

**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:**

**Martha L. Edwards**

**172 Puritan Road**

**Fairfield, CT 06824**

**Quisenberry Arcari Architects, LLC**

**318 Main Street, Farmington, CT 06032**

**Phone: 860-677-4594**

**Fax: 860-677-8534**

Project #: **2102**





# BID SUBMISSION CHECKLIST

Project # \_\_\_\_\_

- |  |                          |
|--|--------------------------|
| BID FORM                               | ( )                      |
| ACKNOWLEDGEMENT OF BIDDER              | ( )                      |
| BID SECURITY                           |                          |
|  | N/A ( )                  |
|  | Credit Letter ( )        |
|  | Bid Bond ( )             |
| AFFIDAVIT OF NON-COLLUSION             | ( )                      |
| BIDDER'S ELIGIBILITY                   | ( )                      |
| GENERAL BIDDER CERTIFICATION           | ( )                      |
| SUBCONTRACT BIDDER CERTIFICATION       | ( )                      |
| SUBCONTRACTOR IDENTITY                 | ( )                      |
| CONTRACT SCHEDULE                      | ( )                      |
| SPECIFICATION REQUIRED BID SUBMISSIONS |                          |
|  | N/A ( )                  |
|  | ABATEMENT WORK PLANS ( ) |
|  | OTHER ( )                |

Company: \_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Title/Position)



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*Section 1*

**ADVERTISEMENT FOR BIDS**

Project #: **2102**

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 **Martha L. Edwards – 172 Puritan Road, Fairfield, CT** will be received by Quisenberry Arcari Architects, LLC at 318 Main Street, Farmington, CT 06032 until **4:00 pm on February 13, 2015.**

Contract Documents including plans & specifications can be viewed and downloaded on-line at the Department of Housing Hurricane Sandy Recover website at [www.ct.gov/doh/](http://www.ct.gov/doh/) and click on the “Hurricane Sandy” link. Contract Documents can also be purchased from Advanced Reprographics. Visit [www.advancedrepro.net](http://www.advancedrepro.net), select “Planroom”, select “[Access our Planroom here](#)”, select “Public Jobs” and select **172 Puritan Road, Fairfield, CT** or call 860-410-1020

**Note: Addenda to this bid will be issued via email only to the Contractors who attend and sign in at the mandatory pre-bid walk thru, see Information for Bidders for time & date of the walk thru.**

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

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 Quisenberry Arcari Architects at 318 Main Street, Farmington, CT 06032 until **4:00 PM February 13, 2015.**

The envelopes containing the bids must be sealed, addressed to Quisenberry Arcari Architects, LLC at 318 Main Street, Farmington, CT 06032 and designated as bid for **172 Puritan Road, Fairfield, 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 **10:00 AM on February 6, 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 data for this purpose as the DOH may request. The DOH reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the DOH that such bidder is properly qualified to carry out the

obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted. The State's set Contractor Prequalifications are available at the Department of Housing's Hurricane Sandy Recovers website [www.ct.gov/doh/](http://www.ct.gov/doh/) and click on the "Hurricane Sandy" link.

**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: **Jeff Jahnke, AIA** [jjahnke@qa-architects.com](mailto:jjahnke@qa-architects.com), 860-677-8534 Fax at Quisenberry Arcari Architects, LLC and, to be given consideration, must be received at least (3) three days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instruction will be in the form of written addenda to the specifications which, if issued, will be forwarded by electronic mail and posted on DOH's Hurricane Sandy website to all prospective bidders (at the respective email addresses furnished for such purposes), not later than two days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his/her bid as submitted. All addenda so issued shall become part of the contract documents.

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

**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.

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

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

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

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

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

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

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

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

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



## BID FORM

The undersigned, being familiarized with the local conditions affecting the cost of the work and with the Drawings, Specifications, Invitation to Bidders, Instructions to Bidders, General Conditions, Bid Form, Form of Contract and Form of Bonds for Project No. **2102** and Addenda No. \_\_\_\_\_ and \_\_\_\_\_ thereto, as prepared by Quisenberry Arcari Architects, LLC at 318 Main Street, Farmington, CT 06032, and on file in the office of DOH, hereby proposes to furnish all permits, labor, materials, tools, equipment and related items required for the rehabilitation and reconstruction including general construction, site improvements, plumbing, heating, electrical and finish items for said Project No. **2102** located at **172 Puritan Road, Fairfield**, 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
<b>TOTAL COST</b>					

### ALLOWANCES

#1      **(\$5,000) For Miscellaneous Improvements**

\_\_\_\_\_

Contractor to initial to acknowledge  
inclusion of allowance in base bid price

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

The undersigned agrees that if within the period of thirty (30) days after the opening of bids, or when extended to the next work day immediately following said period, notice of the acceptance of this bid shall be mailed, or delivered to him/her at the business address given below, or at any time thereafter before this bid is withdrawn, will within fifteen (15) days thereafter deliver to the DOH, where directed, a contract properly executed in such number of counterparts as may be required by said DOH, on the forms annexed, with such changes therein as shall have been made by DOH, prior to the time named for delivery of this proposal, 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.

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: \$ \_\_\_\_\_

AMOUNT IN WORDS: \_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title/Position)

\_\_\_\_\_  
(Email address)

**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







**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
- Black/African American
- Asian/Pacific American
- American Indian/Alaskan Native
- Hasidic Jew

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
- Black/African American
- Asian/Pacific American
- American Indian/Alaskan Native
- Hasidic Jew

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
- Black/African American
- Asian/Pacific American
- American Indian/Alaskan Native
- Hasidic Jew

\_\_\_\_\_  
Contractor's Signature

\_\_\_\_\_  
Date



U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

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*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.

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CERTIFICATION OF BIDDER

Name and address of Bidder (include zip code)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.  
 YES  NO
2. Compliance reports were required to be filed in connection with such contract or subcontract.  
 YES  NO
3. Bidder has filed all compliance reports due under applicable instructions, including SF.100.  
 YES  NO  NOT REQUIRED
4. Have you ever seen or are you being considered for sanction due to violation of Executive Order 11246, as amended?  
 YES  NO
5. No segregated facilities will be maintained.

NAME AND TITLE OF SIGNER (Please type.)

\_\_\_\_\_

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE



## Green Building Standards Checklist

### HUD CPD Green Building Retrofit Checklist

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

#### WATER AND ENERGY CONSERVATION MEASURES

##### **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]

##### **ENERGY STAR Appliances**

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

##### **Air Sealing: Building Envelope**

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

##### **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.

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

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

##### **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.

##### **Air Barrier System**

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

##### **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.

- Windows**  
When replacing windows, install geographically appropriate ENERGY STAR rated windows.
- 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.
- 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.
- 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.
- 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.
- 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

- 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.
- 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.
- 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.

**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.

**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.]

**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.

**Clothes Dryer Exhaust**

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

**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.

**Combustion Equipment**

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

**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.

**Mold Prevention: Surfaces**

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

**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.

**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.]

**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.

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

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

## Section 2

### General Conditions

1. The purpose of this HUD and DOH sponsored 0% interest loan Owner Occupied Rehabilitation and Rebuilding program is to make good faith efforts to assist qualified property owners in making repairs to their property damaged by Superstorm Sandy. Eligible repairs include code, health and safety compliance modifications, including but not limited to building envelope and energy efficiency upgrades (See Green Building Standards).
2. In the event that the homeowner is dissatisfied with the work performed although the work has been completed to industry standards, approved by the local municipality's code enforcement officials and approved by the DOH or its agent, the homeowner's approval will be overridden, full payment will be issued to the contractor and the project will be officially closed.
3. The owner is responsible for removal or relocation from the respective work areas the following, including but not necessarily limited to: personal belongings, window treatments, small furniture, fixtures, area carpets, interior and exterior plants. The contractor will be responsible for covering and protecting large furniture unable to be removed from the respective work areas.
4. The Contractor, unless otherwise specified, shall provide all labor, materials, tools, equipment, and related items required for the erection and completion of all work indicated in this project manual and as may be inferred, implied or otherwise necessary for the proper execution of the work.
5. The Contractor shall pay all necessary taxes, fees, and permits necessary to complete all of his work as detailed on the attached scope of work.
6. The premises herein shall be occupied during the course of the construction work.
7. All rehabilitation, alterations, repairs, or extensions shall be in compliance with all applicable codes of the Municipality, HUD requirements or compliance with the latest edition of the International Building Code, which ever applies and is the more strict. All electrical, heating, and plumbing work shall comply with the rules and regulations of the National, State and Local Codes. Before commencing work, contractors and/or subcontractors shall obtain all necessary permits.
8. The Contractor certifies that he has familiarized himself with the requirements of the specifications and plans and understands the extent and character of the work to be done, and inspected the premises and given his full attention to any and all areas with which he might become specifically involved. He must familiarize himself with all conditions relating to and affecting his work and bid.
9. The selected Contractor must, prior to contract signing, supply the DOH and the Owner with the original certificates of insurance in accordance with the following insurance requirements:
  - A. Contractor shall procure and maintain for the duration of the Agreement the following types of insurance, in amounts no less than the stated limits, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder:
    - 1) Workers' Compensation Insurance: The Contractor shall maintain full and complete Workers' Compensation Insurance for all of its employees and those of its subcontractors engaged in work on the premises, in accordance with the local and state laws governing the same, in the minimum amounts of \$100,000 each accident, \$500,000 disease – Policy limit, \$100,000 disease – each employee.
    - 2) General Liability Insurance: The Contractor shall furnish evidence of a comprehensive general liability insurance coverage with a combined single limit for bodily injury, death, and property damage in the amount of \$1,000,000 per occurrence, naming the Owner and the State as additional insured. This shall cover the use of all equipment, hoists and vehicles on the Premises not covered by any automobile liability policy. If the Contractor has a "claims-made" policy, then the following additional requirements apply: (a) the policy must provide a retroactive date which must be on or before the execution date of this Agreement and (b) the extended reporting period may not be less than five (5) years following the Construction Completion Date.
    - 3) Automobile Liability: The Contractor shall furnish evidence of Automobile Liability insurance with minimum limits of \$1,000,000 per occurrence, combined single limit for bodily injury and property damage liability. This shall include owned vehicles, non-owned vehicles and employee non-ownership.
    - 4) Cargo Insurance: The Contractor shall furnish evidence of all-risk cargo insurance, with a minimum limit of \$250,000 per occurrence when the project involves raising a structure above the Base Flood Elevation.
    - 5) Builders Risk: The Contractor shall maintain Builder's Risk (fire and extended coverage) insurance providing coverage for the entire work at the project site, including all work in place, all materials stored at the building site, foundations and building equipment. Coverage shall be on a completed value form basis in an amount equal to the projected value of the project. The Contractor agrees to endorse the State of Connecticut and the Owner as Loss Payees.

