The State of Connecticut

Department of Housing (DOH)

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

Owner Occupied Rehabilitation and Rebuilding Program (OORR)

BID PACKAGE

For

Rehabilitation/Reconstruction work to:

Rehabilitation and Mitigation

17 Sable Street

Norwalk, CT 06854

Prepared by:

Capital Studio Architects, LLC.

1379 Main Street, East Hartford, CT 06108

860.289.3262

Project #: 2304

CSA Project # 1347-36

April 24, 2015

EQUAL HOUSING OPPORTUNITY

Project # 2304

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Section 1

Section 1

ADVERTISEMENT FOR BIDS

Project #2304

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

Separated sealed bids for **Project #2304, Cespedes Residence Rehabilitation and Mitigation, 17 Sable Street, Norwalk, CT** will be received by Capital Studio Architects, LLC. located at 1379 Main Street, East Hartford, CT 06108 until **4:00 o'clock PM on Friday, June 19, 2015.**

A **Mandatory Walk Through** will be held at the Project Site located at **17 Sable Street, Norwalk, CT at 2:30 PM on Friday, May 29, 2015**

The Information to Bidders, Form of Bid, Form of Contract, Plans, Specifications, Form of Bid Bond and 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, and at the office Capital Studio Architects, LLC. located at 1379 Main Street, East Hartford, CT 06108.

Copies of plans may be downloaded directly from the Department of Housing website under bid notices or obtained, when requested in advance, at the office of Capital Studio Architects, LLC. located at 1379 Main Street, East Hartford, CT 06108 upon payment of $50.00 for each set.

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

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

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

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

INFORMATION FOR BIDDERS

Receipt and Opening of Bids:

The State of Connecticut Department of Housing (herein called the "DOH"), invites bids on the form attached. Bids will be received by DOH at the office of David Holmes, Project Manager at Capital Studio Architects, LLC. located at 1379 Main Street, East Hartford, CT 06108, until **4:00 o'clock PM on Friday, June 19, 2015.**

The envelopes containing the bids must be sealed, addressed to David Holmes, Project Manager at Capital Studio Architects, LLC. and designated as bid for **Project #2304, Cespedes Residence Rehabilitation and Mitigation, 17 Sable Street, Norwalk, CT**

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 **2:30 PM on Friday, May 29, 2015**

Preparation of Bids:

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

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

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

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

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

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

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

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

Security for Faithful Performance: Simultaneously with his/her delivery of the executed contract, the Contractor shall furnish a surety bond or bonds 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 Performance and Payment Bond for **Project No. 2304** and Addenda No. _____ and _____ thereto, as prepared by Capital Studio Architects, LLC. East Hartford, Connecticut, and on file in the office of DOH, hereby proposes to furnish all permits, labor, materials, tools, equipment and related items required for the rehabilitation and reconstruction including general construction, site improvements, plumbing, heating, electrical and finish items for said **Project #2304, Cespedes Residence Rehabilitation and Mitigation, 17 Sable Street, Norwalk, State of Connecticut**, all in accordance with the Drawings and Specifications, for the sum of:
_____Dollars ($_____).

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

ALTERNATE PROPOSALS AND UNIT PRICES

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

Alternates

No. 1 _____ **$** Add / Deduct (circle one)

Unit Price Unit Measure

No. 1 _____ **$/ f**

No. 2 _____ **$/ f**

No. 3 _____ **$/ f**

No. 4 _____ **$/ f**

No. 5 _____ **$/ f**

No. 6 _____ **$/ f**

No. 7 _____ **$/ f**

No. 8 _____ **$/ f**

The undersigned agrees to commence the work on a date to be specified in the contract and to complete such work within **180** consecutive calendar days.

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

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

Security in the sum of _____ Dollars ($_____)

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

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, and Segregated Facilities.

Acknowledgement of Bidder

I, THE UNDERSIGNED AS AN AUTHORIZED OFFICER OF:

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

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

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

(Email address) _____

(Bank Letterhead)

BID SECURITY

IRREVOCABLE LETTER OF CREDIT

Dear _____:

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

Such drafts must be accompanied by the following document:

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

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

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

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

Sincerely yours,

President

FORM OF NON-COLLUSIVE AFFIDAVIT
AFFIDAVIT

State of _____)

County of _____)

_____, being first duly sworn, deposes and says:

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

Project No._____

Location _____

_____

Signature

_____

Name and Title

_____

Date

(Signature should be notarized.)

BIDDER'S CERTIFICATION OF ELIGIBILITY

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

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

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

_____

(Name of Bidder)

_____

(Address)

BY:_____

Title: _____

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

CERTIFICATION OF GENERAL BIDDERS ON CDBG-DR CONSTRUCTION PROJECTS

I. CERTIFICATION REGARDING HEALTH AND SAFETY

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

II. CERTIFICATION REGARDING NON-COLLUSION AND DEBARMENT

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

Date: _____

_____

Name of General Bidder

By _____

Signature

_____

Print name and title

_____

Business Address

_____

Street Address City and State

OSHA-10 OSHA-10

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

I. CERTIFICATION REGARDING HEALTH AND SAFETY

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

II. CERTIFICATION REGARDING NON-COLLUSION AND DEBARMENT

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

Date _____

_____

Name of Sub-bidder

By _____

Signature

_____

Print Name and Title

_____

Business Name

_____

Street Address, City and State

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 _____, 2015.

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

_____

NOW, THEREFORE,

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

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

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

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

_____ (L.S)
Principal

_____
Surety

SEAL By: _____

PERFORMANCE AND PAYMENT BOND

(For contracts over $100,000)

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-Attorney 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.)

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

Name of Subcontractor: _____

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

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

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

_____ _____
Contractor's Signature Date

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F R 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

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

CERTIFICATION OF BIDDER

Name and address of Bidder (include zip code)

_____

_____

_____

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

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

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

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

5. No segregated facilities will be maintained.

NAME AND TITLE OF SIGNER (Please type.)

_____

_____ _____

SIGNATURE DATE

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 A

Proposed Subcontracts Breakdown

For Period Covering _____, 20____ Through _____, 20____
(Duration of CDBG-DR OORR Assisted Project)

Column 1	*Column 2*	*Column3*	*Column 4*	*Column 5*
Type of Contract (Business of Profession)	Total Number of Contracts	Total Approximate Dollar Amount	Estimated Number of Contracts to Project Area Businesses*	Estimated Dollar Amount to Project Area Businesses*

*The Project Area is defined as the Town/City boundaries in which the assisted project resides.

_____
Company

_____ _____
Project Name/Residence Project Number

_____ _____
EEO Officer or Designee's Signature Date

Table B

Estimated Project Workforce Breakdown

Column 1	*Column 2*	*Column 3*	*Column 4*	*Column 5*
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:				
Journeymen				
Helpers				
Apprentices				
Maximum No. of Trainees				
Others				
TRADE:				
Journeymen				
Helpers				
Apprentices				
Maximum No. of Trainees				
Others				
TRADE:				
Journeymen				
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.

X **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.

X **Insulation: Flooring** (if applicable to building type)

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

X **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.

X **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.

X **Windows**

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

X **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.

X **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.

X **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.

X **Clothes Dryer Exhaust**

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

X **Mold Inspection and Remediation**

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

N/A **Combustion Equipment**

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

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

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

N/A **Mold Prevention: Surfaces**

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

X **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.]

N/A **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

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

Construction Requirements

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 contactor 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.

"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.

(1) "Testing" means 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 renuneration 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.

Administrative Requirements

23. Contract Period

The Contractor shall complete all work required under this contract within **180** 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.

(b) 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 underthe 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 3

SECTION 00900 - SPECIAL CONDITIONS

1. SPECIAL CONDITIONS DEFINITIONS

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

B. Where the Specifications refer to Property Owner, this shall be construed to mean the property owner or homeowner living in the residence where the work will be performed.

2. BIDDING REQUIREMENTS

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

Lillian Ruiz, Grants and Contracts Specialist
CDBG-Disaster Recovery Program
Connecticut Department of Housing
505 Hudson Street
Hartford, CT 06106
(860) 270-8027

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

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

3. SALES TAX

A. The DOH is **NOT** exempt from Connecticut Sales Tax. Other fees accessed by the State of Connecticut may be passed through to the contractor.

4. INSURANCE

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

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

5. INTERPRETATIONS OF DRAWINGS

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

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

C. If the disagreement between the drawings and specification cannot be resolved through either A. or B. above, the specifications shall take precedence over the drawings.

6. VISITING THE SITE

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

7. CONTRACTOR'S PROPOSAL

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

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

8. SUBSTITUTIONS

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

9. SUB-CONTRACTORS

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

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

10. LAWS, ORDINANCES, PERMITS AND FEES

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

11. APPROVALS

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

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

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

12. NON-SEGREGATED FACILITIES

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

13. JOB MEETINGS

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

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

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

14. DRAWINGS

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

15. SCHEDULE OF THE WORK

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

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

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

D. The Contractor must provide the DOH 48 hours' notice prior to the start of work so they may provide proper notice to the Property Owner.

16. OCCUPANTS' CONTINUED USE OF THE PREMISES

A. Because of the nature of the work, the project area will not be occupied during the course of the work. Prior to the arranged departure, the occupants are responsible for moving all items to the center of the room (or out of the room) within the areas where the work is to be performed. They are also responsible for moving the items back at the completion of the work. Some of the work of this Contract, such as exterior work, may be completed while the project area is occupied. A schedule for occupants' departure and return will be determined by DOH, the homeowners, and the Contractor.

B. Environmental Remediation: The individual technical specification sections that follow specifically address occupancy (or vacating) the premises when this is required. The Contractor shall be responsible for coordinating the specific work requiring vacating the premises with DOH and the occupants. Once a schedule to leave and return to the premises has been established, it is imperative that the Contractor adhere to the schedule.

C. Lifted Structures: For projects requiring lifting (and moving) the structure, the basement, crawl space, attached garage and any other areas affected by the lift shall be emptied by the occupants prior to the start of the Contract of all non-permanent items.

17. MATERIALS AND EQUIPMENT

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

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

18. STORAGE OF MATERIALS

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

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

19. TEMPORARY FACILITIES

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

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

20. TEMPORARY SERVICE

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

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

Owner.

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

21. SANITARY FACILITIES

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

22. DEMOLITION

A. This work includes the furnishing of all labor, materials, equipment and services necessary for, and reasonable incidental to, completion of all Demolition, as required for the installation of the work, whether or not listed below.

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

23. SALVAGABLE MATERIALS

A. NO SALVAGABLE MATERIALS.

24. SHOP DRAWINGS AND SUBMITTALS

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

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

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

25. PROTECTION OF WORK AND PROPERTY

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

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

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

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

from the building at all times.

26. ACCESSIBILITY

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

27. SCAFFOLDING, RIGGING, HOISTING

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

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

28. GUARANTEE PERIOD

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

29. FINAL PAYMENT REQUIREMENTS

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

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

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

30. CLEAN UP

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

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

31. LIQUIDATED DAMAGES

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

32. HAZARDOUS MATERIALS

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

33. CHANGE ORDERS

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

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

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

34. BUILDER'S RISK INSURANCE

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

35. OSHA REGULATIONS

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

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

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

36. CONTRACT PERIOD

A. The Contract period will be one hundred eighty (180) consecutive calendar days from day of "Notice to Proceed" until day of "Substantial Completion".

37. GENERAL CONDITIONS

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

END OF SECTION 00900

SECTION 01200 - SUMMARY OF THE WORK

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY OF THE WORK

A. The scope of this contract, part of the Community Development Block Grant Disaster Recovery for the Owner Occupied Recovery and Rehabilitation Program for the Connecticut Department of Housing, is known as **Project No. 2304, located at 17 Sable Street, Norwalk, CT 06854**.

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

1. Selective demolition, including existing foundation after house lifting.
2. Lifting existing house framing.
3. New concrete foundation.
4. New wood-framed house addition (re-built portion of house).
5. New habitable attic space.
6. Selective interior renovations.
7. Modifications to existing mechanical, electrical, and plumbing systems.
6. New pressure treated wood decks and stairs.

