manufacturer requirements.
- C. Set flooring boards flush and tight.
- D. Provide divider/reducer boards at centerline of door openings and where flooring terminates.
- E. Provide expansion space at walls and other interruptions as per Manufacturer requirements.
- F. Protect finished floor from abuse by other trades using heavy Kraft paper or equivalent. Keep traffic out of spaces and areas where flooring is being installed until adhesive has set.
- G. Comply with the manufacturer's instructions, specified industry standards and recommendations for cleaning, traffic, furnishings installation and equipment installation.

END OF SECTION

SECTION 09 90 00

PAINTS AND COATINGS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Interior Paint and Coatings Systems Including Surface Preparation.
- B. Exterior Paint and Coatings Systems Including Surface Preparation.

1.2 REFERENCES

- A. American National Standards Institute (ANSI/ASSE).
- B. ASTM International (ASTM).
- C. Master Painters Institute (MPI)
- D. Occupational Safety and Health Administration (OSHA).
- E. Painting and Decorating Contractors of America (PDCA).
- F. The Society for Protective Coatings (SSPC).
- G. Underwriters Laboratories (UL).

1.3 SUBMITTALS

- A. Product Data: For each paint system indicated, including.
 - 1. Product characteristics.
 - 2. Surface preparation instructions and recommendations.
 - 3. Primer requirements and finish specification.
 - 4. Storage and handling requirements and recommendations.
 - 5. Application methods.
 - 6. Cautions for storage, handling and installation.
- B. Submit Material Safety Data Sheets (MSDS) prior to commencement of work for review and for filing at job site as required.
- C. Selection Samples: Submit a complete set of color chips that represent the full range of manufacturer's products, colors and sheens available.
- D. Coating Maintenance Manual: upon conclusion of the project, the Contractor or paint manufacture/supplier shall furnish a coating maintenance manual. Manual shall include an Area Summary with finish schedule, Area Detail designating where each product/color/finish was used, product data pages, Material Safety Data Sheets, care and cleaning instructions, touch-up procedures, and color samples of each color and finish used.
- E. Field Coating of Vinyl Siding Methods and Procedures:

1. Manufacturer Guarantee: Submit letter from Manufacturer with acceptable product and application methods for coatings used on vinyl siding systems.
2. Quality Assurance Plan: Submit methods and procedure plan for protection of adjacent environmental items, equipment, vehicles, adjacent structures, etc.

1.4 DELIVERY, STORAGE, AND HANDLING

- A. Delivery: Deliver manufacturer's unopened containers to the work site. Packaging shall bear the manufacturer's name, label, and the following list of information.
 1. Product name, and type (description).
 2. Application and use instructions.
 3. Surface preparation.
 4. VOC content.
 5. Environmental handling.
 6. Batch date.
 7. Color number.
- B. Storage: Store and dispose of solvent-based materials, and materials used with solvent-based materials, in accordance with requirements of local authorities having jurisdiction.
- C. Store materials in an area that is within the acceptable temperature range, per manufacturer's instructions. Protect from freezing.

1.5 EXTRA MATERIALS

- A. Furnish Owner with any unused materials. Properly seal canisters and label with finish and finish location for proper Owner storage.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Acceptable Manufacturers: Subject to compliance with requirements, available manufactures offering products that may incorporated into the Work include the following:
 1. BEHR Process Corporation.
 2. Benjamin Moore & Co.
 3. Dunn-Edwards Corporation.
 4. The Sherwin-Williams Company.
- B. Substitutions: or equal.
- C. Requests for substitutions will be considered in accordance with Section 01 60 00.
 1. When submitting request for substitution, provide complete product data and MSDS sheet for each substitute product.