B. Additional Insurance Provisions

- 1) Each of the Owner and the State of Connecticut Department of Housing, and their successors and assigns, as their interests may appear, shall be named as an Additional Insured on the Commercial General Liability policy.
  - 2) Described insurance shall be primary coverage and Applicant and Applicant's insurer shall have no right of subrogation recovery or subrogation against the State of Connecticut.
  - 3) Applicant shall assume any and all deductibles in the described insurance policies.
  - 4) Without limiting Applicant's obligation to procure and maintain insurance for the duration identified in (A) above, each insurance policy shall not be suspended, voided, cancelled or reduced except after thirty (30) days prior written notice by certified mail has been given to the State of Connecticut, with the exception that a ten (10) day prior written notice by certified mail for non-payment of premium is acceptable.
  - 5) Each policy shall be issued by an Insurance Company licensed to do business by Connecticut Department of Insurance and having a minimum Best Rating of A- or equivalent or as otherwise approved by the State.
10. DOH and its agents must be notified prior to start of work of any subcontractor to be paid for work on the job who is different from the subcontractor identified in original bid proposal.
  11. Working times for the project shall be Monday through Friday 8 am to 5 pm (EST). Contractors must request permission from owner and be in compliance with local municipal ordinances prior to working longer hours or weekends.
  12. All materials shall be new and of acceptable quality. The Contractor shall submit proof of purchase of warrantee items at closeout. The property Owner shall select all colors, models, etc. as per scope of work. All materials and work must be applied in accordance with the applicable manufacturer's latest instructions and specifications, and in accordance with Federal prohibitions against the use of lead paint.
  13. All manufacturers' warranties are to be extended to the property Owner free and clear of all liens. Unless otherwise specified, all labor, material, and workmanship provided by the Contractor shall be guaranteed by the Contractor, including that of subcontractors, for a one (1) year period from the date of the Final Payment. This guarantee shall be in addition to and not in limitation of, in lieu of, or modify and other guarantee that is due the property Owner from any manufacturer.
  14. The Contractor shall repair or replace all work, materials and equipment which are found to be defective during construction and the guarantee period. Repair shall include all damage to surrounding work caused by the failure and/or necessary for the repair or replacement of the defect. All repairs and replacements shall be performed at no additional expense to the Owner and shall be completed promptly after the Contractor receives notice of the defect.
  15. The Contractor shall take all necessary measures and precautions to protect the surroundings from damage occurring due to performance of the work. All areas and surfaces of the existing building which are affected by the execution of the new work (removals, demolition, repairs etc.) shall be patched and restored to either match the existing adjacent conditions or to match the new work, whichever is applicable. If such damage occurs it will be repaired by the Contractor at no cost to the Owner. Contractor shall provide all temporary shoring, bracing and other construction (interior and exterior) required to perform the work of this contract.
  16. The Contractor shall dispose of all debris and remove all material resulting from his work in accordance with local and State law. The Contractor shall police and maintain a clean and safe job site daily. He shall reinstall accessories taken down and clean up all scrap around the project and remove fingerprints. All on-site maintenance relating to the performance of the work shall be the responsibility of the Contractor until the Certificate of Completion is issued. The project shall be maintained in a habitable and safe condition daily if the project is to remain occupied.
  17. Materials and products not otherwise specified in these documents shall be to match building standards and existing conditions, provided such items are in compliance with all applicable codes. Such codes set the minimum standards to be achieved.
  18. All work shall be neat and accurate and done in a manner in accordance with customary trade practices. **The Contractor, at a minimum, shall leave the premises broom clean and orderly after each working day and shall keep the premises free from accumulation of materials and rubbish by disposing of such debris in an onsite disposal container (provided by the contractor) or removed by vehicle in accordance with all applicable state and local regulations.** At the completion of the project the Contractor shall remove all excess materials from the site. Any surplus material agreed to be left for the owner shall be stored neatly by the contractor in a location directed by the owner free from weather, spoilage or pilferage.
  19. The Contractor shall coordinate any work which interfaces with other Contractors or with the operations of the Owner. The Contractor shall take all necessary precautions to prevent fire, bodily injury, damage to property and any other calamities that may arise which pose a threat to life, limb property.
  20. The Contractor shall not make any changes to the scope of work unless a change order is processed and fully executed by the DOH.

21. The Owner may cancel this contract within three days of signing and not be liable to the Contractor or DOH. Should the Owner opt to cancel they must sign and send a Notice of Cancellation to DOH, otherwise DOH shall issue a Notice to Proceed authorizing the contractor to commence with the proposed improvements.
22. The Contractor shall commence work under this contract within 15 work days of the date of the notice to proceed and complete work within **60** calendar days of the notice to proceed.
23. If the Contractor is delayed at any time in the progress of the work by any act or neglect of the Owner or by any employee of the Owner, or by any separate Contractor employed by the Owner, or by changes ordered in the work or by labor disputes, fire, unusual delay in delivery of materials, transportation, adverse weather conditions not reasonably anticipatable, unavoidable casualties, or any cause beyond the Contractor's control, or by delay authorized by the Owner pending arbitration, or by any other cause which justifies the delay, the contract time may be extended by Change Order for such reasonable time as may be agreed upon by all parties. It shall be the responsibility of the Contractor to request and document in writing such extensions within three (3) work days.
24. In the event that the Contractor does not commence or pursue the work as hereinafter stated, then DOH shall have the right to terminate this agreement and to hire a successor Contractor to perform the work. Any such termination shall be by certified mail to the address noted in this agreement, and shall be effective as of the date of mailing. Payments by the DOH/Owner in the event of termination shall be as follows:
25. The successor Contractor shall first be paid and then the terminated Contractor. Payments to the terminated Contractor shall be limited both as to those funds remaining after payment to the successor Contractor but shall not exceed the value of the work actually performed by the terminated Contractor. Further, should the total cost for work performed under this contract exceed the amount stated in this agreement due to the Contractor's termination, then the Owner shall have a cause of action against the terminated Contractor for any such additional cost.
26. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, DOH shall, thereupon, have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date of such termination. In such event, all unfinished work required by the Contractor under this Contract shall, at the option of the DOH, be completed or not.
27. Payments
  - 1) DOH/Homeowner shall pay the Contractor the price as provided in this contract.
  - 2) DOH shall make progress payments approximately every 30 days as the work proceeds, on estimates of work accomplished which meets the standards of quality established under the contract, as approved by the Contracting Officer. DOH may, subject to written determination and approval of the Contracting Officer, make more frequent payments to contractors which are qualified small businesses.
  - 3) Before the first progress payment under this contract, the Contractor shall furnish, in such detail as requested by the Contracting Officer, a breakdown of the total contract price showing the amount included therein for each principal category of the work, which shall substantiate the payment amount requested in order to provide a basis for determining progress payments. The breakdown shall be approved by the Contracting Officer and must be acceptable to DOH. The values and quantities employed in making up this breakdown are for determining the amount of progress payments and shall not be construed as a basis for additions to or deductions from the contract price. The Contractor shall prorate its overhead and profit over the construction period of the contract.
  - 4) The Contractor shall submit, on AIA forms provided by DOH, periodic estimates showing the value of the work performed during each period based upon the approved breakdown of the contract price. Such estimates shall be submitted not later than 14 days in advance of the date set for payment and are subject to correction and revision as required. The estimates must be approved by the Contracting Officer with the concurrence of the Architect prior to payment. If the contract covers more than one project, the Contractor shall furnish a separate progress payment estimate for each.
  - 5) Along with each request for progress payments and the required estimates, the Contractor shall furnish lien waivers and labor releases as good and sufficient evidence that the premises are free from all liens, damages, and anything chargeable to said contractor.
  - 6) Except as otherwise provided in State law, DOH shall retain five (5) percent of the amount of progress payments until completion and acceptance of all work under the contract; except, that if upon completion of 50 percent of the work, the Contracting Officer, after consulting with the Architect, determines that the Contractor's performance and progress are satisfactory, DOH may make the remaining payments in full for the work subsequently completed. If the Contracting Officer subsequently determines that the Contractor's performance and progress are unsatisfactory, DOH shall reinstate the five (5) percent retainage until such time as the Contracting Officer determines that performance and progress are satisfactory. Retainage will be released 90 days after project completion.
  - 7) The Contracting Officer may authorize material delivered on the site and preparatory work done to be taken into consideration when computing progress payments. Material delivered to the Contractor at locations other than the site may also be taken into consideration if the Contractor furnishes satisfactory evidence that (1) it has acquired title to such material; (2) the material is properly stored in a bonded warehouse, storage yard, or similar suitable place as may be approved by the Contracting Officer; (3) the material is insured to cover its full value; and (4) the material will be used to perform this contract. Before any progress payment which includes delivered material is made, the Contractor shall furnish such documentation as the Contracting Officer may require to assure the protection of DOH's/Homeowner's interest in such materials. The Contractor shall remain responsible for such stored material notwithstanding the transfer of title to the Homeowner.
  - 8) All material and work covered by progress payments made shall, at the time of payment become the sole property of the Homeowner, but this shall not be construed as (1) relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or, (2) waiving the right of DOH/Homeowner to require the fulfillment of all of the terms of the contract. In the event the work of the Contractor has been damaged by other contractors or persons other than employees of DOH in the course of their employment, the Contractor shall restore such damaged work without cost to DOH/Homeowner and to seek redress for its damage only from those who directly caused it.