1.3 EXISTING CONDITIONS

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

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

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

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

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

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

1.4 - USE OF PREMISES

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

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

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

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

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

5. Work on the building will not be allowed without providing the occupants 48 hours prior notice.

1.5 - REFERENCE STANDARDS

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

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

A.A.M.A.	American Architectural Manufacturers Association
A.C.I.	American Concrete Institute
A.I.A.	American Institute of Architects
A.I.E.E.	American Institute of Electrical Engineers
A.I.S.C.	American Institute of Steel Construction
A.I.T.C.	American Institute of Timber Construction
A.F.P.A	American Forest & Paper Association
A.N.S.I.	American National Standards Institute
A.P.A.	American Plywood Association
A.R.M.A.	Asphalt Roofing Manufacturer's Association
A.S.H.R.A.E.	American Society of Heating, Refrigeration, and Air Conditioning Engineers
A.S.M.E.	American Society of Mechanical Engineers
A.S.T.M.	American Society of Testing Materials
A.W.I.	American Woodwork Institute
A.W.P.I.	American Wood Preservers Institute
A.W.S.	American Welding Society
C.P.S.C.	Consumer Products Safety Commission
C.S.I.	Construction Specification Institute
D.O.H.	Department of Housing
Form 816	Connecticut State Department of Transportation Standard Specifications for Roads, Bridges, and Incidental Construction

F.M.	Factory Mutual
F.S.	Federal Specification
H.U.D.	U.S. Department of Housing and Urban Development
I.C.C.	International Code Council
I.E.S.	Illuminating Engineers Society
I.S.D.S.I.	Insulated Steel Door Systems Institute
N.A.A.M.M.	National Association of Architectural Metal Manufacturers
N.B.F.U.	National Board of Fire Underwriters
N.B.S.	National Bureau of Standards
N.E.C.	National Electric Code
N.E.M.A.	National Electrical Manufacturers Association
N.F.P.A.	National Fire Protection Association
O.S.H.A.	Occupational Safety and Health Administration
S.D.I.	Steel Deck Institute
S.I.G.M.A.	Sealed Insulating Glass Manufacturer's Association
S.J.I.	Steel Joist Institute
S.M.A.C.N.A.	Sheetmetal and Air Conditioning Contractors National Association, Inc.
S.S.P.C.	Steel Structures Painting Council
TCNA	Tile Council of North America
U.L.	Underwriters Laboratories, Inc.
W.W.P.A.	Western Wood Products Association

1.6 – FINAL PAYMENT REQUIREMENTS

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

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

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

1.7 - GENERAL INFORMATION

A. The DOH is a governmental agency, but **is** responsible for paying sales tax under this program. The Contractor shall assume that materials purchased for the use on this project shall be taxed.

1.8 - SCHEDULE

A. Refer to Form of Contract for completion date.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

END OF SECTION 01200

SECTION 01210 - ALLOWANCES

PART 1 - GENERAL

1.1 - RELATED DOCUMENTS

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

1.2 - WORK INCLUDED

A. This Section includes administrative and procedural requirements governing the following:

1. Lump-sum allowances.

B. See Division 1 Section "Unit Prices" for procedures for using unit prices.

1.3 - SELECTION AND PURCHASE

A. Coordinate first paragraph below with Division 1 Section "Submittal Procedures." Indicate critical dates on both Contractor's Construction Schedule and Submittals Schedule.

B. At the earliest practical date after award of the Contract, advise Architect and Owner of the date when final selection and purchase of each product or system described by an allowance must be completed to avoid delaying the Work.

C. At Architect's request, obtain proposals for each allowance based on Owner’s input. Include recommendations that are relevant to performing the Work.

D. Purchase products and systems selected by Owner from the designated supplier.

1.4 – SUBMITTALS

A. Submit proposals for purchase of products or systems included in allowances, in the form specified for Change Orders.

B. Submit invoices or delivery slips to show actual quantities of materials delivered to the site for use in fulfillment of each allowance.

C. Coordinate and process submittals for allowance items in same manner as for other portions of the Work.

D. Coordinate allowance items with other portions of the Work. Furnish templates as required to coordinate installation.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine products covered by an allowance promptly on delivery for damage or defects. Return damaged or defective products to manufacturer for replacement.

3.2 PREPARATION

A. Coordinate materials and their installation for each allowance with related materials and installations to ensure that each allowance item is completely integrated and interfaced with related work.

3.3 SCHEDULE OF ALLOWANCES

A. Sheet Vinyl Flooring: Furnish sheet vinyl flooring in new Laundry Room (Installation shall be included in Base Bid).

1. Lump-Sum Allowance: $150.00

B. Ceramic Tile Flooring: Furnish all ceramic tile material in new Office, Play Room, Bedroom, and Bathroom (Labor of installation, as well as all underlayment, backer board, membranes, and specified mortars & grouts shall be included as part of the Base Bid).

1. Lump-Sum Allowance: $1,250.00

C. Light Fixtures: Furnish all interior and exterior light fixtures (Installation, switches, and wiring to devices shall be included in Base Bid):

1. Lump-Sum Allowance: $650.00

D. Bathroom Accessories: Furnish and install all bath accessories:

1. Lump-Sum Allowance: $250.00

E. Insulated Exterior Entry Door: Furnish and Install one (1) pre-hung insulated exterior door complete with entry hardware.

1. Lump-Sum Allowance: $1750.00

END OF SECTION 01210

SECTION 01270 - UNIT PRICES

PART 1 - GENERAL

1.1 – RELATED DOCUMENTS

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

1.2 – WORK INCLUDED

A. This Section includes administrative and procedural requirements for Unit Prices.
B. Refer to other specification sections for specific requirements for this work.
C. Enter Unit Price amounts on the enclosed Bid Form.

1.3 – DEFINITIONS

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

1.4 – PROCEDURES

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

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

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

D. List of Unit Prices: A list of unit prices is included in Part 3. Specification Sections referenced in the schedule contain requirements for materials described under each unit price.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

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

3.1 – LIST OF UNIT PRICES

A. Unit Price No. 1 – Up to 3/4“ Plywood Roof Sheathing (match existing)

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

B. Unit Price No. 2 – Wood Fascia

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

C. Unit Price No. 3 – Wood Trim

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

D. Unit Price No. 4 – Wood Soffit

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

E. Unit Price No. 5 – Up to 2x10 Wood Roof Framing (match existing)

1. Condition – Areas where the existing wood roof framing is deteriorated, provide new wood roof framing to match existing.
2. Unit of measure – Per linear foot.

F. Unit Price No. 6 – Interior Painting (Gypsum Wall Board)

1. Condition – Paint lead based paint wall surfaces encapsulated during the remediation process when desired color cannot be achieved through tinting process.
2. Unit of measure – Per square foot.

G. Unit Price No. 7 – Interior Painting (Wood Trim)

1. Condition – Paint lead based paint wood trims encapsulated during the remediation process when desired color cannot be achieved through tinting process.
2. Unit of measure – Per linear foot.

H. Unit Price No. 8 – Exterior Painting (Wood Trim)

1. Condition – Paint lead based paint exterior wood trims encapsulated during the remediation process when desired color cannot be achieved through tinting process.
2. Unit of measure – Per linear foot.

END OF SECTION 01270

SECTION 01300 - DEMOLITION

PART 1 - GENERAL

1.1 - RELATED DOCUMENTS

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

1.2 – RELATED WORK SPECIFIED ELSEWHERE

A. Environmental Remediation, if any, is specified in Division 2.

1.3 - GENERAL REQUIREMENTS

A. "Demolition" denotes razing and removal of portions of existing structures, Installations and obstructions shown on Drawings or specified to be removed from the site, and includes taking possession of and removing from the site, all material, equipment and debris resulting from demolition work except as otherwise specified herein.

B. Conform to all requirements of local authorities having jurisdiction including the following:

1. Obtain and pay (if required) for all permits and licenses.

2. Provide and maintain fire protection devices.

3. Install and maintain barricades for protection of public and adjacent property (as required).

4. Keep public and private ways free of dirt and debris at all times.

5. All material shall be disposed of legally off the site.

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

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

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

1.4 - EXISTING PUBLIC SPACES

A. Before start of demolition, notify and arrange for appropriate utility companies to discontinue services and to remove meters and other regulating devices, not the property of the Owner, as required.

B. Cap and/or plug disconnected service lines as required by utility company concerned.

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

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

3.1 - SCOPE

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

1. Removal of the existing foundation after house lift.
2. Removal of selective existing exterior walls and roofing, including doors and windows.
3. Removal of related interior materials as needed in relation to other work.

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

3.2 - PROTECTION

A. Protect all walls, floors, ceilings and other existing items not to be removed. Portions damaged as a result of the work shall be replaced and repaired in compliance with the regulations of authorities having jurisdiction and without cost to the Owner.

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

END OF SECTION 01300

SECTION 01400 - SUBMITTALS

PART 1 - GENERAL

1.1 - RELATED DOCUMENTS

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

1.2 - RELATED REQUIREMENTS SPECIFIED ELSEWHERE

A. Substitutions and product options are indicated in Item 8 of Section 00900, Special Conditions.

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

1.3 - IDENTIFICATION

A. Identify each submittal with the following information:

1. Date and revision date(s).

2. Project title.

3. The names of: Architect, Contractor, Subcontractor, supplier, manufacturer or separate detailer when pertinent.

4. Identification of products, materials and finishes.

5. Relation to adjacent structure or material.

6. Field dimensions, clearly identified as such.

7. The specification section number, and applicable standards, such as ASTM or FS number.

8. Quantities.

9. Blank spaces, 4" x 4 1/2" each, for the Architect's stamp, and Consultant's stamp where applicable.

10. Identification of deviations from Contract Documents.

11. Contractor's stamp, initials or signed, certifying to review of submittal, the verification of the field measurements and quantities, and compliance with Contract Documents.

B. Accompany the submittals with a transmittal letter containing:

1. Date.

2. Project Title and number.

3. Contractor's name and address.

4. The number and name of each item submitted.

5. Notification of deviations from Contract Documents.

1.4 - SHOP DRAWINGS

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

1. All necessary dimensions. Dimension work illustrated by shop drawings to fit actual field conditions.

2. Sufficient detailing to show appearance, method of assembly or fabrication, and the method of installation or erection.

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

1.5 - PRODUCT DATA

A. Manufacturer's standard schematic drawings which are:

1. Modified to delete any information which is not applicable to the Project.

2. Supplemented to provide any additional information applicable to Project.

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

1. Clearly mark each copy to identify the pertinent materials, products, or models.

2. Show dimensions and clearances required.

3. Show performance characteristics and capacities.

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

1. System, material or work tested.

2. Test results and witnesses.

3. Description of correction of faults.

1.6 - SAMPLES

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

1. Functional characteristics of product or material, with integrally related parts and attachment devices.

2. Full range of color samples.

3. After the review, approved samples may be used in construction of Project, where appropriate.

1.7 - SUBMISSION REQUIREMENTS

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

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

C. Submit six black line prints of each shop drawing.

D. Submit six copies each of all product data.

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

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

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

H. Facsimile copies are not acceptable for submission and will be returned un-reviewed.

1.8 - RESUBMISSION REQUIREMENTS

A. Shop Drawings:

1. Revise the initial drawings as required and resubmit as specified for initial submission.

2. Indicate on drawings any changes which have been made other than those requested by Architect.

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

1.9 - ARCHITECT'S DUTIES

A. Architect's responsibilities for processing submittals are defined in other sections of these specifications.

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

1.10 - CONTRACTOR'S DUTIES

A. In addition to requirements of other Division 1 Specification sections.

1. Contractor shall be responsible for obtaining and distributing prints of shop drawings after, as well as before final approval, to all parties, including, but not limited to the Owner, subcontractors and suppliers.

2. Prints of approved shop drawings shall be made from sepia transparencies which carry the Architect's and Consultant's stamp of approval.

3. Begin no work which requires shop drawings and product data unless the approved and stamp shop drawings and product data are on file at the job site.

PART 2 – NOT USED

PART 3 – NOT USED

END OF SECTION 01400

SECTION 01500 - CUTTING AND PATCHING

PART 1 - GENERAL

1.1 - RELATED DOCUMENTS

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

1.2 - DESCRIPTION

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

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

1.3 - QUALITY ASSURANCE

A. Requirements for Structural Work:

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

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

a. Bearing Walls.

b. Structural decking and floor systems.

c. Exterior wall construction - including storefronts.

d. Pressurized piping, vessels and equipment.

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

1.4 - SUBMITTALS

A. Requests for Owner's Consent:

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

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

B. Notices to the Owner:

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

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

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

PART 2 - PRODUCTS

2.1 - MATERIALS

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

2.2 - PAYMENT FOR COSTS

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

PART 3 - EXECUTION

3.1 - INSPECTION

A. Inspection:

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

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

B. Discrepancies:

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

2. Do not proceed until unsatisfactory conditions are corrected.

3.2 - PREPARATION

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

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

3.3 - CUTTING AND PATCHING

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

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

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

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

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

F. Where re-painting areas due to cutting and patching as part of this work, paint the entire wall, to the nearest corner, in colors to match the existing, unless otherwise directed by the Owner.