2.2 PAINT MATERIALS - GENERAL

- A. Paints and Coatings.
 1. Unless otherwise indicated, provide factory-mixed coatings. When required, mix coatings to correct consistency in accordance with manufacturer's instructions before application. Do not reduce, thin, or dilute coatings or add materials to coatings unless

- such procedure is specifically described in manufacturer's product instructions.
2. For opaque finishes, tint each coat including primer coat and intermediate coats, one-half shade lighter than succeeding coat, with final finish coat as base color. Or follow manufactures product instructions for optimal color conformance.
- B. Primers: Where the manufacturer offers options on primers for a particular substrate, use primer categorized as "best" by the manufacturer.
 - C. Coating Application Accessories: Provide all primers, sealers, cleaning agents, cleaning cloths, sanding materials, and clean-up materials required, per manufacturer's specifications.
 - D. Application to Materials: Apply paints and coatings manufacturer's specifications for application to Wood, Drywall, Plaster, Metals, etc.
 - E. VOC Content: Provide materials that comply with VOC limits of authorities having jurisdiction.
 - F. Color: Refer to existing finishes or as selected by Owner.

2.3 INTERIOR PAINT SYSTEMS

- A. Interior Painting:
 1. Finish: Gloss, Semi-Gloss, Satin or Flat to match existing. If matching is not required, finish per Manufacturer or industry requirements for interior applications.
 2. Coats: Apply quantity of coats to match existing. If matching is not required, finish per Manufacturer or industry requirements for interior applications.
- B. Interior Primers/Sealers:
 1. Interior primers/sealers to be latex or as per Manufacturer/Industry requirements for interior applications.
- C. Interior Wood Sealers:
 1. Wood primers to be latex or as per Manufacturer/Industry requirements for interior applications.

2.4 EXTERIOR PAINT SYSTEMS

- A. Exterior Painting:
 1. Finish: Gloss, Semi-Gloss, Satin or flat to match existing. If matching is not required, finish per Manufacturer or industry requirements for exterior applications.
 2. Coats: Apply quantity of coats to match existing. If matching is not required, finish per Manufacturer or industry requirements for exterior applications.
- B. Exterior Primers/Sealers:
 1. Water based primers/sealers to be alkali resistant and/or bonding or as per Manufacturer or industry requirements for exterior applications.
- C. Exterior Wood Sealers:
 1. Wood primers to be alkyd and/or latex or as per Manufacturer or industry requirements for exterior applications.

- D. Vinyl Siding:
 - 1. Primers and finishes as per manufacturer or industry requirements for vinyl application.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Do not begin installation until substrates have been properly prepared; notify Architect of unsatisfactory conditions before proceeding. If substrate preparation is the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.
- B. Proceed with work only after conditions have been corrected and approved by all parties, otherwise application of coatings will be considered as an acceptance of surface conditions.
 - 1. Previously Painted Surfaces: Verify that existing painted surfaces do not contain lead based paints, notify Architect immediately if lead based paints are encountered.

3.2 SURFACE PREPARATION

- A. General: Surfaces shall be dry and in sound condition. Remove oil, dust, dirt, loose rust, peeling paint or other contamination to ensure good adhesion.
 - 1. Remove mildew before painting by washing with a solution of 1 part liquid household bleach and 3 parts of warm water. Apply the solution and scrub the mildewed area. Allow the solution to remain on the surface for 10 minutes. Rinse thoroughly with clean water and allow the surface to dry a minimum of 48 hours before painting. Wear protective glasses or goggles, waterproof gloves, and protective clothing. Quickly wash off any of the mixture that comes in contact with your skin. Do not add detergents or ammonia to the bleach/water solution.
 - 2. Remove items including but not limited to thermostats, electrical outlets, switch covers and similar items prior to painting. After completing painting operations in each space or area, reinstall items removed using workers skilled in the trades involved.
 - 3. No exterior painting should be done immediately after a rain, during foggy weather, when rain is predicted, or when the temperature is below 50 degrees F (10 degrees C), unless products are designed specifically for these conditions. On large expanses of metal siding, the air, surface and material temperatures must be 50 degrees F (10 degrees F) or higher to use low temperature products.
- B. Drywall - Interior: Must be clean and dry. All nail heads must be set and spackled. Joints must be taped and covered with a joint compound. Spackled nail heads and tape joints must be sanded smooth and all dust removed prior to painting.
- C. Plaster: Must be allowed to dry thoroughly for at least 30 days before painting, unless the products are designed to be used in high pH environments. Room must be ventilated while drying; in cold, damp weather, rooms must be heated. Damaged areas must be repaired with an appropriate patching material. Bare plaster must be cured and hard. Textured, soft, porous, or powdery plaster should be treated with a solution of 1 pint household vinegar to 1 gallon of water. Repeat until the surface is hard, rinse with clear water and allow to dry.
- D. Vinyl Siding, Architectural Plastics, EIFS and Fiberglass: Clean vinyl siding thoroughly by