- 9) DOH shall make the final payment due the Contractor under this contract after (1) completion and final acceptance of all work; and (2) presentation of release of all claims against DOH/Homeowner arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically excepted from the operation of the release. Each such exception shall embrace no more than one claim, the basis and scope of which shall be clearly defined. The amounts for such excepted claims shall not be included in the request for final payment. A release may also be required of the assignee if the Contractor's claim to amounts payable under this contract has been assigned.
  - 10) Prior to making any payment, the Contracting Officer may require the Contractor to furnish receipts or other evidence of payment from all persons performing work and supplying material to the Contractor, if the Contracting Officer determines such evidence is necessary to substantiate claimed costs.
  - 11) DOH shall not; (1) determine or adjust any claims for payment or disputes arising there under between the Contractor and its subcontractors or material suppliers; or, (2) withhold any moneys for the protection of the subcontractors or material suppliers. The failure or refusal of DOH to withhold moneys from the Contractor shall in nowise impair the obligations of any surety or sureties under any bonds furnished under this contract.
28. Disputes
- 1) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to the contract. A claim arising under the contract, unlike a claim relating to the contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim. The submission may be converted to a claim by complying with the requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.
  - 2) Except for disputes arising under the clauses entitled Labor Standards - Davis Bacon and Related Acts, herein, all disputes arising under or relating to this contract, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved under this clause.
  - 3) All claims by the Contractor shall be made in writing and submitted to the Contracting Officer for a written decision.
  - 4) A claim by the Homeowner against the Contractor shall be subject to a written decision by the Contracting Officer.
  - 5) The Contracting Officer shall, within calendar 60 (unless otherwise indicated) days after receipt of the request, decide the claim or notify the Contractor of the date by which the decision will be made.
  - 6) The Contracting Officer's decision shall be final unless the Contractor (1) appeals in writing to a higher level in DOH in accordance with DOH's policy and procedures, (2) refers the appeal to an independent mediator or arbitrator, or (3) files suit in a court of competent jurisdiction. Such appeal must be made within (30 unless otherwise indicated) calendar days after receipt of the Contracting Officer's decision.
  - 7) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the contract, and comply with any decision of the Contracting Officer.
29. The Contractor will not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, sexual preference, national origin, or mental or physical disability during the performance of this agreement. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, in all employment practices such as the following: employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship, without regard to their race, color, creed, religion, sex, sexual preference, national origin or mental or physical disability. This provision will be inserted in all subcontracts, if any, for work covered by this agreement.
30. Equal Employment Opportunity (EEO) Clause
- During the performance of this contract, the Contractor agrees as follows:
- 1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and the employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
  - 2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
  - 3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
  - 4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
  - 5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
  - 6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by the rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- 7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.
31. In the event of the Contractor's noncompliance with this equal opportunity clause or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further contracts in accordance with procedures authorized in Presidential Executive Order 11246, or by rule, regulations, or order of the Secretary of Labor or as provided by law.
32. The following applies to all contracts of \$10,000,000.00 or more: SECTION 402 VETERANS OF THE VIETNAM ERA. AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VEITNAM ERA. The Contractor will not discriminate against any employee or applicant for employment because he or she is a disabled veteran of the Vietnam era in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified disabled veterans and veterans of the Vietnam era without discrimination based upon their disability or veteran status in all employment practices such as the following: employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.
33. No officer, employee or member of the Governing Body of the Municipality shall have any financial interest, direct or indirect, in this contract or the proceeds of this loan.
34. DOH retains the right to reject any or all bids or any part of any bid in part or in whole if deemed to be in the best interest of the project.
35. Substitutions of materials from that specified are only allowed on an approved/equal basis. The Contractor must submit written documentation of the substitute item or material for approval by the Owner and Program prior to making such substitution. Any items or material substituted by the Contractor without prior written approval of the Owner and Program will at the Contractor's expense be replaced if it is determined not to be equal to the item or material specified. Any surrounding, adjoining, or dependent items affected by replacement of the unequal substituted material shall also be replaced, reworked, and reinstalled at no cost to the Owner.
36. Bids shall contain prices for general categories of work and/or items as specified on the provided bid sheets. In the case of a mathematical error by the Contractor, the correct sum of the individual line items in the cost summary shall be the Contractor's bid.
37. All bids shall remain in effect for thirty (30) calendar days.
38. The Owner will supply all necessary power required by the Contractor at no additional cost to complete his work. Power shall be limited to the use of existing outlets and shall not exceed the existing capacity of the system. Power required over the capacity of the existing electrical system shall be the responsibility of the Contractor. Heating during construction shall be supplied by the Owner.
39. If any unseen or unknown asbestos related conditions arise during the work the Contractor shall stop all work immediately and notify the DOH of such.
40. OTHER PROVISIONS – LEAD BASED PAINT

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

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

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

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

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

**Section 3: Specifications****LIST OF DRAWINGS**

A1.1 COVER SHEET  
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**DEPT. OF HOUSING, CDBG DISASTER RECOVERY PROGRAM (OORR)**  
**172 PURITAN ROAD, FAIRFIELD, CT**

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SUPPLEMENTAL GENERAL CONDITIONS

**1.0 CONTACT INFORMATION**

- A. (Architect) Quisenberry Arcari Architects, LLC, 318 Main Street, Farmington, CT 06032  
Jeff Jahnke, [jjahnke@qa-architects.com](mailto:jjahnke@qa-architects.com) 860-677-4594 x32 860-677-8534 fax
- B. (Owner) Connecticut Department of Housing, 505 Hudson Street, Hartford, CT 06106  
Suzanne Mazzotta, Grants & Contract Specialist, [suzanne.mazzotta@ct.gov](mailto:suzanne.mazzotta@ct.gov), 860-270-8194, 860-706-5737 fax

**2.0 SALES TAX**

- A. This project is **NOT EXEMPT** from Connecticut Sales Tax

**3.0 CONTRACT DOCUMENTS**

- A. For any conflicts / questions arising between the plans & specification, the better quality, greater quantity and / or greater cost of work shall be included in the base bid price. Notify the Architect immediately so the issue can be addressed. If an agreement cannot be reached the specifications shall take precedence over the drawings.
- B. The contractor shall familiarize himself / herself with the contract documents and actual field conditions as they may differ slightly from what is shown on the plans. The contractor shall be responsible for the implementation of the scope of work noted in the contract documents.

**4.0 SUB CONTRACTORS**

- A. All the proposed subcontractors are to be listed on the Bid Form

**5.0 APPROVALS**

- A. All work performed & installed under this contract is subject to approval by the Architect. If material is installed prior to approval and / or does not meet the intent of the contract documents the contractor shall be responsible for the removal & replacement at no additional charge to the project.

**6.0 STORAGE OF MATERIALS & DUMPSTERS**

- A. The contractor shall coordinate with Property Owner prior to placement of Storage Containers / Trailers and / or Dumpsters
- B. All equipment and materials stored on the project site is the responsibility of the contractor

**7.0 CHANGE ORDERS**

- A. Work Performed by General Contractor – 15% overhead & profit above the direct costs (10% overhead & 5% profit)
- B. Work Performed by Sub Contractor – 15% overhead & profit above the direct costs (10% overhead & 5% profit) for the subcontractor, 7½% overhead & profit above the direct costs (5% overhead & 2½% profit) for the general contractor



**DEPT. OF HOUSING, CDBG DISASTER RECOVERY PROGRAM (OORR)**  
**172 PURITAN ROAD, FAIRFIELD, CT**

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SECTION 003126 – EXISTING HAZARDOUS MATERIALS INFORMATION

PART 1 - GENERAL

1.1 EXISTING HAZARDOUS MATERIAL INFORMATION

- A. This Document with its referenced attachments is part of the Procurement and Contracting Requirements for Project. They provide Owner's information for Bidders' convenience and are intended to supplement rather than serve in lieu of Bidders' own investigations. They are made available for Bidders' convenience and information, but are not a warranty of existing conditions. This Document and its attachments are not part of the Contract Documents.
- B. An Environmental Review Report for Project, referenced as Appendix A, is available for viewing and download on Project Web site.
  - 1. An existing hazardous materials report for Project entitled “Limited Hazardous Materials Building Inspection Report”, prepared by Fuss & O’Neill, dated November 7, 2014, is located within Appendix A referenced above.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 003126



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SECTION 011000 - SUMMARY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Instructions to Bidders, AIA Document A201 "The General Conditions of the Contract for Construction", 1997 Edition as amended, and Division 01 General Requirements, are a part of this Section and shall be binding on the Contractor and all Subcontractors who perform this work.

1.2 SUMMARY

- A. This Section includes the following:
  - 1. Project information.
  - 2. Work covered by the Contract Documents.
  - 3. Project schedule.
  - 4. Coordination activities.
  - 5. Use of premises.
  - 6. Owner's occupancy requirements.
  - 7. Work restrictions.
  - 8. Specification formats and conventions.
  - 9. Codes, standards, permits.
  - 10. OSHA.
- B. Related Sections include the following:
  - 1. Division 01 Section "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.