G. Where cutting and patching of ceilings is required, cut ceiling back as little as is required, and later infill to the point at which the existing ceiling is cut back. Refer to typical details on the drawings for additional information.

H. Where floor finishes are to be cut back, cut back to nearest logical point, or as indicated on the drawings. Install new flooring, as indicated on the drawings, utilizing the necessary transitions, reducers, termination bars, etc.

I. Consult with the architect as necessary to insure compliance with the intention of cutting and patching work relative to floors and ceilings.

END OF SECTION 01500

SECTION 01700 - PROJECT CLOSEOUT

PART 1 - GENERAL

1.1 - RELATED DOCUMENTS

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

1.2 - GENERAL

A. The following requirements supplement those of other sections of these Specifications.

1.3 - CLEANING

A. Hazard Control:

1. Store all volatile wastes in covered non-flammable containers.

2. Prevent accumulation of wastes which create hazardous conditions.

3. Provide adequate ventilation during use of volatile or noxious substances.

B. Conduct cleaning and disposal operations to comply with local ordinances and anti-pollution laws.

1. Do not dispose of volatile wastes such as mineral spirits, oil or paint thinner in the storm or sanitary drains. Dispose of them legally off the site.

2. Do not dispose of wastes in streams or waterways.

3. Dispose of demolition and waste materials, debris and rubbish legally off the site.

C. During construction, in addition to cleaning required other sections of these Specifications, perform the following:

1. Keep building, grounds, and public properties free from accumulations of waste materials and rubbish.

2. Provide on-site containers for the collection of all waste materials, all debris and rubbish. Dispose of waste materials, debris and rubbish at reasonable intervals, legally off the site.

3. Clean interior building areas where construction occurred. after demolition work is complete and when ready to receive finish painting and continue cleaning on an as-needed basis until building is ready for substantial completion or occupancy.

4. Schedule cleaning operations so that dust and other contaminants resulting from cleaning process will not fall on wet, newly painted surfaces.

D. At substantial completion, in addition to leaving the work "broom clean", the following must be completed:

1. Remove dust, dirt, stains identifications stickers, fingerprints, paint droppings and other soil from finished surfaces.

2. Clean and polish hardware, specialties, and equipment.

3. Vacuum clean all sills until all debris is removed. Use a brush if necessary to free up stationary particles. Lubricate all tracks if necessary for smooth, easy opening and closing operations.

4. Clean under and behind all concealed areas.

5. If surfaces cannot be put in clean condition by cleaning, repaint them as required until they are at an acceptable level of quality.

6. Clean site and clean up any debris of dirt off site, which resulted from work under this contract, and dispose of legally off the site.

7. Maintain cleaning until Substantial Completion Certificate, approved by the Architect, is delivered to the Owner or the project is occupied by the Owner. Turn over the work fully clean and fit for occupancy.

8. When workmen call back for "punchlist" or guarantee work, clean up afterwards.

1.4 - SUBSTANTIAL COMPLETION

A. Submit written certification to Architect that Project, or a designated portion of Project, is substantially complete. Submit list of major items to be completed or corrected.

B. The Architect shall prepare and submit a list of the items to be completed or corrected as determined by the inspection.

C. Should the Architect consider that the Work is substantially complete:

1. The Architect shall prepare and submit a list of items to be completed or corrected as determined by the inspection.

2. Architect will prepare and issue a Certificate of Substantial Completion, complete with signatures of Owner and Contractor, accompanied by the list of items to be completed or corrected.

3. Perform final cleaning as specified above.

4. Complete work listed for completion or correction, within designated time.

5. Obtain Certificate of Occupancy, if required.

D. Should Architect consider that the Work is not substantially complete:

1. He/she shall immediately notify the Contractor, in writing, stating reasons.

2. Contractor shall complete the Work, and send second written notice to the Architect, certifying that the Project, or a designated portion of the Project, is substantially complete.

3. Architect will re-inspect the work.

1.5 - FINAL INSPECTION

A. Contractor shall submit written certification, as required above, that:

1. Contract documents have been reviewed.

2. Project has been inspected for compliance with Contract Documents.

3. Work has been completed in accordance with Contract Documents.

4. Equipment and systems have been tested in presence of Owner's representative and are operational.

5. Project is completed, and ready for final inspection.

B. Architect will make final inspection within three days after receipt of certification.

C. If Architect considers that Work is finally complete in accordance with requirements of the Contract Documents, he/she shall request Contractor to make Project Closeout Submittals.

D. If Architect considers that Work is not finally complete:

1. He shall notify Contractor, in writing, stating reasons.

2. Contractor shall take immediate steps to remedy the stated deficiencies, and submit a second written notice to Architect certifying the Work is complete.

3. Architect will re-inspect work.

E. Should Architect be required to perform second inspection because of failure of Work to comply with original certifications of Contractor, Owner will compensate Architect for additional services, and deduct amount paid from final payment to Contractor.

1.6 - CLOSEOUT SUBMITTALS

A. Upon completion of the Work, deliver the following to the Owner's Representative, as required by the General Conditions and Specifications.

1. Project Record Documents. (Submit one (1) clean, legible marked up set of prints and other items, if required, as indicated in 1.7 below.)

2. Operation and Maintenance Data.

3. The guarantees, warranties and bonds.

4. Parts and Maintenance Materials.

5. Evidence of Compliance with requirements of governing authorities, including:

a. Certificate of Occupancy, if required.

B. Accompany closeout submittals with transmittal letter, in duplicate, containing:

1. Date

2. Project title and number.

3. Contractor's name and address.

4. Certification that each Project Record Document, as submitted is complete and accurate.

5. Signature of the Contractor, or his authorized representative.

C. Instruct Owner's personnel in operation of all systems and other equipment.

1.7 - PROJECT RECORD DOCUMENTS

A. Drawings, shop drawings, product data, specifications and addenda, marked by Contractor to record all changes made during construction described below, shall be referred to as "Project Record Documents."

B. In addition to changes, record on Project Record Drawings the following as-built conditions:

1. Locations and sizes of conduit runs.

2. Locations and sizes of access panels and doors.

3. Location of all the mechanical and electrical control points.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

END OF SECTION 01700

SECTION 02200 - EXCAVATION

PART 1 - GENERAL

1.1 - RELATED DOCUMENTS

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

1.2 - WORK INCLUDED

A. Excavate for new building footings and foundations.

B. Trench for site utilities as shown on the Drawings.

C. Coordinate with lifting contractor as per schedule and location of cribbing.

1.3 – RELATED WORK SPECIFIED ELSEWHERE

A. Fill and Backfill is specified in Section 02215.

B. Concrete operations are specified in General Notes.

1.4 - PROJECT CONDITIONS

A. Verify that survey bench mark and intended elevations for the Work are as indicated.

B. Protect bench marks, survey control points, existing structures, fences, sidewalks, paving, and curbs from excavating equipment and vehicular traffic.

C. Notify “Call Before You Dig” prior to beginning the work.

D. Existing house will be elevated during excavation operations.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

3.1 - PREPARATION

A. Identify required lines, levels, contours, and datum locations.

B. Locate, identify, and protect utilities that remain and protect from damage.

C. Notify utility company to remove and relocate utilities as required.

3.2 - EXCAVATING

A. Excavate to accommodate new structures and construction operations.

B. Notify Architect of unexpected subsurface conditions and discontinue affected Work in area until notified to resume work.

C. Slope banks of excavations deeper than 4 feet to angle of repose or less until shored.

D. Do not excavate below a 2 hor: 1 ver line drawn outward and downward from the bottom outside edge of an existing footing to remain.

E. Cut utility trenches wide enough to allow inspection of installed utilities.

F. Hand trim excavations. Remove loose matter.

G. Remove lumped subsoil, boulders, and rock up to 1/3 cu yd measured by volume.

H. Correct areas that are over-excavated and load-bearing surfaces that are disturbed; see Section 02215.

I. Grade top perimeter of excavation to prevent surface water from draining into excavation.

J. Remove excavated material that is unsuitable for re-use from site.

K. Stockpile excavated material to be re-used in area designated on site. Protect from erosion.

L. Remove excess excavated material from site.

3.3 – PREPARATION FOR BUILDING FOUNDATIONS

A. Excavate at new footing locations to design bearing grade shown on drawings.

B. Excavate deeper, as needed, to expose natural granular soils at footings.

C. Recompact footing bearing surface, after Architect has observed conditions, to consist of natural soil.

D. Lower footing or place compacted structural fill to design footing grade.

3.4 - PREPARATION FOR UTILITY PLACEMENT

A. Cut out soft areas of subgrade not capable of compaction in place. Backfill with structural fill.

B. Compact subgrade to density equal to or greater than requirements for subsequent fill material.

C. Until ready to backfill, maintain excavations and prevent loose soil from falling into excavation.

3.5 - FIELD QUALITY CONTROL

A. Provide for visual inspection of load-bearing excavated surfaces before placement of foundations.

3.6 - PROTECTION

A. Prevent displacement of banks and keep loose soil from falling into excavation; maintain soil stability.

B. Protect bottom of excavations and soil adjacent to and beneath foundation from freezing.

C. Protect load bearing cribbing installed by lifting contractor.

END OF SECTION 02200

SECTION 02215 - FILL AND BACKFILL

PART 1 - GENERAL

1.1 - RELATED DOCUMENTS

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

1.2 - WORK INCLUDED

A. Filling, backfilling, and compacting for building volume below grade, footings, and utilities within the building perimeter. Contractor shall provide fill as required to achieve required elevation.

B. Backfilling and compacting for utilities trenches shown on the Drawings. Contractor shall backfill and compact trenches to elevation of adjacent grade or as otherwise shown on the Drawings.

C. Prepare base for cribbing supports, location by lifting contractor.

1.3 – RELATED WORK SPECIFIED ELSEWHERE

A. Lawn & Planting Restoration is specified in Section 02900.

B. Concrete operations are specified in General Notes.

1.4 - REFERENCES

A. ASTM C 136 - Standard Test Method for Sieve Analysis of Fine and Coarse Aggregates; 2001.

B. ASTM D 698 - Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft3 (600 kN-m/m3)); 2000a.

C. ASTM D 1556 - Standard Test Method for Density and Unit Weight of Soil in Place by the Sand-Cone Method; 2000.

D. ASTM D 1557 - Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft3(2,700 kN-m/m3)); 2002.

E. ASTM D 2487 - Standard Practice for Classification of Soil for Engineering Purposes (Unified Soil Classification System); 2000.

F. ASTM D 3017 - Standard Test Method for Water Content of Soil and Rock in Place by Nuclear Methods (Shallow Depth); 2001.

1.5 - SOURCE QUALITY CONTROL

A. Where fill materials are specified by reference to a specific standard, test and analyze samples for compliance before delivery to site.

B. If tests indicate materials do not meet specified requirements, change material and retest.

C. Provide materials of each type from same source throughout the Work.

1.6 - SUBMITTALS

A. Submit Compaction Density Test Reports.

B. Submit soil gradation reports for all types of materials.

1.7 - PROJECT CONDITIONS

A. Provide sufficient quantities of fill to meet project schedule and requirements. When necessary, store materials on site in advance of need.

B. When fill materials need to be stored on site, locate stockpiles as directed by the Owner.

1. Separate differing materials with dividers or stockpile separately to prevent intermixing.

2. Prevent contamination.

3. Protect stockpiles from erosion and deterioration of materials.

C. Verify that survey bench marks and intended elevations for the Work are as indicated.

D. Existing house will be elevated during backfill operations.

PART 2 - PRODUCTS

2.1 - FILL MATERIALS

A. General Fill: Subsoil excavated on-site, or off-site material.

1. Graded.

2. 100% passing 3 ½ inch, not more than 15% passing No. 200 sieve.

B. Structural Fill: (off-site material) for use below building footings:

1. Well graded within the following limits:

Sieve Size	Percent Finer By Weight
4 in.	100
No. 4	20-80
No. 40	5-50
No. 200	0-10

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2. Free of stones larger than 4 inches, organic matter, and debris.