scrubbing with a warm, soapy water solution. Rinse thoroughly. Do not paint vinyl siding with any color darker than the original color unless approved by Manufacturer.

- E. Wood: Must be clean and dry. Prime and paint as soon as possible. Knots and pitch streaks must be scraped, sanded, and spot primed before a full priming coat is applied. Patch all nail holes and imperfections with a wood filler or putty and sand smooth.

3.3 INSTALLATION

- A. Apply all coatings and materials with the manufacturer's specifications in mind. Mix and thin coatings according to manufacturer's recommendations.
- B. Apply primer to all materials receiving a finish coat of paint.
- C. Do not apply to wet or damp surfaces. Wait at least 30 days before applying to new concrete or masonry. Or follow manufacturer's procedures to apply appropriate coatings prior to 30 days. Test new concrete for moisture content. Wait until wood is fully dry after rain or morning fog or dew.
- D. Apply coatings using methods recommended by manufacturer and uniformly apply coatings without runs, drips, or sags, without brush marks, and with consistent sheen.
- E. Apply coatings at spreading rate required to achieve the manufacturers recommended dry film thickness. Regardless of number of coats specified, apply as many coats as necessary for complete hide, and uniform appearance.
- F. Touch-up damaged coatings after substantial completion, following manufacturer's recommendation for touch up or repair of damaged coatings. Repair any defects that will hinder the performance of the coatings.
- G. Comply with the manufacturer's instructions, specified industry standards and recommendations for cleaning, traffic, furnishings installation and equipment installation.

END OF SECTION

SECTION 09 93 00

STAINING AND TRANSPARENT FINISHING

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Exterior Coating With Transparent and Semi-Transparent Finishes.
- B. Interior Coating With Transparent and Semi-Transparent Finishes.

1.2 REFERENCES

- A. American National Standards Institute (ANSI/ASSE).
- B. ASTM International (ASTM).
- C. Occupational Safety and Health Administration (OSHA).
- D. The Society for Protective Coatings (SSPC).
- E. Underwriters Laboratories (UL).

1.3 SUBMITTALS

- A. Product Data: For each paint system indicated, including.
 - 1. Product characteristics.
 - 2. Surface preparation instructions and recommendations.
 - 3. Primer requirements and finish specification.
 - 4. Storage and handling requirements and recommendations.
 - 5. Application methods.
 - 6. Cautions for storage, handling and installation.
- B. Submit Material Safety Data Sheets (MSDS) prior to commencement of work for review and for filing at job site as required.
- C. Selection Samples: Submit a complete set of color chips that represent the full range of manufacturer's products, colors and sheens available.
- D. Coating Maintenance Manual: upon conclusion of the project, the Contractor or paint manufacture/supplier shall furnish a coating maintenance manual. Manual shall include an Area Summary with finish schedule, Area Detail designating where each product/color/finish was used, product data pages, Material Safety Data Sheets, care and cleaning instructions, touch-up procedures, and color samples of each color and finish used.

1.4 DELIVERY, STORAGE, AND HANDLING

- A. Delivery: Deliver manufacturer's unopened containers to the work site. Packaging shall bear the manufacturer's name, label, and the following list of information.
 - 1. Product name, and type (description).

2. Application and use instructions.
 3. Surface preparation.
 4. VOC content.
 5. Environmental handling.
 6. Batch date.
 7. Color number.
- B. Storage: Store and dispose of solvent-based materials, and materials used with solvent-based materials, in accordance with requirements of local authorities having jurisdiction.
- C. Store materials in an area that is within the acceptable temperature range, per manufacturer's instructions. Protect from freezing.