1.3 PROJECT INFORMATION

- A. Project Identification: Rehabilitation / Reconstruction Work for Martha L. Edwards, Applicant #2102.
  - 1. Project Location: 172 Puritan Road, Fairfield, CT.
- B. Funding: Community Development Block Grant Disaster Recovery Program (CDBG-DR), Owner Occupied Rehabilitation & Rebuilding Program (OORR).
- C. Architect: The Contract Documents were prepared for Project by Quisenberry Arcari Architects, LLC of Farmington, CT.

1.4 WORK COVERED BY CONTRACT DOCUMENTS

- A. The Project consists of the following:
  - 1. Exterior painting, interior painting, wood flooring restoration, and one exterior door replacement.

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B. The Work includes, but is not limited to the following:

1. Joint sealants, wood flooring restoration and painting.

1.5 TYPE OF CONTRACT

A. Project will be constructed under a single contract.

1.6 SCHEDULE

A. General: The Contractor shall prepare a detailed construction schedule, to be submitted to the Owner, Architect, and Owner's Representative for review and approval. The schedule must clearly demonstrate the proper sequencing of construction activities.

1. The Construction Schedule is critical to the project. All work is required to be Substantially Complete, with a Certificate of Occupancy obtained, and ready for occupancy by the Owner, on or before the date agreed upon in the Contractor/Owner Agreement.

1.7 USE OF PREMISES

A. General: Contractor shall have limited use of Project site for construction operations as indicated by requirements of this Section.

B. Use of Site: Limit use of premises to areas determined by the Owner. Do not disturb portions of Project site beyond areas in which the Work is indicated.

1. Confine the parking of workmen's and construction vehicles, and the storage of construction materials to a designated staging area determined by the Owner's Representative.
2. Owner Occupancy: Allow for Owner occupancy of Project site.
3. Driveways and Entrances: Keep driveways and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
  - a. Schedule deliveries to minimize use of driveways and entrances.
  - b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

C. Use of Existing Building: Maintain existing building in a weathertight condition throughout construction period. Repair damage caused by construction operations. Protect building and its occupants during construction period.

1.8 COORDINATION WITH OCCUPANTS

A. Full Owner Occupancy: Owner will occupy existing building during entire construction period. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's day-to-day operations. Maintain existing exits unless otherwise indicated.

1. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from Owner and approval of authorities having jurisdiction.

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2. Notify Owner not less than 72 hours in advance of activities that will affect Owner's operations.

1.9 WORK RESTRICTIONS

- A. On-Site Work Hours: Work shall be generally performed inside the existing building during normal business working hours of 8:00 a.m. to 4:30 p.m., Monday through Friday, except otherwise indicated.
  1. Weekend Hours: Coordinate with Owner.
  2. Hours for Utility Shutdowns: Coordinate with Owner.
- B. Existing Utility Interruptions: 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 two days in advance of proposed utility interruptions.
  2. Do not proceed with utility interruptions without Owner's written permission.
- C. Noise, Vibration, and Odors: Coordinate operations that may result in high levels of noise and vibration, odors, or other disruption to Owner occupancy with Owner.
  1. Notify Owner not less than two days in advance of proposed disruptive operations.
  2. Obtain Owner's written permission before proceeding with disruptive operations.
- D. Nonsmoking Building: Smoking is not permitted within the building or within 25 feet of entrances, operable windows, or outdoor-air intakes.

1.10 SPECIFICATION FORMATS AND CONVENTIONS

- A. Specification Format: The Specifications are organized into Divisions and Sections using the 16-division format and CSI/CSC's "MasterFormat" numbering system.
  1. Section Identification: The Specifications use Section numbers and titles to help cross-referencing in the Contract Documents. Sections in the Project Manual are in numeric sequence; however, the sequence is incomplete because all available Section numbers are not used. Consult the table of contents at the beginning of the Project Manual to determine numbers and names of Sections in the Contract Documents.
  2. Division 01: Sections in Division 01 govern the execution of the Work of all Sections in the Specifications.
- B. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
  1. Abbreviated Language: Language used in the Specifications and other Contract Documents is abbreviated. Words and meanings shall be interpreted as appropriate. Words implied, but not stated, shall be inferred as the sense requires. Singular words shall be interpreted as plural, and plural words shall be interpreted as singular where applicable as the context of the Contract Documents indicates.
  2. Imperative mood and streamlined language are generally used in the Specifications. Requirements expressed in the imperative mood are to be performed by Contractor. Occasionally, the indicative or subjunctive mood may be used in the Section Text for clarity to describe responsibilities that must be fulfilled indirectly by Contractor or by others when so noted.

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- a. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
- C. In general, the Specifications will describe the quality of the work and the Drawings, the extent of the work. The Drawings and Specifications are cooperative and supplementary; however, each item of the work is not necessarily mentioned in both the Drawings and the Specifications. All work necessary to complete the project, so described, is to be included in this Contract.
- D. In case of disagreement between the Drawings and Specifications, or within either document itself, the Architect shall interpret the Documents to require the better quality or greater quantity of work for the Owner that can reasonably be construed therefrom. Any work performed by the Contractor without consulting the Architect, when the same requires a decision, shall be performed at the Contractor's risk.

1.11 CODES, STANDARDS AND PERMITS

- A. All work under this contract shall conform to all codes and standards in effect as of the date of receipt of Bids which are applicable to this Project. All work shall also conform to specific requirements and interpretations of local authorities having jurisdiction over the Project. These Codes, standards, and authorities are referred to collectively as "the governing codes and authorities" and similar terms throughout the Specifications. Determination of applicable codes and standards and requirements of the authorities having jurisdiction shall be the responsibility of the Contractor; as shall be the analysis of all such codes and standards in regard to their applicability to the Project for the purposes of determining necessary construction to conform to such code requirements, for securing all approvals and permits necessary to proceed with construction, and to obtain all permits necessary for the Owner to occupy the facility for their intended use. In the case of conflicts between the requirements of different codes and standards, the most restrictive or stringent requirements shall be met.
- B. The codes that were used in the design of this Project are as follows:
  - 1. 2005 Connecticut State Building Code (CSBC):
    - a. 2009 International Residential Code (IRC)
    - b. 2009 International Energy Conservation Code (IECC)
    - c. 2005, 2009, 2011 and 2013 State of Connecticut Amendments/State Building Code
- C. Code Enforcement and Approvals: Secure and pay for the general building permit for the work, and conform to all conditions and requirements of the permit and code enforcement authorities.
- D. Identify all permits (other than general building permit) required from authorities having jurisdiction over the Project for the construction and occupancy of the work. Prepare the necessary applications and submit required plans and documents to obtain such permits in a timely manner. Permit fees to be paid by the Subcontractor.
  - 1. Display all permit cards as required by the authorities, and deliver legible photocopies of all permits to the Owner promptly upon their receipt.
  - 2. Arrange for all inspections, testing and approvals required for all permits. Notify the Owner and Architect at least three business days in advance, so they may arrange to observe.
  - 3. Comply with all conditions and provide all notices required by all permits.
  - 4. Perform and/or arrange for and pay for all testing and inspections required by the governing codes and authorities, other than those provided by the Owner, and notify the Owner and Architect of such inspections at least three business days in advance, so they may arrange to observe.
  - 5. Where inspecting authorities require corrective work in conjunction with applicable codes and authorities, promptly comply with such requirements, except in cases where such requirements clearly exceed the requirements of the Contract Documents, in which case proceed in accordance with the procedures for modifications to the Work established in the Contract Documents.

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1.12 OCCUPATIONAL SAFETY AND HEALTH ACT

- A. The Contractor and each Subcontractor shall comply with the requirements of the Occupational Safety and Health Act of 1970 and the Construction Safety Act of 1969, including all standards and regulations which have been promulgated by the Governmental Authorities which administer such Acts. Said requirements, standards and regulations are incorporated herein by reference.
  - 1. In accordance with Connecticut General Statutes Sec. 31-53b, all project on-site personnel must show proof of completing and maintaining the OSHA 10 hour certification requirements in accordance with federal OSHA Training Institute standards.
- B. The Contractor and each Subcontractor shall comply with said regulations, requirements and standards and require and be directly responsible for compliance therewith on the part of his agents, employees material men and Subcontractors; and shall directly receive and be responsible for all citations, assessments, fines or penalties which may be incurred by reason of his agents, employees, material men or Subcontractors failing to so comply.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 011000



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SECTION 012100 - ALLOWANCES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. The Contractor, Subcontractors, and/or suppliers providing goods or services referenced in or related to this Section shall also be bound by the Documents identified in Division 01 Section "Summary", Paragraph 1.1A, entitled "Related Documents."

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements governing allowances.
  - 1. Certain items are specified in the Contract Documents by allowances. Allowances have been established in lieu of additional requirements and to defer selection of actual materials and equipment to a later date when additional information is available for evaluation. If necessary, additional requirements will be issued by Change Order.
- B. Types of allowances include the following:
  - 1. Unit-cost allowances.
- C. Related Sections include the following:
  - 1. Division 01 Section "Contract Modification Procedures" for procedures for submitting and handling Change Orders for allowances.
  - 2. Divisions 02 through 33 Sections for items of Work covered by allowances.

1.3 SELECTION AND PURCHASE

- A. At the earliest practical date after award of the Contract, advise Architect 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.
- B. At Architect's request, obtain proposals for each allowance for use in making final selections. Include recommendations that are relevant to performing the Work.

1.4 ACTION SUBMITTALS

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

1.5 INFORMATIONAL SUBMITTALS

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

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- B. Submit time sheets and other documentation to show labor time and cost for installation of allowance items that include installation as part of the allowance.
- C. Coordinate and process submittals for allowance items in same manner as for other portions of the Work.

1.6 COORDINATION

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

1.7 UNIT-COST ALLOWANCES

- A. Allowance shall include cost to Contractor of specific products and materials under allowance and shall include taxes, freight, and delivery to Project site.
- B. Unless otherwise indicated, Contractor's costs for receiving and handling at Project site, labor, installation, overhead and profit, and similar costs related to products and materials under allowance shall be included as part of the Contract Sum and not part of the allowance.