3. All structural fill shall be sand, sand/gravel, gravelly sand or processed material that is obtained from off site.

C. Granular Fill – (off-site organic excavated material) for use below the building footprint:

1. Well graded within the following limits:

Sieve Size	Percent Finer By Weight
5 in.	100
No. 4	20-80
No. 40	0-50
No. 200	0-20

2. Free of stones larger than 5 in. and organic matter. (see item below for additional information).

3. All granular fill shall be sand, sand/gravel, gravelly sand or processed material that is obtained from off-site sources or on-site excavation.

4. Granular fill may be obtained by thoroughly crushing on-site solid construction debris, such as concrete or masonry block material. No wood, plaster, roofing material, metal or any degradable material will be accepted. The acceptable construction debris must be thoroughly crushed so that is can be placed in uniform layers that is essentially absent of voids. Maximum material size shall be 5 in.

D. Granular Fill - Pea Gravel: Natural stone; washed, free of clay, shale, organic matter.

1. Grade in accordance with ASTM D 2487 Group Symbol GM.

2. Graded in accordance with ATM C 136, within the following limits:

a. Minimum Size: 1/4 inch.
b. Maximum Size: 5/8 inch.

E. Sand: Natural river or bank sand; washed; free of silt, clay, loam, friable or soluble materials, and organic matter.

1. Grade in accordance with ASTM D 2487 Group Symbol SW.

2. Graded in accordance with ASTM C 136; within the following limits:

a. No. 4 sieve: 100 percent passing.
b. No. 14 sieve: 10 to 100 percent passing.
c. No. 50 sieve: 5 to 90 percent passing.
d. No. 100 sieve: 4 to 30 percent passing.
e. No. 200 sieve: 0 percent passing.

2.2 - ACCESSORIES

A. Geotextile Fabric: Non-biodegradable, woven, silt film.

PART 3 - EXECUTION

3.1 - EXAMINATION

A. Identify required lines, levels, contours, and datum locations.

B. Verify subdrainage, dampproofing, or waterproofing installation has been inspected.

3.2 - PREPARATION

A. Scarify and proof roll subgrade surface to a depth of 6 inches to identify soft spots.

B. Cut out soft areas of subgrade not capable of compaction in place. Backfill with fill as directed.

C. Compact subgrade to density equal to or greater than requirements for subsequent fill material.

D. Until ready to fill, maintain excavations and prevent loose soil from falling into excavation.

E. Compact base area under load bearing cribbing by lifting contractor.

F. Remove all existing building foundation components prior to placing fill.

3.3 - FILLING

A. Fill to contours and elevations indicated using unfrozen materials.

B. Fill up to subgrade elevations unless otherwise indicated.

C. Employ a placement method that does not disturb or damage other work.

D. Systematically fill to allow maximum time for natural settlement. Do not fill over porous, wet, frozen or spongy subgrade surfaces.

E. Maintain optimum moisture content of fill materials to attain required compaction density.

F. Granular Fill: Place and compact materials in equal continuous layers not exceeding 6 inches compacted depth.

G. Correct areas that are over-excavated.

1. Load-bearing foundation surfaces: Use structural fill, flush to required elevation, compacted to 95 percent of maximum dry density.

2. Other areas: Use granular fill, flush to required elevation, compacted to minimum 92 percent of maximum dry density.

3. Compaction Density Unless Otherwise Specified or Indicated:

a. Under paving, slabs-on-grade, and similar construction: 95 percent of maximum dry density.

b. At other locations: 92 percent of maximum dry density.

4. Reshape and re-compact fills subjected to vehicular traffic.

3.4 - FILL AT SPECIFIC LOCATIONS

A. Use general fill unless otherwise specified or indicated.

B. Fill at building:

1. Use structural fill below building footings and granular fill at all other areas..

2. Fill up to subgrade elevations.

3. Maximum depth per lift: 8" prior to compaction.

4. Compact to minimum percent of maximum dry density as directed.

C. Buried Utility Piping and Conduits in Trenches:

1. Bedding: Use structural fill.

2. Cover with general fill.

3. Fill up to existing grade elevation.

4. Maximum depth per lift: 12" prior to compaction.

5. Compact to minimum percent of maximum dry density as directed.

3.5 - TOLERANCES

A. Top Surface of General Filling: Plus or minus 1 inch from required elevations.

B. Top Surface of Filling Under Paved Areas: Plus or minus 1 inch from required elevations.

3.6 - FIELD QUALITY CONTROL

A. Perform compaction density testing on compacted fill in accordance with ASTM D1556, ASTM D2167, ASTM D2922, or ASTM D3017.

B. If tests indicate work does not meet specified requirements, remove work, replace and retest.

C. All expenses in connection with tests specified herein shall be borne by the Owner. The testing laboratory selected to conduct the tests shall be approved by the Owner and the Architect.

3.7 - CLEAN-UP

A. Leave unused materials in a neat, compact stockpile.

B. Remove unused stockpiled materials, leave area in a clean and neat condition. Grade stockpile area to prevent standing surface water.

C. Leave borrow areas in a clean and neat condition. Grade to prevent standing surface water.

3.8 – REMEDIAL WORK

A. At the completion of the work, patch lawn areas disturbed by the work of this Contract. Provide additional topsoil, regrade and reseed as required.

B. Patch paved areas disturbed by trenching with the same surface material removed. See additional requirements in Section 01500, cutting and patching.

END OF SECTION 02215

SECTION 02230 – CLEARING & GRUBBING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Protecting existing vegetation to remain.
2. Removing existing vegetation and shrubs shown on the plans.
3. Clearing and grubbing.
4. Stripping and stockpiling topsoil.
5. Removing above- and below-grade site improvements.
6. Temporary erosion- and sedimentation-control measures.

1.2 MATERIAL OWNERSHIP

A. Except for stripped topsoil and other materials indicated to be stockpiled or otherwise remain on Owner's property, cleared materials shall become Contractor's property and shall be removed from Project site.

1.3 PROJECT CONDITIONS

A. Traffic: Minimize interference with adjoining roads, driveways, parking areas, walks, and other adjacent occupied or used facilities during site-clearing operations.

1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from the Town of Groton and/or property owners.
2. Provide alternate routes around closed or obstructed traffic ways to the extent possible.

B. Salvable Improvements: Carefully remove items indicated to be salvaged or relocated and store on Owner's premises.

C. Utility Locator Service: Notify ‘Call Before You Dig’ prior to the construction effort.

D. Do not commence site clearing operations until erosion and sedimentation control measures are installed.

E. The following practices are prohibited within close proximity to trees to be preserved:

1. Storage of construction materials, debris, or excavated material.
2. Parking of vehicles or equipment.
3. Excavation unless otherwise indicated.
4. Attachment of signs to or wrapping materials around trees or plants unless otherwise indicated.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Erosion Control Materials: Shall meet all requirements of the 2002 Connecticut Guidelines for Soil Erosion and Sediment Control, and conform to the details provided in the Drawings.

PART 3 - EXECUTION

3.1 PREPARATION

A. Protect and maintain benchmarks and survey control points from disturbance during construction.

B. Locate, clearly identify, and protect trees, shrubs, and other vegetation to remain or to be relocated.

C. Protect existing site improvements to remain from damage during construction.

1. Restore damaged improvements to their original condition, as acceptable to Owner.

3.2 TEMPORARY EROSION AND SEDIMENTATION CONTROL

A. Provide temporary erosion- and sedimentation-control measures to prevent soil erosion and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways, according to the Drawings and requirements of authorities having jurisdiction.

B. Verify that flows of water redirected from construction areas or generated by construction activity do not create impacts outside the limits of construction.

C. Inspect, maintain, and repair erosion- and sedimentation-control measures during construction until permanent vegetation has been established.

D. Remove erosion and sedimentation controls and restore and stabilize areas disturbed during removal.

3.3 TREE AND PLANT PROTECTION

A. General: Protect trees and plants remaining on-site.

B. Repair or replace trees, shrubs, and other vegetation indicated to remain that are damaged by construction operations, in a manner approved by Architect.

3.4 EXISTING UTILITIES

A. Locate, identify, and disconnect utilities indicated to be removed or relocated.

1. Coordinate with applicable utility companies if necessary.

B. Interrupting Existing Utilities: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:

1. Notify Owner not less than four days in advance of proposed utility interruptions.
2. Do not proceed with utility interruptions without Owner's permission.

3.5 CLEARING AND GRUBBING

A. Remove obstructions, trees, shrubs, and other vegetation to permit installation of new construction.

1. Remove stumps and roots of shrubs to be removed.
2. Use care to protect trees to be saved.

B. Fill depressions caused by clearing and grubbing operations with satisfactory soil material unless further excavation or earthwork is indicated.

1. Place fill material in horizontal lifts not exceeding a loose depth of 8 inches, and compact each lift to 95% modified proctor density.

3.6 TOPSOIL STRIPPING

A. Remove sod and grass before stripping topsoil.

B. Strip topsoil in a manner to prevent intermingling with underlying subsoil or other waste materials.

C. Stockpile topsoil away from edge of excavations without intermixing with subsoil. Grade and shape stockpiles to drain surface water. Cover to prevent windblown dust and erosion by water.

3.7 SITE IMPROVEMENTS

A. Remove existing above- and below-grade improvements as indicated and necessary to facilitate new construction.

3.8 DISPOSAL OF SURPLUS AND WASTE MATERIALS

A. Remove surplus soil material, unsuitable topsoil, obstructions, demolished materials, and waste materials including trash and debris, and legally dispose of them off Owner's property.

3.9 Storm Drainage

A. Protect existing storm drainage structures to remain from damage during construction.

END OF SECTION 02230

SECTION 02374 – EROSION CONTROL

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Temporary erosion and sedimentation control materials and practices.

1.2 QUALITY ASSURANCE

A. Provide products of acceptable manufacturers which have been in satisfactory use in similar service for three years. Use experienced installers.

B. Comply with all governing codes and regulations including the 2002 Connecticut Guidelines for Soil Erosion and Sediment Control.

1.3 DELIVERY, STORAGE, AND HANDLING

A. Deliver, handle, and store materials in accordance with manufacturer's written instructions.

1.4 MAINTENANCE SERVICE

A. Maintain temporary erosion control measures until site is stabilized and accepted by the Engineer.

PART 2 - PRODUCTS

2.1 EROSION CONTROL MATERIALS

A. Silt Fencing:
1. Filter Fabric: Extra strength filter fabric (50 lbs/lin.in. min.), or a combination of standard strength (30 lbs/lin inch minimum) and 14 gauge woven wire fence.

2. Fence posts: 2”x2” pressure treated wood, minimum of 48” high.

B. Haybales: Haybales shall be composed of non-degraded straw in reasonable condition.

C. Filter Fabric; Filter Fabric for drywell grate wrap shall meet requirements for Silt Fencing Filter Fabric.

PART 3 - EXECUTION

3.1 GENERAL LAND CONSERVATION

A. All structural erosion and sediment control practices shall be placed prior to or as the first step in grading for all areas.

B. Permanent or temporary soil stabilization shall be applied to disturbed areas within 14 days after final grade is reached on any portion of the site.

C. Any disturbed area not stabilized with seeding, sodding, paving, or built upon by November 1st, or areas disturbed after that date, shall be mulched immediately with hay or straw at the rate of 2 tons per acre and over-seeded by April 15th.

D. At the completion of construction, and establishment of vegetation, all temporary sediment controls shall be removed.

3.2 EROSION CONTROL

A. Provide straw bales and silt fencing in areas shown on the plans, or in other areas deemed as potential erosion locations.

B. Silt fencing shall be placed down-gradient of construction areas, as necessary, to control sediment and minimize erosion until turf is established.

3.3 SILT FENCING

A. Set posts maximum ten feet (10’) apart. Angle posts approximately 5 degrees upslope.

B. Excavate a 6”x6” trench upslope and along the line of posts.

C. Staple wire fencing to upslope side of posts, if applicable.

D. Attach filter fabric to wire fence or upslope side of posts and extend fabric into trench. Top of fabric is to be a minimum of 30” above ground level.

E. Backfill and compact excavated soil.

3.4 MAINTENANCE

A. All erosion and sediment control measures shall be checked weekly and within 24 hours after each rainfall to assure that the measures are functioning adequately. Sediment that is collected will be distributed on the protected portion of the site and stabilized.

B. All stockpiles of earth and topsoil shall be protected with temporary seeding, erosion control fence around the entire perimeter, or other means to prevent erosion.

3.5 SILT FENCE

A. Silt fences and filter barriers shall be inspected immediately after each rainfall, at least daily during prolonged rainfall, and weekly during other periods. Any required repairs shall be made immediately.

B. Should the fabric on a silt fence or fabric barrier decompose or become ineffective and the barrier is still necessary, it shall be replaced immediately.