1.5 EXTRA MATERIALS

- A. Furnish Owner with any unused materials. Properly seal canisters and label with finish and finish location for proper Owner storage.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Acceptable Manufacturers: Subject to compliance with requirements, available manufactures offering products that may incorporated into the Work include the following:
1. Dura Seal.
 2. Minwax Company.
 3. Rust-Oleum Corporation.
 4. The Sherwin-Williams Company.
 5. United Gilsonite Laboratories.
- B. Substitutions: or equal.
- C. Requests for substitutions will be considered in accordance with Section 01 60 00.
1. When submitting request for substitution, provide complete product data and MSDS sheet for each substitute product.

2.2 STAIN MATERIALS - GENERAL

- A. Stains and Coatings - General:
1. Unless otherwise indicated, provide factory-mixed materials. Mix coatings to correct consistency in accordance with manufacturer's instructions before application. Do not reduce, thin, or dilute coatings or add materials unless such procedure is specifically described in manufacturer's product instructions.
 2. Supply each material in quantity required to complete entire project's work from a single production run.
- B. Back Primer for Transparent-Finished Woodwork:
1. Same as finish coat.
 2. 1 coat nitrocellulose lacquer sanding sealer (for use under lacquer).
 3. 1 coat vinyl toluene copolymer(for use under polyurethane).

- C. Wood Filler: Use products as appropriate to repair per Manufacturer's instructions.
- D. Stain Touch-Up: Use products as appropriate to repair per Manufacturer's instructions.
- E. Shellac, Lacquer, and Varnish Remover: Use products as appropriate to repair per Manufacturer's instructions.
- F. Application Accessories: Provide all primers, sealers, cleaning agents, tools, cleaning cloths, sanding materials, and clean-up materials required and per Manufacturer recommendations.

2.3 INTERIOR FINISH SYSTEMS

- A. Interior Wood:
 - 1. Finish: Low Luster, Satin, Semi-Gloss, or High-Gloss to match existing. If matching is not required, finish per Manufacturer or industry requirements for interior applications.
 - 2. Coats: Apply quantity of coats to match existing. If matching is not required, finish per Manufacturer or industry requirements for interior applications.
 - 3. Color: Match existing and per Owner's approval.

2.4 EXTERIOR PAINT SYSTEMS

- A. Exterior Wood:
 - 1. Finish: Gloss, Semi-Gloss, Satin or flat to match existing. If matching is not required, finish per Manufacturer or industry requirements for exterior applications.
 - 2. Coats: Apply quantity of coats to match existing. If matching is not required, finish per Manufacturer or industry requirements for exterior applications.
 - 3. Color: Match existing and per Owner's approval.

2.5 EXAMINATION

- A. Do not begin application of coatings until substrates have been properly prepared.

2.6 PREPARATION

- A. Clean surfaces thoroughly prior to installation.
- B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.

2.7 INSTALLATION

- A. Install in accordance with manufacturer's instructions.
- B. Stir before and during application as recommended by manufacturer.
- C. Do not apply to wet or damp surfaces.
- D. Apply using methods recommended by manufacturer.
- E. Apply without runs, drips, or sags, without brush marks, and with consistent sheen.

- F. Apply at spreading rate required to achieve the manufacturer's recommended film thickness.
- G. Regardless of number of coats specified, apply as many coats as necessary for complete hide, and uniform appearance.
- H. Exterior Woodwork: If final painting must be delayed more than 2 weeks after installation of woodwork, apply primer within 2 weeks and final coating within 2 weeks.
- I. Touch-up damaged coatings after substantial completion, following manufacturer's recommendation for touch up or repair of damaged coatings. Repair any defects that will hinder the performance of the coatings.
- J. Comply with the manufacturer's instructions, specified industry standards and recommendations for cleaning, traffic, furnishings installation and equipment installation.

END OF SECTION