1.8 ADJUSTMENT OF ALLOWANCES

- A. Allowance Adjustment: To adjust allowance amounts, prepare a Change Order proposal based on the difference between purchase amount and the allowance, multiplied by final measurement of work-in-place where applicable. If applicable, include reasonable allowances for cutting losses, tolerances, mixing wastes, normal product imperfections, and similar margins.
  - 1. Include installation costs in purchase amount only where indicated as part of the allowance.
  - 2. If requested, prepare explanation and documentation to substantiate distribution of overhead costs and other margins claimed.
  - 3. Submit substantiation of a change in scope of work, if any, claimed in Change Orders related to unit-cost allowances.
  - 4. Owner reserves the right to establish the quantity of work-in-place by independent quantity survey, measure, or count.
- B. Submit claims for increased costs because of a change in scope or nature of the allowance described in the Contract Documents, whether for the purchase order amount or Contractor's handling, labor, installation, overhead, and profit.
  - 1. Do not include Contractor's or subcontractor's indirect expense in the Change Order cost amount unless it is clearly shown that the nature or extent of work has changed from what could have been foreseen from information in the Contract Documents.
  - 2. No change to Contractor's indirect expense is permitted for selection of higher- or lower-priced materials or systems of the same scope and nature as originally indicated.

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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. Allowance No. 1: Lump-Sum Allowance: Include the sum of \$5,000 for miscellaneous improvements.

END OF SECTION 012100



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SECTION 012600 - CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. The Contractor, Subcontractors and/or suppliers providing goods or services referenced in or related to this Section shall also be bound by the Documents identified in Division 01 Section "Summary", Paragraph 1.1A, entitled "Related Documents."

1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements for handling and processing Contract modifications.
- B. Related Sections include the following:
1. Division 01 Section "Unit Prices" for administrative requirements for using unit prices.
  2. Division 01 Section "Project Management and Coordination" for submitting Requests for Information (RFIs).
  3. Division 01 Section "Product Requirements" for administrative procedures for handling requests for substitutions made after Contract award.

1.3 MINOR CHANGES IN THE WORK

- A. Architect will issue supplemental instructions authorizing Minor Changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, on AIA Document G710, "Architect's Supplemental Instructions" or similar form prepared by Architect.

1.4 PROPOSAL REQUESTS

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

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- B. Contractor-Initiated Proposals: If latent or unforeseen conditions require modifications to the Contract, Contractor may propose changes by first submitting a "Request for Information" to the Architect. This request will be responded to by the Architect, wherein the Contractor may submit a Change Order Proposal.
1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
  2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
  3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
  4. Include costs of labor and supervision directly attributable to the change.
  5. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.

1.5 ADMINISTRATIVE CHANGE ORDERS

- A. Allowance Adjustment: See Division 01 Section "Allowances" for administrative procedures for preparation of Change Order Proposal for adjusting the Contract Sum to reflect actual costs of allowances.
- B. Unit-Price Adjustment: See Division 01 Section "Unit Prices" for administrative procedures for preparation of Change Order Proposal for adjusting the Contract Sum to reflect measured scope of unit-price work.

1.6 CHANGE ORDER PROCEDURES

- A. On Owner's approval of a Proposal Request, the Architect will issue a Change Order for signatures of Owner and Contractor on CHFA Form 2437 entitled "Request for Construction Change."

1.7 CONSTRUCTION CHANGE DIRECTIVE

- A. Construction Change Directive: Architect may issue a Construction Change Directive on AIA Document G714. Construction Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
1. Construction Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.
- B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.
1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

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PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012600



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SECTION 012900 – PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. The Contractor, Subcontractors and/or suppliers providing goods or services referenced in or related to this Section shall also be bound by the Documents identified in Division 01 Section “Summary”, Paragraph 1.1A, entitled “Related Documents.”

1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements necessary to prepare and process Applications for Payment.
- B. Related Sections include the following:
  - 1. Division 01 Section "Unit Prices" for administrative requirements governing use of unit prices.
  - 2. Division 01 Section "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.

1.3 DEFINITIONS

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

1.4 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the Schedule of Values with preparation of Contractor's Construction Schedule.
  - 1. Correlate line items in the Schedule of Values with other required administrative forms and schedules, including the following:
    - a. Application for Payment forms with Continuation Sheets.
    - b. Submittals Schedule.
    - c. Contractor's Construction Schedule.
  - 2. Submit the Schedule of Values to the Architect at earliest possible date but no later than seven days before the date scheduled for submittal of initial Applications for Payment.
- B. Format and Content: Use the Project Manual table of contents as a guide to establish line items for the Schedule of Values. Provide at least one line item for each Specification Section. For major trades with line item values greater than \$25,000, provide a separate line item for units of work within each trade with a value not exceeding \$25,000.
  - 1. Identification: Include the following Project identification on the Schedule of Values:
    - a. Project name and location.

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- b. Name of Architect.
  - c. Architect's project number.
  - d. Contractor's name and address.
  - e. Date of submittal.
2. Submit draft of AIA Document G702 and AIA Document G703 Continuation Sheets.
3. Arrange the Schedule of Values in tabular form with separate columns to indicate the following for each item listed:
  - a. Related Specification Section or Division.
  - b. Description of the Work.
  - c. Name of subcontractor.
  - d. Name of manufacturer or fabricator.
  - e. Name of supplier.
  - f. Change Orders (numbers) that affect value.
  - g. Dollar value.
    - 1) Percentage of the Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.
4. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with the Project Manual table of contents. Provide several line items for principal subcontract amounts, where appropriate. Include the following mandatory line items:
  - a. Mobilization.
  - b. Demobilization.
  - c. Builders Risk Insurance.
  - d. Bonds.
  - e. Coordination Drawings.
  - f. Scheduling.
  - g. Project record documents.
  - h. Operation and Maintenance manuals.
  - i. Field Engineering.
  - j. Daily Building Cleanup.
  - k. Safety Program.
  - l. Full-Time Project Manager.
  - m. Full-Time Project Superintendent.
  - n. Field Offices.
  - o. Dumpsters.
  - p. Cold Weather Protection.
  - q. Temporary Heat.
  - r. General Contract O&P (not to be included in each line item).
5. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
6. Provide a separate line item in the Schedule of Values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
  - a. Differentiate between items stored on-site and items stored off-site. If specified, include evidence of insurance or bonded warehousing.
7. Provide separate line items in the Schedule of Values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
8. Each item in the Schedule of Values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.

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

**1.5 APPLICATIONS FOR PAYMENT**

- A. Each Application for Payment shall be consistent with previous applications and payments as certified by Architect and paid for by Owner.
  - 1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.
- B. Payment Application Times: The date for each progress payment is indicated in the Agreement between Owner and Contractor. The period of construction work covered by each Application for Payment is the period indicated in the Agreement.
  - 1. At least ten days before the date established for each formal Application for Payment, the Contractor shall submit to the Architect an itemized preliminary application for payment for review and comment. The Contractor shall then revise the preliminary application and at least two days prior to the date established for formal application, shall submit to the Architect the revised preliminary application, to allow time for the Architect to prepare a written letter of explanation setting forth any objections and recommended changes to be forwarded along with the formal application to the owner.
- C. Payment Application Forms: Use AIA Document G702 and AIA Document G703 Continuation Sheets as form for Applications for Payment.
- D. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Architect will return incomplete applications without action.
  - 1. Entries shall match data on the Schedule of Values and Contractor's Construction Schedule. Use updated schedules if revisions were made.
  - 2. Include amounts of Change Orders executed before last day of construction period covered by application.
- E. Stored Materials: Include in Application for Payment amounts applied for materials or equipment purchased or fabricated and stored, but not yet installed. Differentiate between items stored on-site and items stored off-site.
  - 1. Requests for payment for on-site stored materials shall be made on CHFA form entitled "Accounting of On-Site Inventory."
  - 2. Provide certificate of insurance, evidence of transfer of title to Owner, and consent of surety to payment, for stored materials.
  - 3. Provide supporting documentation that verifies amount requested, such as paid invoices. Match amount requested with amounts indicated on documentation; do not include overhead and profit on stored materials.
  - 4. Provide summary documentation for stored materials indicating the following:

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- a. Value of materials previously stored and remaining stored as of date of previous Applications for Payment.
  - b. Value of previously stored materials put in place after date of previous Application for Payment and on or before date of current Application for Payment.
  - c. Value of materials stored since date of previous Application for Payment and remaining stored as of date of current Application for Payment.
5. Provide summary documentation for off-site stored materials indicating the following:
- a. Evidence of insurance (casualty, theft, etc.) for the stored items and the facility itself, if stored other than at the manufacturer's plant.
  - b. Bonding company's consent to the off-site storage.
  - c. UCC-1s for the stored materials creating a security interest for CHFA.
  - d. A CHFA Field Observer's report, which accepts the proposed storage environment, and a report confirming acceptable delivery of the subject item(s) to the facility.
- F. Transmittal: Submit **THREE (3)** signed and notarized original copies of each Application for Payment to Architect by a method ensuring receipt within 24 hours. One copy shall include waivers of lien and similar attachments if required.
- G. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's lien from every entity who is lawfully entitled to file a mechanic's lien arising out of the Contract and related to the Work covered by the payment.
1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
  2. When an application shows completion of an item, submit final or full waivers.
  3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
  4. Submit final Application for Payment with or preceded by conditional final waivers from every entity involved with performance of the Work covered by the application who is lawfully entitled to a lien.
  5. Waiver Forms: Submit waivers of lien on the CHFA form "Total of Lien Waiver Payments."
    - a. Beginning with the second requisition, each monthly requisition shall include lien waivers for a minimum of 90 percent of the amount indicated on the previous month's Contractor Requisition as "Due This Requisition."
- H. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
1. List of subcontractors.
  2. Schedule of Values.
  3. Contractor's Construction Schedule (preliminary if not final).
  4. Products list.
  5. Schedule of unit prices.
  6. Submittals Schedule (preliminary if not final).
  7. List of Contractor's staff assignments.
  8. List of Contractor's principal consultants.
  9. Copies of building permits.
  10. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
  11. Initial progress report.
  12. Report of preconstruction conference.
  13. Certificates of insurance and insurance policies.
  14. Performance and payment bonds.
  15. Data needed to acquire Owner's insurance.