C. Sediment deposits should be removed after each storm event. They must be removed when deposits reach approximately one-half the height of the barrier.

D. For any sediment deposits remaining after the silt fence or filter barrier is no longer required, the sediment shall be spread, dressed, and seeded to conform to the surrounding area.

END OF SECTION 02374

SECTION 02750 – CONCRETE PAVEMENT

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Concrete Walks

1.2 SUBMITTALS

A. Submittals:

   1. Design Mixtures: For each concrete paving mixture. Include alternate design mixtures when characteristics of materials, Project conditions, weather, test results, or other circumstances warrant adjustments.

   2. Joint Filler: Include manufacturer's product data sheet.

1.3 QUALITY ASSURANCE

A. Ready-Mix-Concrete Manufacturer Qualifications: A firm experienced in manufacturing ready-mixed concrete products and that complies with ASTM C 94/C 94M requirements for production facilities and equipment.

B. ACI Publications: Comply with ACI 301 (ACI 301M) unless otherwise indicated.

PART 2 - PRODUCTS

2.1 CONCRETE MATERIALS

A. Cementitious Material: Use the following cementitious materials, of same type, brand, and source throughout Project:

1. Portland Cement: Shall meet CT DOT Form 816 M.03.01.

   a. Fly Ash: Shall meet CT DOT Form 816 M.03.01 13(a)

B. Normal-Weight Aggregates: Shall meet CT DOT Form 816 M.03.01 1&2.

C. Water: Potable and complying with CT DOT Form 816 M.03.01 4.

D. Air-Entraining Admixture: Shall meet CT DOT Form 816 M.03.01 9 (a).

E. Chemical Admixtures: Shall meet CT DOT Form 816 M.03.01 9

F. Joint Filler for Sidewalk Expansion Joint Repair: Sikaflex-2C SL Two-component, self-leveling, polyurethane elastomeric sealant. Or approved equal.

2.2 CURING MATERIALS

A. Curing Materials: Shall meet CT DOT Form 816 M.03.01 10

2.3 CONCRETE MIXTURES

A. Concrete Mixtures: shall meet CT DOT Form 816 M.03.01 Class ‘C’.

2.4 CONCRETE MIXING

A. Ready-Mixed Concrete: shall meet CT DOT Form 816 M.03.01.

PART 3 - EXECUTION

3.1 EXAMINATION AND PREPARATION

A. Proof-roll prepared subbase surface below concrete walks, pads, etc. Identify soft pockets and areas of excess yielding.

B. Remove loose material from compacted subbase surface immediately before placing concrete.

3.2 EDGE FORMS AND SCREED CONSTRUCTION

A. Set, brace, and secure edge forms, bulkheads, and intermediate screed guides to required lines, grades, and elevations. Install forms to allow continuous progress of work and so forms can remain in place at least 24 hours after concrete placement.

B. Clean forms after each use and coat with form-release agent to ensure separation from concrete without damage.

3.3 JOINTS

A. General: Form construction, isolation, and contraction joints and tool edges true to line, with faces perpendicular to surface plane of concrete. Construct transverse joints at right angles to centerline unless otherwise indicated.

B. Construction Joints: Set construction joints at side and end terminations of paving and at locations where paving operations are stopped for more than one-half hour unless paving terminates at isolation joints.

C. Isolation Joints: Form isolation joints of preformed joint-filler strips abutting concrete curbs, catch basins, manholes, inlets, structures, other fixed objects, and where indicated.

D. Contraction Joints: Form weakened-plane contraction joints, sectioning concrete into areas as indicated. Construct contraction joints for a depth equal to at least one-fourth of the concrete thickness.

E. Edging: After initial floating, tool edges of paving, gutters, curbs, and joints in concrete with an edging tool to a 1/4-inch (6-mm) radius. Repeat tooling of edges after applying surface finishes. Eliminate edging-tool marks on concrete surfaces.

3.4 CONCRETE PLACEMENT

A. Moisten subbase to provide a uniform dampened condition at time concrete is placed.

B. Comply with CT DOT Form 816 M.03.01 requirements for measuring, mixing, transporting, placing, and consolidating concrete.

C. Deposit and spread concrete in a continuous operation between transverse joints. Do not push or drag concrete into place or use vibrators to move concrete into place.

D. Screed paving surface with a straightedge and strike off.

E. Commence initial floating using bull floats or darbies to impart an open-textured and uniform surface plane before excess moisture or bleed water appears on the surface. Do not further disturb concrete surfaces before beginning finishing operations or spreading surface treatments.

3.5 FLOAT FINISHING

A. General: Do not add water to concrete surfaces during finishing operations.

B. Float Finish: Begin the second floating operation when bleed-water sheen has disappeared and concrete surface has stiffened sufficiently to permit operations. Float surface with power-driven floats or by hand floating if area is small or inaccessible to power units. Finish surfaces to true planes. Cut down high spots and fill low spots. Refloat surface immediately to uniform granular texture.

1. Burlap Finish: Drag a seamless strip of damp burlap across float-finished concrete, perpendicular to line of traffic, to provide a uniform, gritty texture.
2. Medium-to-Fine-Textured Broom Finish: Draw a soft-bristle broom across float-finished concrete surface perpendicular to line of traffic to provide a uniform, fine-line texture.
3. Medium-to-Coarse-Textured Broom Finish: Provide a coarse finish by striating float-finished concrete surface 1/16 to 1/8 inch (1.6 to 3 mm) deep with a stiff-bristled broom, perpendicular to line of traffic. Match finish texture to existing concrete to remain adjacent to new sidewalks.

3.6 CONCRETE PROTECTION AND CURING

A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures.

B. Comply with ACI 306.1 for cold-weather protection.

C. Evaporation Retarder: Apply evaporation retarder to concrete surfaces if hot, dry, or windy conditions cause moisture loss approaching 0.2 lb/sq. ft. x h (1 kg/sq. m x h) before and during finishing operations. Apply according to manufacturer's written instructions after placing, screeding, and bull floating or darbying concrete but before float finishing.

D. Begin curing after finishing concrete but not before free water has disappeared from concrete surface.

E. Curing Methods: Cure concrete in accordance with CT DOT Form 816 M.03.01 10.

3.7 REPAIRS AND PROTECTION

A. Remove and replace concrete sidewalk that is broken, damaged, or defective or that does not comply with requirements in this Section. Remove work in complete sections from joint to joint unless otherwise approved by Engineer.

B. Protect concrete sidewalks from damage.

C. Maintain concrete sidewalks free of stains, discoloration, dirt, and other foreign material. Sweep sidewalks not more than two days before date scheduled for substantial completion inspections.

END OF SECTION 02750

SECTION 02900 – LAWN & PLANTING RESTORATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Special Conditions and Division 1 Specification Sections, apply to work of this Section.

1.2 WORK INCLUDED:

A. Furnish and install loam and grass seed as required to repair and restore grass areas disturbed by the work of this contract.

1.3 SUBMITTALS

A. Submit grass seed analysis.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Loam: Clean natural agricultural soil capable of sustaining healthy growth. Soil shall be porous enough to permit adequate aeration and drainage. Soil shall be relatively free of subsoil, stones, roots, debris, trash and other foreign materials. Use loam stripped from site and provide additional loam from off site as required.

B. Grass Seed:

1. Analysis:

   70% “Kentucky 31” fescue with 98% purity and 90% germination.

   15% “Kentucky Bluegrass” with 97% purity and 70% germination.

   15% “Creeping Red Fescue” or “Chewing’s Fescue” with 98% purity and 75% germination.

2. Grass seed shall be fresh, clean, and of latest crop. Deliver seed in unopened containers bearing date and guaranteed analysis, or submit certificate of date and analysis.

PART 3 - EXECUTION

3.1 PREPARATION AND SEEDING

A. Spread loam to compacted depth of 6” or greater.

B. Rake out clods, stones, roots, debris and trash. Largest size of remaining foreign material shall be ¾” diameter.

C. Rake loam smooth.

D. Distribute seed at rate of 5 pounds per 1000 square feet with mechanical seeder on calm day. Seed 50% - 50% at right angles. Seed when weather and ground conditions are proper.
   1. Seeding seasons:
      From August 15 to October 15
      From March 15 to May 1

E. Rake and lightly water seeded loam.

F. In place of dry seeding, hydroseeding may be used. Rate of application shall be the same as specified for dry seeding.

G. Prevent erosion. In areas subject to erosion, stake soil stabilization mat within topsoil. Stakes shall be as recommended by Enka Building Products/Colbond. Alternate methods of preventing erosion may be used if approved by Architect.

3.2 PREPARATION

A. Prevent construction traffic from crossing grass areas.

B. Water grass lightly and frequently until healthy stand of grass is established.

C. Perform maintenance of grass. Water, regrade, reseed and otherwise maintain grass so as to produce healthy uniform lawn.

END OF SECTION 02900

SECTION 06200 - FINISH CARPENTRY

PART 1 - GENERAL

1.1 - RELATED DOCUMENTS

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

1.2 - WORK INCLUDED

A. Furnish and install all new interior woodwork exposed to view as shown on the Drawings and as specified herein.

1.3 - RELATED WORK SPECIFIED ELSEWHERE

A. Wood doors are specified in Section 08200.

B. Painting is specified in Section 09900.

PART 2 - PRODUCTS

2.1 - MATERIALS AND FABRICATION

A. The "Quality Standards" of the Architectural Woodwork Institute (AWI) is hereby incorporated by reference.

B. Standing & running trim for opaque finish:

1. Quality Grade: "Custom" as defined by AWI.

2. Species: Clear white pine.

3. Profile: Match existing, or as shown on the Drawings.

PART 3 - EXECUTION

3.1 - WORKMANSHIP

A. Install finish carpentry in a manner consistent with specified quality of manufacturer, and/or acceptable standards of good practice. Distribute allowed defects to best over-all advantage.

B. Jointing: Produce joints which are true, tight and well nailed. Make joints to conceal shrinkage. Install trim in pieces as long as possible, jointing only where solid support is obtained.

1. House or cope interior corners.

2. Blind miter exterior joints.

3. Miter or scarf end-to-end joints.

C. Fastening:

1. Install items straight, true, level, plumb, and firmly anchored in place.

2. Where blocking or backing is required, coordinate as necessary with other trades to ensure placement of required backing and blocking in a timely manner.

3. Nail trim with finish nails of proper dimension to hold the member firmly in place without splitting the wood.

4. On exposed word, set nails for putty.

5. Screw, do not drive, wood screws; except that screws may be started by driving and then screwed home.

3.2 – FINISHING

A. Sandpaper finished wood surfaces thoroughly as required to produce a uniformly smooth surface, always sanding in the direction of the grain, except do not sand wood which is designed to be left rough.

B. No coarse grained sandpaper mark, hammer mark, or other imperfection will be accepted.

C. Fill cracks in existing wood trim with an approved filler material. Sand smooth to match existing lines and profile prior to painting.

END OF SECTION 06200

SECTION 07150 - DAMPPROOFING

PART 1 - GENERAL

1.1 - RELATED DOCUMENTS

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

1.2 - WORK INCLUDED

A. Furnish and install vapor barrier under all new concrete slabs/crushed stone floor areas on grade.

B. Furnish and install infiltration barrier (sheathing wrap) under all new vinyl siding.

C. Furnish and install flexible membrane flashing at all new window sills.

1.3 - RELATED WORK SPECIFIED ELSEWHERE

A. Building insulation is specified in Section 07200.

B. Vinyl siding is specified in Section 07460.

PART 2 - PRODUCTS

2.1 - MATERIALS

A. Vapor Barriers:

1. Sub-slab/Sub-stone Vapor barriers: 10 mil thickness Polyethylene.

B. Infiltration Barrier (Sheathing wrap): "Tyvek Home Wrap" as manufactured by Dupont or approved equal.

C. Self-adhering flexible membrane flashing: “Vycor” as manufactured by W.C. Grace Co., or approved equal.

PART 3 - EXECUTION

3.1- INSTALLATION OF SUB-SLAB/SUB-STONE VAPOR BARRIER

A. Install vapor barrier over compacted fill prior to pouring concrete floor slab or installation of crushed stone floor surfaces. Do not install more material than will be covered on a given day.

B. Minimum lap 6" at joints. Seal all joints as recommended by barrier manufacturer.

C. Avoid tearing. Patch tears with pieces of vapor barrier lapping tear 6" in all directions. Tape patches in place. Tape around all penetrations through vapor barrier.

3.2 - INSTALLATION OF INFILTRATION BARRIER

A. Install infiltration barrier (Sheathing wrap) on outside of new exterior wall sheathing (new construction only) directly below new vinyl siding. Lap horizontal joints upper outside lower, at least 12", and lap vertical joints at least 12". Tape joints. Tape tightly to protrusions. At windows, doors, and other openings, tape infiltration barrier over head and jamb flashings and under sill flashings. Install infiltration barrier to form complete waterproof, windproof film outside sheathing. Hold infiltration barrier in place using sharp pointed nails with broad plastic heads.

B. After infiltration barrier has been installed, notify Architect for inspection before covering infiltration barrier, and perform hose testing to demonstrate that infiltration barrier is waterproof. Tape rips that occur in infiltration barrier.

C. At all window sills, install flexible membrane flashing. Install in accordance with manufacturer's instructions. Lap over sheathing wrap 8", full width of opening, turning continuous membrane vertically 4” minimum at each jamb.

END OF SECTION 07150

SECTION 07200 - INSULATION

PART 1 - GENERAL

1.1 - RELATED DOCUMENTS

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

1.2 – WORK INCLUDED

A. Furnish and install insulation of the types, thicknesses and R values, as shown on the Drawings and specified herein.

1.3- RELATED WORK SPECIFIED ELSEWHERE

A. Gypsum wallboard is specified in Section 09250.

PART 2 - PRODUCTS

2.1 – GENERAL REQUIREMENT

A. All batt, blanket, and fill materials specified in this Section shall conform to the requirements of ASTM E84 as follows:

1. Where exposed as installed in rooms or spaces, including attics, and crawl spaces, shall have a flame spread rating of 25 or less and a smoke-developed rating of 450 or less.

2. Where concealed as installed shall have a flame spread of 75 or less and a smoke-developed rating of 450 or less.

2.2 – MATERIALS

A. Batt Insulation: “EcoTouch Pink Fiberglas” insulation as manufactured by Owens Corning, foil-faced or unfaced, thickness and/or R values as shown on the Drawings.

B. Rigid Foam Insulation: “Foamular High-R CW Plus” extruded polystyrene rigid foam insulation board as manufactured by Owens Corning. Thickness and/or R values as shown on the Drawings.

PART 3 - EXECUTION

3.1 – INSTALLATION OF BATT INSULATION

A. Install batt insulation between joists and studs of all new construction and elsewhere as shown on the Drawings to form an unbroken blanket. Fit insulation tightly around and behind obstructions. Install tightly edge to edge. At eaves, provide manufactured inserts or baffles to hold insulation tight to interior finish.

1. Always install foil face (vapor barrier) of insulation facing **warm side** of floor or wall system being insulated.

2. Where there is plumbing in exterior walls, install insulation only on the cold side of the piping; do not install insulation on the warm side of the piping.

3.2 – INSTALLATION OF BOARD INSULATION

A. Rim joists, headers: Provide rigid foam insulation board of the thicknesses/R value shown at rim joists of each floor level, in door & window headers, and elsewhere as shown on the Drawings.

END OF SECTION 07200

SECTION 07310 - FIBERGLASS BASED ASPHALT SHINGLES

PART 1 - GENERAL

1.1 - RELATED DOCUMENTS

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

1.2 - WORK INCLUDED

A. Provide all materials, labor, equipment and services necessary to furnish, deliver and install asphalt shingle roofing and related work as required by the Drawings and/or herein specified, generally as follows:

1. Asphalt shingle roofing on all roofs of new building additions, and re-roofed areas of existing roof as shown on the Drawings.

2. Felt underlayment under all new asphalt roofs.

3. Ice and water barrier at all new eaves, all new valleys and elsewhere as shown.

1.3 - RELATED WORK SPECIFIED ELSEWHERE

A. Flashing is specified in Section 07600.

B. Gutters and leaders are specified in Section 07630.

1.4 - REFERENCES

A. The National Roofing Contractors Association Roofing and Waterproofing Manual, "Steep Roofing" section, is hereby incorporated by reference. Contractor shall be familiar with this reference, and a copy shall be on the job.

B. Follow roof shingle manufacturer's recommendations unless they are less stringent than these specifications. If roof shingle manufacturer's recommendations prohibit parts of these Specifications, notify Architect.

1.5 – SUBMITTALS

A. Samples: Submit samples of asphalt shingles for matching existing roofing.

B. Certificate: Furnish manufacturer's certification that asphalt shingles furnished meet or exceed the requirements of this section.

C. Manufacturer's Literature: Material description and recommended installation procedures.

D. Manufacturer's Warranty.

1.6 - DELIVERY, STORAGE & HANDLING

A. Deliver materials with manufacturer's labels intact and legible.

B. Deliver materials in sealed packages with Underwriters Laboratories, Inc. labels.

C. Store materials on raised platforms and protect with coverings at outdoor locations.

D. Do not stack bundles of shingles more than 4 high.

E. Store rolled goods on end.

1.7 - WARRANTY

A. The asphalt roof shingle shall be guaranteed against material defects for a period of 30 years minimum by the manufacturer.

PART 2 - PRODUCTS

2.1 - ASPHALT ROOF SHINGLES

A. Self-sealing “Architectural” style fiberglass shingles, UL Class "A", Standard Weight: Mineral-surfaced, self-sealing, 3-tab asphalt fiberglass strip shingles complying with ASTM D 3018, bearing UL Class "A" external fire exposure label and UL "Wind Resistant" label, with thirty (30) year warranty. Color, texture, and style shall match existing. Basis of Design: GAF “Timberline”. Subject to compliance with requirements of the Contract, equal products from one of the following manufacturers may also be acceptable:

1. CertainTeed.

2. Owens – Corning.

2.2 - OTHER MATERIALS

A. Underlayment: Manufacturer's recommended fiberglass-reinforced asphalt-saturated roofing felt underlayment conforming to the requirements of ASTM D226, Type 1, or ASTM D4869, Type 1, and manufactured for use as fiberglass-asphalt shingle underlayment. Product shall be GAF "Shingle-Mate" or equivalent by same manufacturer as shingles.

B. Nails: Aluminum or hot-dip galvanized, minimum 12 gauge, sharp pointed conventional roofing nails with barbed shanks, 3/8” diameter head. Nails length shall be of sufficient length to penetrate minimum ¾” into sheathing.

C. Eave Flashing (Ice & Water Barrier): GAF "Weatherwatch" or equivalent by same manufacturer as shingles, 36" wide rolls to dimensions indicated on drawings.

D. Metal Rake and Drip Edge: Minimum .024" thick aluminum sheet as manufactured by Alcoa, or approved equal, with 3" roof deck flange, and 1-1/2" fascia flange and 3/8" drip at lower edge. Furnish in 8' or 10' lengths. Color shall be white.

E. Ridge Ventilator: V-600 E Ridge Vent as manufactured by Cor-A-Vent, or approved equal.

F. Soffit Vents: S-400 Strip Vent as manufactured by Cor-A-Vent, or approved equal. Color: White.

G. Roof Cement: Complying with ASTM D 4586.

H. Provide auxiliary products such as rubber-metal boots for flashing vents and other penetrations. Such products shall be manufactured by the shingle manufacturer or recommended by them.

PART 3 - EXECUTION

3.1 - PREPARATION

A. Assure the surfaces to which shingles are to be applied are uniform, smooth, sound, clear, dry and free of irregularities. Do not start shingle installation until all unsatisfactory conditions are corrected. The installation of shingles shall represent the acceptance of existing conditions by the installer.

B. When the outside temperature is expected to be 40 degrees or below, the shingles shall be warmed sufficiently so as to prevent cracking. All cracked or damaged shingles shall be discarded as debris.

C. All demolition materials shall be legally disposed of off-site, at the Contractor's expense including all disposal fees and permits.

D. Inspect all existing sheathing, fascias, soffits and framing for damage (rotting, delaminating, structural impairments) and notify the Architect in writing.

3.2 - INSTALLATION

A. Coordinate work with flashings specified in Section 07600 and work specified in Divisions 15 and 16 which passes through roof. Build in flashings for mechanical and electrical work.

B. Apply materials generally in the following order:

1. Apply eave flashings. At bottom edge turn eave flashing material over and down wall to the bottom of the gutter or to the bottom of the metal drip or fascia. Install eave flashings to extend from the eaves up the roof slope to a point 24" or more inside and above the projected interior plane of the exterior wall of the building, measured on the slope. Within 8'-0" of dormers and at dormers, extend eave flashings up the roof slope to a point 48" or more inside and above the projected interior plane of the exterior wall of the building. Apply eave flashing material up valleys, 33" to both side of valleys. If roof slope is less than 6:12, extend eave flashing material 48" to both sides of valleys. Lap flashing 6", and seal laps.

2. Apply metal fascia or metal eave drips.

3. Apply underlayment over all roof surfaces, including over eave and valley flashings down to the edge. Lap joints 12", the upper over the lower. Apply patches where underlayment is cut, broken, or fitted around penetrations. Tape patches and all penetration and edge joints.

4. At valleys, weave underlayment.

5. At intersections between sloped roof and walls, install metal step flashing as recommended by SMACNA. Lower flashings shall extend 5" or more out between shingles, and shall extend 5" or more up wall, behind siding.

6. At eaves for which gutters are indicated, install gutter hangers. Install gutter hangers before installing shingles, so that hangers are under shingles. Install gutter hangers so that gutter will slope downward toward drains. If slope toward drains is not possible, notify Architect and modify installation as directed.

7. Install shingles as recommended by manufacturer. Apply six nails per shingle. If the temperature and season at the time of installation are not such that self-sealing shingles will bond, warm them with hot air gun and press them to adhere self-sealing material, or apply mastic and press shingles into it to adhere them.

8. At ridges install ventilators as shown on the Drawings.

9. Make all shingles, including lowest courses and rake shingles, tight to the wind.

10. Follow manufacturer's instructions for installation of starter shingles to ensure that there are self-sealing strips under the butts of the lowest courses of shingles. This may require removing tabs from shingles. In addition to following manufacturer's and reference recommendations, set lowest two courses of shingles with full bed of roof cement between all layers.

11. In addition to following manufacturer's and reference recommendations, set rake shingles with full bed of roof cement between all layers, 12" wide.

12. If the shingles are not effectively self-sealed within 1 month of installation provide a bed of roof cement or "Blackjack" asphalt sealant to hold them.

13. Flatten all shingles which do not naturally lie flat, and cement them in place. Note that fiberglass shingles do not always flatten by themselves.

END OF SECTION 07310

SECTION 07460 - VINYL SIDING

PART 1 - GENERAL

1.1 - RELATED DOCUMENTS

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

1.2 - WORK INCLUDED

A. Furnish and install vinyl siding, including soffits and all accessories as shown on the Drawings.

1.3 - RELATED WORK SPECIFIED ELSEWHERE

A. Sheathing Wrap is specified in Section 07150.

B. Gutters and downspouts are specified in Section 07630.

1.4 - SUBMITTALS

A. Submit selected manufacturer's range of standard colors for verification of color selection. In general, color shall match existing siding.

1.5 - WARRANTY

A. Provide a 50 year non-prorated warranty of material quality and color stability from selected manufacturer.

PART 2 - PRODUCTS

2.1 - ACCEPTABLE MANUFACTURERS

A. Basis of Design: “Classic” as manufactured by CertainTeed Corp. Subject to compliance with the requirements of the Contract, equal products by one of the following manufacturers may also be acceptable when approved in advance by the Architect:

1. Alcoa Building Products.

2. Georgia-Pacific Corp.

3. Mastic

4. Wolverine Technologies.

2.2 - SIDING MATERIALS

A. Solid vinyl siding, soffit, and accessories are extruded Poly Vinyl Chloride compound as defined in ASTM D3670, "Standard Specification for PVC Siding".

1. All vinyl siding material shall have a flame spread rating of 20 or less.

B. Horizontal siding panels shall match existing texture and exposure. Provide weep holes in the shadow leg of the bottom panel, thus allowing the wall to "breathe" and also permit condensation and water vapor to escape from the wall.

C. Soffit panels: Provide corrugated PVC soffit panels, perforated (ventilated) and non-perforated, where indicated on the Drawings. Provide panels from same manufacturer as horizontal siding. Color: match siding.

D. Finish - Vinyl Siding shall be produced from PVC Compound containing quality color pigments to provide color throughout thickness of siding. Close control of color and gloss shall be maintained to provide for an attractive, weatherable surface.