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- I. Application for Payment at Substantial Completion: After issuing the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.
  - 1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
  
- J. Final Payment Application: Submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
  - 1. Evidence of completion of Project closeout requirements.
  - 2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
  - 3. Updated final statement, accounting for final changes to the Contract Sum.
  - 4. AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims."
  - 5. AIA Document G706A, "Contractor's Affidavit of Release of Liens."
  - 6. AIA Document G707, "Consent of Surety to Final Payment."
  - 7. Evidence that claims have been settled.
  - 8. Final meter readings for utilities, a measured record of stored fuel, and similar data as of date of Substantial Completion or when Owner took possession of and assumed responsibility for corresponding elements of the Work.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012900



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SECTION 013100 – PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. The Contractor, Subcontractors and/or suppliers providing goods or services referenced in or related to this Section shall also be bound by the Documents identified in Division 01 Section “Summary”, Paragraph 1.1A, entitled “Related Documents.”

1.2 SUMMARY

- A. This Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
  - 1. General coordination procedures.
  - 2. Administrative and supervisory personnel.
  - 3. Project meetings.
  - 4. Requests for Information (RFIs).
- B. Related Sections include the following:
  - 1. Division 01 Section "Execution" for procedures for coordinating general installation.
  - 2. Division 01 Section "Closeout Procedures" for coordinating closeout of the Contract.

1.3 DEFINITIONS

- A. RFI: Request from Contractor seeking interpretation or clarification of the Contract Documents.

1.4 INFORMATIONAL SUBMITTALS

- A. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:
  - 1. Name, address, and telephone number of entity performing subcontract or supplying products.
  - 2. Number and title of related Specification Section(s) covered by subcontract.
  - 3. Drawing number and detail references, as appropriate, covered by subcontract.
- B. Key Personnel Names: Within 10 days of starting construction operations, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including home and office telephone numbers. Provide names, addresses, and telephone numbers of individuals assigned as standbys in the absence of individuals assigned to Project.
  - 1. Keep list current at all times, resubmit upon update.

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1.5 GENERAL COORDINATION PROCEDURES

- A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, included in different Sections that depend on each other for proper installation, connection, and operation.
  - 1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
  - 2. Coordinate installation of different components with other contractors to ensure maximum accessibility for required maintenance, service, and repair.
  - 3. Make adequate provisions to accommodate items scheduled for later installation.
  - 4. Where availability of space is limited, coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair of all components, including mechanical and electrical.
  - 5. No claim for additional compensation or extension of Contract Time will be permitted for conditions resulting from lack of coordination.
  
- B. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.
  - 1. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.
  
- C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities and activities of other contractors to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
  - 1. Preparation of Contractor's Construction Schedule.
  - 2. Preparation of the Schedule of Values.
  - 3. Installation and removal of temporary facilities and controls.
  - 4. Delivery and processing of submittals.
  - 5. Preinstallation conferences.
  - 6. Progress meetings.
  - 7. Startup and adjustment of systems.
  - 8. Project closeout activities.
  
- D. Conservation: Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials.
  - 1. Salvage materials and equipment involved in performance of, but not actually incorporated into, the Work. Refer to other Sections for disposition of salvaged materials that are designated as Owner's property.

1.6 ADMINISTRATIVE AND SUPERVISORY PERSONNEL

- A. General: In addition to Project superintendent, provide other administrative and supervisory personnel as required for proper performance of the Work.

1.7 PROJECT MEETINGS

- A. General: Schedule and conduct meetings and conferences at Project site, unless otherwise indicated.

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1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner, Owner's Representative, and Architect of scheduled meeting dates and times.
  2. Agenda: Prepare the meeting agenda and distribute the agenda to all invited attendees.
  3. Minutes: Record significant discussions and agreements achieved and distribute the meeting minutes to everyone concerned, including Owner, Owner's Representative and Architect, within three days of the meeting.
- B. Preconstruction Conference: Arrange for attendance of subcontractors at Preconstruction Conference convened by Architect, together with any other persons necessary for full review of scheduling and coordination matters for the Project.
1. Attendees: Authorized representatives of Owner, Owner's Representative, Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
  2. Agenda: Include the following:
    - a. Tentative construction schedule.
    - b. Phasing.
    - c. Critical work sequencing and long-lead items.
    - d. Designation of key personnel and their duties.
    - e. Procedures for processing field decisions and Change Orders.
    - f. Procedures for RFIs.
    - g. Procedures for testing and inspecting.
    - h. Procedures for processing Applications for Payment.
    - i. Distribution of the Contract Documents.
    - j. Submittal procedures.
    - k. Preparation of Record Documents.
    - l. Use of the premises.
    - m. Work restrictions.
    - n. Owner's occupancy requirements.
    - o. Responsibility for temporary facilities and controls.
    - p. Construction waste management and recycling.
    - q. Parking availability.
    - r. Office, work, and storage areas.
    - s. Equipment deliveries and priorities.
    - t. First aid.
    - u. Security.
    - v. Progress cleaning.
    - w. Working hours.
    - x. Owner-furnished and provided items.
    - y. Work performed under separate contracts.
  3. Minutes: The Architect will record and distribute meeting minutes.
- C. Preinstallation Conferences: Conduct a preinstallation conference at Project site before each construction activity that requires coordination with other construction.
1. Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise Architect and Owner's Representative of scheduled meeting dates.
  2. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration, including requirements for the following:

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- a. The Contract Documents.
  - b. Options.
  - c. Related RFIs.
  - d. Related Change Orders.
  - e. Purchases.
  - f. Deliveries.
  - g. Submittals.
  - h. Review of mockups.
  - i. Possible conflicts.
  - j. Compatibility problems.
  - k. Time schedules.
  - l. Weather limitations.
  - m. Manufacturer's written recommendations.
  - n. Warranty requirements.
  - o. Compatibility of materials.
  - p. Acceptability of substrates.
  - q. Temporary facilities and controls.
  - r. Space and access limitations.
  - s. Regulations of authorities having jurisdiction.
  - t. Testing and inspecting requirements.
  - u. Installation procedures.
  - v. Coordination with other work.
  - w. Required performance results.
  - x. Protection of adjacent work.
  - y. Protection of construction and personnel.
3. Record significant conference discussions, agreements, and disagreements, including required corrective measures and actions.
  4. Reporting: Distribute minutes of the meeting to each party present, the Owner, Architect and Owner's Representative, and to parties who should have been present.
  5. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.
- D. Progress Meetings: Schedule weekly progress meetings. Dates of meetings may coincide with preparation of payment requests.
1. Attendees: In addition to representatives of Owner, Owner's Representative, and Architect, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
  2. Agenda: Review minutes of previous progress meeting. Review other items of significance that could affect progress.
    - a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's Construction Schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
      - 1) Review schedule for next period.
    - b. Review present and future needs of each entity present, including the following:

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- 1) Interface requirements.
  - 2) Sequence of operations.
  - 3) Deliveries.
  - 4) Access.
  - 5) Site utilization.
  - 6) Temporary facilities and controls.
  - 7) Work hours.
  - 8) Hazards and risks.
  - 9) Progress cleaning.
  - 10) Quality and work standards.
  - 11) Status of correction of deficient items.
  - 12) Field observations.
  - 13) RFIs.
  - 14) Status of proposal requests.
  - 15) Pending changes.
  - 16) Status of Change Orders.
  - 17) Pending claims and disputes.
  - 18) Documentation of information for payment requests.
3. Minutes: The Architect will record and distribute the meeting minutes.
  4. Reporting: The Architect will distribute minutes of the meeting to each party present.
    - a. Schedule Updating: Revise Contractor's Construction Schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.
- E. Coordination Meetings: Schedule Project coordination meetings at weekly intervals. Project coordination meetings are in addition to specific meetings held for other purposes.
1. Attendees: In addition to representatives of the Contractor, each subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
  2. Agenda: Review and correct or approve minutes of the previous coordination meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
    - a. Combined Contractor's Construction Schedule: Review progress since the last coordination meeting. Determine whether each contract is on time, ahead of schedule, or behind schedule, in relation to Combined Contractor's Construction Schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
    - b. Schedule Updating: Revise Combined Contractor's Construction Schedule after each coordination meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with report of each meeting.
    - c. Review present and future needs of each contractor present, including the following:
      - 1) Interface requirements.
      - 2) Sequence of operations.
      - 3) Deliveries.
      - 4) Access.
      - 5) Site utilization.
      - 6) Temporary facilities and controls.
      - 7) Work hours.
      - 8) Hazards and risks.