2.3 - SIDING ACCESSORIES

A. Provide standard or custom accessory and trim shapes as shown on the Drawings or as required.

1. All accessories used with vinyl siding shall be produced from the same quality PVC compound as used for siding, by the same manufacturer.

PART 3 - EXECUTION

3.1 - PREPARATION

A. Before starting work, verify governing dimensions at building. Examine, clean, and repair, if necessary, any adjoining work on which this work in anyway is dependant for its proper installation.

3.2 - INSTALLATION

A. Install vinyl siding in accordance with the requirements and recommendations of "Rigid Vinyl Siding Application", published by the Society for the Plastics Industry, and manufacturer's printed installation instructions.

END OF SECTION 07460

SECTION 07600 - FLASHING AND SHEET METAL

PART 1 - GENERAL

1.1 - RELATED DOCUMENTS

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

1.2 - RELATED WORK SPECIFIED ELSEWHERE

A. Fiberglass based asphalt shingles are specified in Section 07310.

B. Gutters & leaders are specified in Section 07630.

C. Sealants are specified in Section 07900.

PART 2 - PRODUCTS

2.1 - FLASHING MATERIALS

A. For use in Contact with Concrete or Concrete Masonry Units: Galvanized sheet metal. Thickness: 24 gauge.

B. For use in wrapping exterior wood trim, fasciae, and rake boards: Aluminum, 0.032” thick. Color/finish: As selected by Architect.

C. For all other uses: Aluminum, 0.027" thick. Color/finish: As selected by Architect.

2.2 - ACCESSORIES

A. Fasteners: Use broad-head deformed shank roofing nails for nailing, and use screws, pop-rivets, and other fasteners where appropriate. Use double galvanized or stainless steel fasteners to fasten galvanized steel. Use double galvanized or aluminum fasteners to fasten aluminum. Use of improper fasteners shall be cause for rejection of the work.

B. Solder: ASTM B32, of grade recommended for metal being specified.

C. Sealant: See Section 07900.

PART 3 - EXECUTION

3.1 - INSTALLATION, GENERAL

A. Unless shown otherwise, installation of sheet metal work shall conform to the recommendations of "Roofing and Waterproofing Manual", published by the National Roofing Contractors Association (NRCA), and "Architectural Sheet Metal Manual", published by Sheet Metal and Air Conditioning Contractors National Association, Inc. (SMACNA).

B. Wherever metal comes in contact with dissimilar metals, insulation shall be provided between same consisting of a layer of 15 lb. saturated roofing felt bonded in mastic, or the surfaces in contact shall be given a coat of bituminous base paint.

END OF SECTION 07600

SECTION 07630 - GUTTERS AND LEADERS

PART 1 - GENERAL

1.1 - RELATED DOCUMENTS

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

1.2 – WORK INCLUDED

A. Furnish and install new gutters and leaders at all new roof eaves.

B. Furnish and install new extensions to existing leaders affected by house lift.

1.3 - RELATED WORK SPECIFIED ELSEWHERE

A. Fiberglass based asphalt shingles are specified in Section 07310.

B. Vinyl siding is specified in Section 07460.

C. Flashing and sheet metal are specified in Section 07600.

1.4 - REFERENCES

A. Unless shown otherwise, standard details shall conform to the recommendations of "Architectural Sheet Metal Manual", published by Sheet Metal and Air Conditioning Contractors' National Association, Inc.

PART 2 - PRODUCTS

2.1 – GUTTERS

A. Gutters shall be an “OGEE” or “K” style gutter fabricated from 0.032” thick aluminum. Finish shall be baked on enamel. Color shall match existing.

B. All miscellaneous items shall be the manufacturer’s standard including end caps, corners, fasteners, gutter straps, and support brackets.

2.2 – LEADERS

A. Leaders shall be a rectangular, corrugated leaders fabricated from 0.032” thick aluminum. Finish shall be baked on enamel. Color shall match existing.

PART 3 - EXECUTION

3.1 - GENERAL REQUIREMENTS

A. All metal work shall be fabricated and installed in accordance with details shown on the Drawings unless otherwise recommended by the gutter and leader manufacturers. Details shown on the Drawings shall be considered typical and shall apply for all similar conditions or features where not otherwise shown. Where details are not shown and typical details do not apply, details of the work shall comply with reference standard stated in 1.4 above.

B. Adequate provisions shall be made in all metal work to compensate for thermal expansion and contraction. Provide expansion joints where required as directed by the material's manufacturer.

C. Wherever metal comes in contact with dissimilar metals, insulation shall be provided between same consisting of a layer of 15 lb. saturated roofing felt bonded in mastic, or the surfaces in contact shall be given a coat of bituminous base paint or elastic cement.

D. Surfaces upon which metal will be applied shall be made smooth, free from projections and depressions, and surface irregularities.

E. All fasteners proposed shall be corrosion and rust resistant and electrolytically compatible with material being fastened.

3.2 – INSTALLATION

A. Install gutters at all new roof eaves and elsewhere as indicated. Slope all gutters not less than 1/16" per foot toward downspouts locations. Place gutter to allow snow and ice to slide clear; vary with roof pitch. Install gutters with adjustable hangers fastened directly to the roof sheathing under the shingles. Typical spacing to be 3'-0" o.c., maximum. Reduce spacing to 2'-0" o.c. maximum on north exposure and other areas where ice and snow may accumulate. In all instances, hangers shall be uniformly spaced.

B. Secure leaders plumb by use of matching strap anchors. Fasten strip anchors using corrosion resistant machine driven screws of sufficient length to fully penetrate exterior sheathing. Secure at top, bottom, and at a maximum spacing of 8'-0" o.c. or minimum of two anchors per piece. Provide eave offsets and drainage shoes where required.

C. Provide expansion joints at 40'-0" maximum. At expansion joints, provide concealed joint covers. Prior to installing joint covers, provide a bead of caulking on each side of the expansion joint.

D. All work shall be installed so that it is water-tight and free from visible waves, buckles, cracks, tool marks, dirt, stain and other defects of materials and workmanship which would affect its strength, durability and appearance.

END OF SECTION 07630

SECTION 07900 - SEALANTS

PART 1 - GENERAL

1.1 - RELATED DOCUMENTS

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

1.2 - WORK INCLUDED

A. Caulk all new openings in exterior walls, including doors, windows, mechanical openings, and control joints and elsewhere as shown. Caulk both inside and outside.

B. The required interior applications of sealant work include, but are not necessarily limited to the following general locations:

1. New sound sealed and waterproof joints.
2. New joints between metal door frames and other finished surfaces.
3. New joints between wood frames or wood trim and other finished surfaces.

1.3 - RELATED WORK SPECIFIED ELSEWHERE

A. Finish Carpentry is specified in Section 06200.

B. Vinyl Windows are specified in Section 08550.

1.4 - SUBMITTALS

A. Submit manufacturer's color charts for color selection.

1.5 - DELIVERY, STORAGE AND HANDLING

A. Do not retain at the job site material which has exceeded the shelf life recommended by its manufacturer.

1.6 - PROJECT/SITE CONDITIONS

A. Apply sealants only to dry surfaces.

B. Do not apply sealants when temperature is below 40 degrees F. or less than 46 degrees F. and falling.

PART 2 - PRODUCTS

2.1 - MATERIALS

A. General Exterior sealant: 1-Part type silicone joint sealant complying with Federal Specification TT-S-001543A, Dow Corning 790 Silicone Building Sealant. Equal products by Pecora or General Electric are also acceptable. Color: As selected by the Architect.

B. Sealant for use in filling interior cracks at door and window trim, countertops, wood base, etc.: Acrylic Latex Caulk (ASTM C384) suitable for painting. Color: white.

C. Joint Backing: Rod stock compatible with sealant being used, size as required.

PART 3 - EXECUTION

3.1 - INSPECTION

A. Prior to application of sealants, the Contractor shall examine the surfaces of the work to which sealants will be applied. Correct conditions detrimental to timely and proper completion of the Work. Do not proceed until unsatisfactory conditions are corrected.

3.2 - PREPARATION

A. Bonding surfaces on both new and remedial jobs must be clean, dust and frost free. Solvent wipe the surfaces using a clean oil-free rag saturated with solvent compatible with surface being cleaned, as recommended by sealant manufacturer. Do not flood surfaces with more solvent than necessary.

B. Do not clean surfaces with soap, detergent or any water-based cleaner. Make sure that apparently clean surfaces are not covered with a thin film of construction dust.

3.3 - APPLICATION

A. Apply joint backing to joints open in back or over 1/2" deep. Compress backing so as to form a firm stop which will resist sealant pressure.

B. Sealants shall be installed with either a hand operated or air-operated caulking gun with sufficient pressure to completely fill voids and joints solidly. Extreme care shall be taken to prevent smearing onto adjacent surfaces. Material shall be heated as recommended by the manufacturer. Joints shall have a neat, uniform, slightly concave appearance.

C. All sealant work shall strictly conform to the sealant manufacturer's technical instructions for surface preparation and application procedures to accomplish a weathertight seal.

D. Tool joints within 10 minutes of application. If masking tape is used, remove tape before a surface skin begins to form.

E. After applying the sealant and after a "skin" has formed, do not disturb the joint for 48 hours.

3.4 - REMEDIAL WORK AND LIMITATIONS

A. Should sealant not completely fill or fully adhere to intended surfaces on first pass, remove bead and reapply. Do not apply successive beads to fill opening or obtain adhesion.

B. If cleaning solvents stain, abrade, or otherwise damage adjacent materials or surfaces, all repair, replacement, etc. shall be performed at no additional cost.

3.5 - CLEAN UP

A. Completely remove excesses, spillage, "tails", and properly dispose of same; use solvents recommended by manufacturer of sealant being applied.

B. Select solvents that are compatible with surfaces being cleaned.

END OF SECTION 07900

SECTION 08200 - WOOD DOORS

PART 1 - GENERAL

1.1 - RELATED DOCUMENTS

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

1.2 – WORK INCLUDED

A. Furnish and install pre-hung interior swinging doors and bi-fold doors, complete with hardware, of the types and sizes shown on the Drawings and specified herein.

1.3 - RELATED WORK SPECIFIED ELSEWHERE

A. Standing & running trim is specified in Section 06200.

B. Gypsum wallboard is specified in Section 09250.

C. Painting is specified in Section 09900.

1.4 - SUBMITTALS

A. Submit manufacturer's descriptive information.

B. Submit manufacturer's written warranty described in 1.6 below.

1.5 - DELIVERY STORAGE & HANDLING

A. Store doors at the building site under cover. If the door wrapper becomes wet, remove immediately. Store vertically with the least possible angle. Do not stack horizontally. Avoid subjecting component parts to crushing or torqueing.

1.6 - WARRANTY

A. Provide manufacturer's limited five (5) year warranty.

PART 2 - PRODUCTS

2.1 – INTERIOR HOLLOW CORE WOOD DOORS

A. Interior bi-fold panel doors:

1. Hollow core 6-panel doors with molded wood fiber face panels, ready for paint finish as manufactured by Jeld-Wen or approved equal.

2. Hollow core 6-panel door with hardboard/masonite face panels, ready for paint finish.

B. Interior flush doors:

1. Hollow core pre-hung door with molded wood fiber face panels, ready for paint finish as manufactured by Jeld-Wen or approved equal.

2. Hollow core flush panel door with hardboard/masonite face panels, ready for paint finish.

C. Use a single manufacturer for all interior doors.

D. Provide passage or privacy hardware on each door (owner's choice) to match existing hardware. Provide bi-fold door hardware kit, complete with pulls for all bi-fold doors.

PART 3 - EXECUTION

3.1 - INSTALLATION

A. Hang doors and install all hardware according to instructions of manufacturer and acceptable standards of good practice.

B. Adjust doors and hardware for easy operation.

C. Just before substantial completion, touch up defective and damaged finish.

END OF SECTION 08200

SECTION 08550 - VINYL WINDOWS

PART 1 - GENERAL

1.1 - RELATED DOCUMENTS

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

1-2 - WORK INCLUDED

A. Provide insulating glass, double hung clad windows, complete with screens, in the sizes and locations shown on the Drawings.

1.3 - RELATED WORK SPECIFIED ELSEWHERE

A. Vinyl Siding is specified in Section 07460.

B. Sealants are specified in Section 07900.

1.4 – QUALITY ASSURANCE

A. Windows/window performance shall comply with the requirements of the2009 International Energy Conservation Code as published by the International Code Council and amended by the State of Connecticut.

PART 2 – PRODUCTS

2.1 - MATERIALS

A. Double Hung Windows: Basis of Design: 400 Series Tilt-Wash Double Hung Windows as manufactured by Andersen Windows & Doors to match existing.

B. Features and Accessories:

1. Color: White.

2. Glazing: Provide low-E with argon gas insulating glazing for all sash.

3. Screens: Provide one (1) full size screen for each window.

4. Provide loose jamb extensions for each window, 3” size for field fit.

5. Interior: Manufacturer's standard paint finish. Color: white. Interior hardware: white.

6. Provide manufacturer's standard extension sills & headers, panning systems, etc. and any other accessories required to complete the installation. Color to match windows.

7. Windows must meet or exceed "Energy Star" requirements.

PART 3 - EXECUTION

3.1 - INSTALLATION

A. Install windows in accordance with manufacturer's recommendations and instructions.

B. Tape window flashing fins to sheathing wrap continously around entire perimeter.

C. As required for watertightness, provide and install continuous vinyl sections of profiles required to accomplish a watertight closure condition. Seal all joints with sealant. Color to match windows.

D. Adjust sash for tight closure and easy operation.

END OF SECTION 08550

SECTION 09250 - GYPSUM WALLBOARD

PART 1 - GENERAL

1.1 - RELATED DOCUMENTS

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

1.2 – WORK INCLUDED

A. Furnish and install new gypsum board walls and ceilings in areas of new construction, and elsewhere as shown on the Drawings.

1.3 - RELATED WORK SPECIFIED ELSEWHERE

A. Insulation is specified in Section 07200.

B. Painting is specified in Section 09900.

PART 2 - PRODUCTS

2.1 - ACCEPTABLE MANUFACTURERS

A. In general, specified products and systems are by U.S. Gypsum Co. Equivalent products and systems by National Gypsum Co., & Celotex Corp. are also acceptable.

2.2 - MATERIALS

A. Gypsum Board: ASTM C36-78, tapered edge and square edge gypsum board. Where indicated, use water-resistant gypsum board, or fire rated gypsum board. Board thickness shall be as shown on the Drawings.

B. Ceramic Tile Backer Board (shower surround walls only): USG "*Durock*" Cement Board, ½" thick, or Architect approved equal.

C. Edge & corner beads, and other required accessories:

1. Corner beads: Paper covered metal type, equal to USG "Bead-X".

2. Casings: Vinyl concealed type typically, equal to U.S.G. P-1, abutting windows or at intersections of gypsum wallboard to dissimilar materials. No casings shall be exposed. Metal type may be used at locations not subject to wetness or condensation.

D. Drywall screws:

1. For fastening gypsum board only to wood studs, use type S bugle head screws with rust resistant finish meeting ASTM C1002 in length recommended by manufacturer. Use galvanized screws with WR-GWB.

2. For fastening gypsum wall board and any combination of cement board or plywood to wood studs, use type S-12 bugle head screws. Use galvanized screws with WR-GWB.

E. Tape, compound and other required products:

1. Standard products by manufacturer of gypsum board.

F. Other Materials:

1. Provide other materials, not specifically described but required for a complete and proper installation, as selected by the Contractor from the gypsum board manufacturer's list of recommended or acceptable products.

PART 3 - EXECUTION

3.1 - SURFACE CONDITIONS

A. Examine the areas and conditions under which work of this Section will be performed. Correct conditions detrimental to timely and proper completion of the Work. Do not proceed until unsatisfactory conditions are corrected.

3.2 - INSTALLATION

A. If U.S. Gypsum products are used, install gypsum drywall according to "Gypsum Drywall Construction Handbook", latest edition, published by U.S. Gypsum Company. Also, conform to the requirements of ASTM C840 and Gypsum Association GA-216, Application and Finishing of Gypsum Board. Also conform to the requirements and recommendations of Gypsum Association GA-600, “Fire Resistance Design Manual”. Fasten all gypsum board products using screws. Do not use nails at any time.

B. Use tapered-edge gypsum board for finish surfaces; use square-edge for backing board. Fasten gypsum board to all studs as per manufacturer's recommendations.

C. Use casing beads at all butt transitions to dissimilar materials and/or as detailed on Drawings. Compound, tape and compound over bead. Feather out for smooth finish surface. Completely conceal bead.

D. Finish fasteners and joints with drywall compound and tape. Apply at least 3 coats of compound over tape and heads of screws. Conform to the requirements of Gypsum Association Publications GA-214, Levels of Gypsum Board Finish, and GA-216, Application and Finishing of Gypsum Board. Unless specified otherwise, the level of gypsum board finish shall be Level 4.

3.3 - CLEANING UP

A. In addition to other requirements for cleaning, use necessary care to prevent tracking gypsum and joint finishing compound onto floor surfaces.

END OF SECTION 09250

SECTION 09900 - PAINTING

PART 1 - GENERAL

1.1 - RELATED DOCUMENTS

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

1.2 - WORK INCLUDED

A. Paint all new interior and exterior surfaces as set forth below. Painting work includes, but is not necessarily limited to, the following:

1. Paint all new interior wood trim not scheduled for transparent finish.
2. Paint all existing interior wall surfaces disturbed by the work of this Contract, entire wall surface, to next corner or break point.
3. Paint all new gypsum wallboard exposed to view, unless noted otherwise.
4. Paint all new interior wood doors not scheduled for transparent finish.
5. Paint all new louvers, hatches, and access doors unless factory pre-finished.
6. Paint all new insulated entry doors and frames, interior and exterior, unless factory pre-finished.
7. Paint all new exterior wood trim, soffits, and fasciae provided on a unit price basis as a part of this Contract.

1.3 – RELATED WORK SPECIFIED ELSEWHERE

A. Unit Prices are specified in Section 01270.

B. Finish Carpentry is specified in Section 06200.

C. Wood Doors are specified in Section 08200.

D. Gypsum Wallboard is specified in Section 09250.

1.4- SUBMITTALS

A. Submit complete list of proposed materials. For each surface, list materials by manufacturer and name, and list number of coats. List thinners, if any.

B. Submit complete range of standard and custom mix colors of the selected manufacturer for color selections.

1.5 - DELIVERY, STORAGE & HANDLING

A. Deliver all products to job site in manufacturers' unopened containers with seals unbroken and labels intact.

B. Store products so as to minimize danger of fire and protect building surfaces from spills.

1.6 - PROJECT/SITE CONDITIONS

A. Do not paint when temperature of air or surfaces being painted is below 40 degrees F. Do not apply epoxy paint when temperature of air or surfaces being painted is below 60 degrees F. Do not paint when atmosphere is damp, and do not paint when surfaces are damp, unless paint manufacturer states that paint is intended for such use.

B. Do not paint unless lighting is adequate.

C. Provide ventilation during painting and drying periods.

PART 2 - PRODUCTS

2.1 - ACCEPTABLE MANUFACTURERS

A. Besides manufacturer listed in schedule (PPG Industries, Inc. - Pittsburgh Paints), the following manufacturers are also acceptable:

Benjamin Moore Co.
Sherwin-Williams Co.

No other paint manufacturer will be accepted.

2.2 - MATERIALS

A. Use first quality products of the types specified in schedule. Deliver all materials to job site in unopened containers, bearing names of manufacturer and contents.

B. All paints and primers must be less than or equal to the following VOC levels:

1. Flats: 50 grams/liter.
2. Non-Flats: 50 grams/liter.
3. Floor Paint: 100 grams/liter.

C. Use thinners only as recommended or instructed by paint manufacturer.

D. Materials shall meet all requirements of ANSI Z66.1, "Specifications to Minimize Hazards to Children from Residual Surface Coating Materials".

2.3 - COLORS

A. For interior and exterior surfaces, the Architect shall select colors from full range of standard ready-mixed and custom-mixed colors offered by supplying manufacturer. Architect shall submit color selections in schedule form. Follow Architect's schedule exactly.

B. Concealed surfaces, such as door bottoms, may be painted grey.

PART 3 - EXECUTION

3.1 - INSPECTION

A. Examine all surfaces to receive paint.

1. If surfaces are not fit to receive paint; scrape, brush, or remove unsatisfactory materials by mechanical means, then clean and prepare surfaces for painting operation. Follow manufacturer's instructions concerning surface suitability.

B. The start of work on any surface shall constitute acceptance of the condition of that surface.

3.2 - PREPARATION

A. Broom-clean entire area before painting.

B. Clean surfaces to be painted.

C. Remove rust. If, in Architect's opinion, primed products have corroded significantly, strip all primer from such products, prepare again and reprime.

D. Sand and fill rough surfaces, which are not intended to be rough. Spackle interior holes and cracks. Putty fastener holes after applying prime coat.

E. Seal knots and pitch spots. Wash sap and pitch from surface, and apply Western Pine Association Formula WP-578 sealer or equivalent as recommended by selected manufacturer.

F. Protect adjacent surfaces and items. Remove or protect such items as electrical plates and hardware. After painting, reinstall items removed for protection.

G. On galvanized metal products scheduled to be painted, remove factory applied stabilizers using solvent, brush blasting or chemical treatment as required.

3.3 - APPLICATION

A. Architect has specified number of coats of paint based on the assumption that quality of paint, opacity of pigments, extent of thinning, and quality of workmanship will be good. If Contractor disputes Architect's schedule, notify Architect in writing before starting work.

B. Use products as packaged, unless manufacturer specifically directs thinning or other alteration for proper application. Mix all products thoroughly before, and regularly during application.

C. Follow manufacturer's directions for millage thickness application and rate of coverage.

D. Apply paint evenly. Produce uniform surfaces. Avoid runs, sags, brush or roller marks, "holidays", differences in sheen or color, and other blemishes.

E. If specified number of coats is not sufficient to satisfy requirements specified in D. above, as adjudged by Architect, apply additional coats as required to do so.

F. Brush paint into cracks and seams. Cut straight, neat edges.

G. Do not allow paint to get on adjacent surfaces. Clean up spills and spatters as soon as possible, and no later than end of same day.

H. Allow each coat to dry as recommended by manufacturer before applying following coat.

I. Between coats, trowel in place drywall compound to cover defects in surface and sand smooth to match adjacent surfaces. Reprime those areas.

J. At substantial completion, all surfaces shall be clean. If painted surfaces cannot be uniform, rectify condition by cleaning, or repaint them in accordance with 3.2 and 3.3 of this specification section.

K. Sand smooth finish enamel between coats.

3.4 - SCHEDULE

A. General

1. Paint concealed surfaces such as door tops and bottoms and panel frames and edges.

2. Paint mechanical/electrical products unless they are fully concealed and corrosion-resistant.

3. If shop-applied primer coat is in good condition, field prime coat is not required. Patch primer where scratched or abraded.

4. If shop-applied finish coat is in good condition, and if it matches Architect's selected color, field finishing is not required. Patch where not smooth, uniform, and in tact.

B. Paint <u>all</u> new exposed interior surfaces and any existing surfaces disturbed by the work of this Contract, except the following:

1. Items such as window glass, acoustical tile, ceramic tile, plastic laminates, and resilient flooring which are customarily not painted.

2. Shop-finished items such as cabinets, window frames, except as required in A. above.

3. Wood doors, wood trim, and architectural woodwork scheduled for transparent finish.

4. Concrete floors and walls, except where schedule on the Drawings specifically calls for painted concrete floors or walls.

5. Floor, wall, and ceiling surfaces listed in finish schedule not to be painted.

C. Schedule by surfaces. The following schedule is based on the products of Pittsburgh Paints as manufactured by PPG Industries, Inc. Equal products of other manufacturers listed in 2.1 above are also acceptable. Submit schedule to the Architect as required in 1.4 above. Primer coat may be deleted on previously painted surfaces.

1. Interior Gypsum Wallboard Surfaces:

   Primer: 1 coat Speedhide Quick-drying Latex Primer-Sealer, 6-2.

   Finish: 2 coats Speedhide Interior Enamel Eggshell Latex, 6-411 series.

2. Interior Wood Trim scheduled for opaque finish:

   Primer: 1 Coat Speedhide Quick-drying Latex Primer-Sealer, 6-2.

   Finish: 2 coats Speedhide Interior Semi-Gloss Acrylic Latex, 6-500.

3. Exterior Wood Trim:

   Primer: 1 Coat Speedhide Exterior Latex Wood Primer, 6-609.

   Finish: 2-coats Sun-Proof Exterior House and Trim Satin Latex 100% Acrylic, 76-110.

4. Other Surfaces:

   Follow master specification of selected paint manufacturer for three (3) coat work in normal service area.

END OF SECTION 09900