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- 9) Progress cleaning.
  - 10) Quality and work standards.
  - 11) Change Orders.
3. Reporting: Record meeting results and distribute copies to everyone in attendance and to others affected by decisions or actions resulting from each meeting.
- 1.8 REQUESTS FOR INFORMATION (RFIs)
- A. Procedure: Immediately on discovery of the need for interpretation of the Contract Documents, and if not possible to request interpretation at Project meeting, prepare and submit an RFI, to the Architect, in the form specified.
1. RFIs shall originate with Contractor or Subcontractor. RFIs submitted by entities other than the Contractor will be returned with no response.
  2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.
- B. Content of the RFI: Include a detailed, legible description of item needing interpretation and the following:
1. Project name.
  2. Date.
  3. Name of Contractor.
  4. Name of Architect.
  5. RFI number, numbered sequentially.
  6. Specification Section number and title and related paragraphs, as appropriate.
  7. Drawing number and detail references, as appropriate.
  8. Field dimensions and conditions, as appropriate.
  9. Contractor's suggested solution(s). If Contractor's solution(s) impact the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
  10. Contractor's signature.
  11. Attachments: Include drawings, descriptions, measurements, photos, Product Data, Shop Drawings, and other information necessary to fully describe items needing interpretation.
    - a. Supplementary drawings prepared by Contractor shall include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments.
- C. Hard-Copy RFIs:
1. Identify each page of attachments with the RFI number and sequential page number.
- D. Software-Generated RFIs: Software-generated form with substantially the same content as indicated above.
1. Attachments shall be electronic files in Adobe Acrobat PDF format.
- E. Architect's Action: Architect will review each RFI, determine action required, and return it. Allow five working days for Architect's response for each RFI. RFIs received after 1:00 p.m. will be considered as received the following working day.
1. The following RFIs will be returned without action:
    - a. Requests for approval of submittals.

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- b. Requests for approval of substitutions.
  - c. Requests for coordination information already indicated in the Contract Documents.
  - d. Requests for adjustments in the Contract Time or the Contract Sum.
  - e. Requests for interpretation of Architect's actions on submittals.
  - f. Incomplete RFIs or RFIs with numerous errors.
2. Architect's action may include a request for additional information, in which case Architect's time for response will start again.
  3. Architect's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Division 01 Section "Contract Modification Procedures."
    - a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect in writing within 10 days of receipt of the RFI response.
- F. On receipt of Architect's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Architect within five days if Contractor disagrees with response.
- G. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log biweekly. Include the following:
1. Project name.
  2. Name and address of Contractor.
  3. Name and address of Architect.
  4. RFI number including RFIs that were dropped and not submitted.
  5. RFI description.
  6. Date the RFI was submitted.
  7. Date Architect's response was received.
  8. Identification of related Minor Change in the Work, Construction Change Directive, and Proposal Request, as appropriate.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013100



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SECTION 013200 – CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. The Contractor, Subcontractors and/or suppliers providing goods or services referenced in or related to this Section shall also be bound by the Documents identified in Division 01 Section “Summary”, Paragraph 1.1A, entitled “Related Documents.”

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:
1. Contractor's Construction Schedule.
  2. Daily construction reports.
  3. Material location reports.
  4. Field condition reports.
  5. Special reports.
- B. Related Sections include the following:
1. Division 01 Section "Payment Procedures" for submitting the Schedule of Values.
  2. Division 01 Section "Project Management and Coordination" for submitting and distributing meeting and conference minutes.
  3. Division 01 Section "Submittal Procedures" for submitting schedules and reports.
  4. Division 01 Section "Quality Requirements" for submitting a schedule of tests and inspections.

1.3 SUBMITTALS

- A. Contractor's Construction Schedule: Submit two opaque copies of initial schedule, large enough to show entire schedule for entire construction period.
1. Submit an electronic copy of schedule, using software indicated, on CD-R, and labeled to comply with requirements for submittals. Include type of schedule (Initial or Updated) and date on label.
- B. Daily Construction Reports: Submit two copies at weekly intervals, to the Architect.
- C. Material Location Reports: Submit two copies at monthly intervals, to the Architect.
- D. Field Condition Reports: Submit two copies at time of discovery of differing conditions, to the Architect.
- E. Special Reports: Submit two copies at time of unusual event, to the Architect.

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1.4 QUALITY ASSURANCE

- A. Review and approval by the Owner and Owner's Representative of the Contractor's Construction Schedule is advisory only and does not relieve the Contractor of the responsibility for completing the work within the Contract time.

1.5 COORDINATION

- A. Coordinate preparation and processing of schedules and reports with performance of construction activities and with scheduling and reporting of separate contractors.
- B. Coordinate Contractor's Construction Schedule with the Schedule of Values, list of subcontracts, Submittals Schedule, progress reports, payment requests, and other required schedules and reports.
  - 1. Secure time commitments for performing critical elements of the Work from parties involved.
  - 2. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.
- C. Calendar: Compile a project calendar for use in scheduling. Incorporate all limitations on working days and working hours, including the following:
  - 1. Legal Holidays.
  - 2. Other non-working days determined by the Contractor.
  - 3. Optional working days determined by the Contractor.

PART 2 - PRODUCTS

2.1 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL

- A. Time Frame: Extend schedule from date established for commencement of the Work to date of Substantial Completion.
  - 1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.
- B. Activities: Treat each story or separate area as a separate numbered activity for each principal element of the Work. Comply with the following:
  - 1. Activity Duration: Define activities so no activity is longer than 10 days, unless specifically allowed by Architect.
  - 2. Procurement Activities: Include procurement process activities for the following long lead items and major items, requiring a cycle of more than 60 days, as separate activities in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.
  - 3. Submittal Review Time: Include review and resubmittal times indicated in Division 01 Section "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's Construction Schedule with Submittals Schedule.
  - 4. Startup and Testing Time: Include not less than one day for startup and testing.
  - 5. Substantial Completion: Indicate completion in advance of date established for Substantial Completion, and allow time for Architect's and Owner's Representative's administrative procedures necessary for certification of Substantial Completion.

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- C. Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule, and show how the sequence of the Work is affected.
1. Work under More Than One Contract: Include a separate activity for each contract.
  2. Work by Owner: Include a separate activity for each portion of the Work performed by Owner.
  3. Work Restrictions: Show the effect of the following items on the schedule:
    - a. Partial occupancy before Substantial Completion.
    - b. Use of premises restrictions.
    - c. Provisions for future construction.
    - d. Seasonal variations.
    - e. Environmental control.
  4. Work Stages: Indicate important stages of construction for each major portion of the Work, including, but not limited to, the following:
    - a. Subcontract awards.
    - b. Submittals.
    - c. Purchases.
    - d. Mockups.
    - e. Fabrication.
    - f. Sample testing.
    - g. Deliveries.
    - h. Installation.
    - i. Tests and inspections.
    - j. Adjusting.
    - k. Curing.
    - l. Startup and placement into final use and operation.
  5. Other Constraints: Include the following specific activities in each trade in each phase.
    - a. Interface between Contractor and Subcontractor.
    - b. Electrical connections to each piece of equipment.
    - c. Mechanical connections to each piece of equipment.
    - d. Concrete finishing.
    - e. Site work constraints on other activities.
- D. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, Substantial Completion, and Final Completion.
- E. Contract Modifications: For each proposed contract modification and concurrent with its submission, prepare a time-impact analysis using fragnets to demonstrate the effect of the proposed change on the overall project schedule.
- F. Upcoming Work Summary: Prepare summary report indicating activities scheduled to occur or commence prior to submittal of next schedule update. Summarize the following issues:
1. Unresolved issues.
  2. Unanswered Requests for Information.
  3. Rejected or unreturned submittals.
  4. Notations on returned submittals.
  5. Pending modifications affecting the Work and Contract Time.

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- G. Recovery Schedule: When periodic update indicates the Work is 14 or more calendar days behind the current approved schedule, submit a separate recovery schedule indicating means by which Contractor intends to regain compliance with the schedule. Indicate changes to working hours, working days, crew sizes, and equipment required to achieve compliance, and date by which recovery will be accomplished.
- H. Computer Software: Prepare schedules using a program that has been developed specifically to manage construction schedules.

2.2 CONTRACTOR'S CONSTRUCTION SCHEDULE (GANTT CHART)

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

2.3 REPORTS

- A. Daily Construction Reports: Prepare a daily construction report recording the following information concerning events at Project site:
  - 1. List of subcontractors at Project site.
  - 2. List of separate contractors at Project site.
  - 3. Approximate count of personnel at Project site.
  - 4. Equipment at Project site.
  - 5. Material deliveries.
  - 6. High and low temperatures and general weather conditions.
  - 7. Accidents.
  - 8. Meetings and significant decisions.
  - 9. Unusual events (refer to special reports).
  - 10. Stoppages, delays, shortages, and losses.
  - 11. Meter readings and similar recordings.
  - 12. Emergency procedures.
  - 13. Orders and requests of authorities having jurisdiction.
  - 14. Change Orders received and implemented.
  - 15. Construction Change Directives received and implemented.
  - 16. Services connected and disconnected.
  - 17. Equipment or system tests and startups.
  - 18. Partial Completions and occupancies.
  - 19. Substantial Completions authorized.
- B. Material Location Reports: At monthly intervals, prepare and submit a comprehensive list of materials delivered to and stored at Project site. List shall be cumulative, showing materials previously reported plus items recently delivered. Include with list a statement of progress on and delivery dates for materials or items of equipment fabricated or stored away from Project site.

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- C. Field Condition Reports: Immediately on discovery of a difference between field conditions and the Contract Documents, prepare and submit a detailed report. Submit with a request for interpretation. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

2.4 SPECIAL REPORTS

- A. General: Submit special reports directly to Owner within one day of an occurrence. Distribute copies of report to parties affected by the occurrence.
- B. Reporting Unusual Events: When an event of an unusual and significant nature occurs at Project site, whether or not related directly to the Work, prepare and submit a special report. List chain of events, persons participating, response by Contractor's personnel, evaluation of results or effects, and similar pertinent information. Advise Owner in advance when these events are known or predictable.

PART 3 - EXECUTION

3.1 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Contractor's Construction Schedule Updating: At monthly intervals, update schedule to reflect actual construction progress and activities. Issue schedule one week before submission of Application for Payment.
  - 1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
  - 2. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
  - 3. As the Work progresses, indicate Actual Completion percentage for each activity.
  - 4. Evaluate progress of the work jointly with the Owner and Owner's Representative at the end of each week to show progress and identify conflicts.
- B. Distribution: Distribute two copies each of approved schedule to Architect, Owner, Owner's Representative, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.
  - 1. Post copies in Project meeting rooms and temporary field offices.
  - 2. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

END OF SECTION 013200



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SECTION 013300 – SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. The Contractor, Subcontractors and/or suppliers providing goods or services referenced in or related to this Section shall also be bound by the Documents identified in Division 01 Section “Summary”, Paragraph 1.1A, entitled “Related Documents.”

1.2 SUMMARY

- A. Section includes requirements for the submittal schedule and administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.
- B. Related Sections include the following:
  - 1. Division 01 Section "Payment Procedures" for submitting Applications for Payment and the Schedule of Values.
  - 2. Division 01 Section "Project Management and Coordination" for submitting and distributing meeting and conference minutes and for submitting Coordination Drawings.
  - 3. Division 01 Section "Construction Progress Documentation" for submitting schedules and reports, including Contractor's Construction Schedule and the Submittals Schedule.
  - 4. Division 01 Section "Quality Requirements" for submitting test and inspection reports and for mockup requirements.
  - 5. Division 01 Section "Closeout Procedures" for submitting warranties.
  - 6. Division 01 Section "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.
  - 7. Division 01 Section "Operation and Maintenance Data" for submitting operation and maintenance manuals.
  - 8. Divisions 02 through 26 Sections for specific requirements for submittals in those Sections.

1.3 DEFINITIONS

- A. Action Submittals: Written and graphic information that requires Architect's responsive action.
- B. Informational Submittals: Written information that does not require Architect's responsive action. Submittals may be rejected for not complying with requirements.
- C. File Transfer Protocol (FTP): Communications protocol that enables transfer of files to and from another computer over a network and that serves as the basis for standard Internet protocols. An FTP site is a portion of a network located outside of network firewalls within which internal and external users are able to access files.
- D. Portable Document Format (PDF): An open standard file format licensed by Adobe Systems used for representing documents in a device-independent and display resolution-independent fixed-layout document format.

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1.4 ACTION SUBMITTALS

- A. Submittal Schedule: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections or revisions to submittals noted by Architect and additional time for handling and reviewing submittals required by those corrections.
1. Coordinate submittal schedule with list of subcontracts, the schedule of values, and Contractor's construction schedule.
  2. Initial Submittal: Submit concurrently with startup construction schedule. Include submittals required during the first 60 days of construction. List those submittals required to maintain orderly progress of the Work and those required early because of long lead time for manufacture or fabrication.
  3. Final Submittal: Submit concurrently with the first complete submittal of Contractor's construction schedule.
    - a. Submit revised submittal schedule to reflect changes in current status and timing for submittals.
  4. Format: Arrange the following information in a tabular format:
    - a. Scheduled date for first submittal.
    - b. Specification Section number and title.
    - c. Submittal category: Action; informational.
    - d. Name of subcontractor.
    - e. Description of the Work covered.
    - f. Scheduled date for Architect's final release or approval.
    - g. Scheduled date of fabrication.
    - h. Scheduled dates for purchasing.
    - i. Scheduled dates for installation.
    - j. Activity or event number.

1.5 SUBMITTAL ADMINISTRATIVE REQUIREMENTS

- A. General: Electronic copies of CAD Drawings of the Contract Drawings will not be provided by Architect for Contractor's use in preparing submittals, except as permitted in Division 01 Section "Project Management and Coordination" for use in preparing coordination drawings.
- B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
  2. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.
  3. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
    - a. Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.

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- C. Processing Time: Allow enough time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
1. Initial Review: Allow two weeks for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect will advise Contractor when a submittal being processed must be delayed for coordination.
  2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
  3. Resubmittal Review: Allow two weeks for review of each resubmittal.
    - a. Resubmittals will be reviewed no more than two times at the Owner's expense. Resubmittals which fail to comply with Contract requirements will be reviewed at the Contractor's expense, based on an hourly rate of \$75 per hour, not to exceed \$600 for each subsequent submittal.
    - b. The Owner reserves the right to deduct said reimbursement from the Contractor's application for payment on a monthly basis.
  4. Concurrent Consultant Review: Submittals may be transmitted simultaneously to Architect and to Architect's consultants, as required. Allow two weeks for review of each submittal. Consultant will return submittal to Architect before being returned to Contractor.
- D. Identification: Place a permanent label or title block on each submittal for identification.
1. Indicate name of firm or entity that prepared each submittal on label or title block.
  2. Provide a space approximately 6 by 8 inches on label or beside title block to record Contractor's review and approval markings and action taken by Architect.
  3. Include the following information on label for processing and recording action taken:
    - a. Project name.
    - b. Date.
    - c. Name and address of Architect.
    - d. Name and address of Contractor.
    - e. Name and address of subcontractor.
    - f. Name and address of supplier.
    - g. Name of manufacturer.
    - h. Submittal number or other unique identifier, including revision identifier.
      - 1) Submittal number shall use Specification Section number followed by a decimal point and then a sequential number (e.g., 061000.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., 061000.01.A).
    - i. Number and title of appropriate Specification Section.
    - j. Drawing number and detail references, as appropriate.
    - k. Location(s) where product is to be installed, as appropriate.
    - l. Other necessary identification.
- E. Paper Submittals: Place a permanent label or title block on each submittal item for identification.
1. Indicate name of firm or entity that prepared each submittal on label or title block.
  2. Provide a space approximately 6 by 8 inches on label or beside title block to record Contractor's review and approval markings and action taken by Architect.
  3. Include the following information for processing and recording action taken:

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- a. Project name.
  - b. Date.
  - c. Name of Architect.
  - d. Name of Contractor.
  - e. Name of subcontractor.
  - f. Name of supplier.
  - g. Name of manufacturer.
  - h. Submittal number or other unique identifier, including revision identifier.
    - 1) Submittal number shall use Specification Section number followed by a decimal point and then a sequential number (e.g., 061000.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., 061000.01.A).
  - i. Number and title of appropriate Specification Section.
  - j. Drawing number and detail references, as appropriate.
  - k. Location(s) where product is to be installed, as appropriate.
  - l. Other necessary identification.
4. Additional Paper Copies: Unless additional copies are required for final submittal, and unless Architect observes noncompliance with provisions in the Contract Documents, initial submittal may serve as final submittal.
- a. Submit one copy of submittal to concurrent reviewer in addition to specified number of copies to Architect.
5. Transmittal: Package each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. Architect will return submittals, without review, received from sources other than Contractor.
- a. Transmittal Form: Provide locations on form for the following information:
    - 1) Revise list below to suit Project.
    - 2) Project name.
    - 3) Date.
    - 4) Destination (To:).
    - 5) Source (From:).
    - 6) Names of subcontractor, manufacturer, and supplier.
    - 7) Category and type of submittal.
    - 8) Submittal purpose and description.
    - 9) Specification Section number and title.
    - 10) Drawing number and detail references, as appropriate.
    - 11) Transmittal number, numbered consecutively.
    - 12) Submittal and transmittal distribution record.
    - 13) Remarks.
    - 14) Signature of transmitter.
6. On an attached separate sheet, prepared on Contractor's letterhead, record relevant information, requests for data, revisions other than those requested by Architect on previous submittals, and deviations from requirements in the Contract Documents, including minor variations and limitations. Include same label information as related submittal.

F. Electronic Submittals: Identify and incorporate information in each electronic submittal file as follows:

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1. Assemble complete submittal package into a single indexed file incorporating submittal requirements of a single Specification Section and transmittal form with links enabling navigation to each item.
  2. Name file with submittal number or other unique identifier, including revision identifier.
    - a. File name shall use project identifier and Specification Section number followed by a decimal point and then a sequential number (e.g., LNHS-061000.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., LNHS-061000.01.A).
  3. Provide means for insertion to permanently record Contractor's review and approval markings and action taken by Architect.
  4. Transmittal Form for Electronic Submittals: Use electronic form acceptable to Owner, containing the following information:
    - a. Project name.
    - b. Date.
    - c. Name and address of Architect.
    - d. Name of Contractor.
    - e. Name of firm or entity that prepared submittal.
    - f. Names of subcontractor, manufacturer, and supplier.
    - g. Category and type of submittal.
    - h. Submittal purpose and description.
    - i. Specification Section number and title.
    - j. Specification paragraph number or drawing designation and generic name for each of multiple items.
    - k. Drawing number and detail references, as appropriate.
    - l. Location(s) where product is to be installed, as appropriate.
    - m. Related physical samples submitted directly.
    - n. Indication of full or partial submittal.
    - o. Transmittal number.
    - p. Submittal and transmittal distribution record.
    - q. Other necessary identification.
    - r. Remarks.
- G. Options: Identify options requiring selection by Architect.
- H. Deviations and Additional Information: On an attached separate sheet, prepared on Contractor's letterhead, record relevant information, requests for data, revisions other than those requested by Architect on previous submittals, and deviations from requirements in the Contract Documents, including minor variations and limitations. Include same identification information as related submittal.
- I. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
  1. Note date and content of previous submittal.
  2. Note date and content of revision in label or title block and clearly indicate extent of revision.
  3. Resubmit submittals until they are marked "Approved" or "Approved as Corrected."
- J. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- K. Use for Construction: Use only final submittals with mark indicating "No Exception Taken" or "Make Corrections Noted" taken by Architect.

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PART 2 - PRODUCTS

2.1 SUBMITTAL PROCEDURES

- A. General Submittal Procedure Requirements: Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.
1. Submit electronic submittals via email as PDF electronic files.
    - a. Architect will return annotated file. Annotate and retain one copy of file as an electronic Project record document file.
- B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
1. If information must be specially prepared for submittal because standard printed data are not suitable for use, submit as Shop Drawings, not as Product Data.
  2. Mark each copy of each submittal to show which products and options are applicable.
  3. Include the following information, as applicable:
    - a. Manufacturer's catalog cuts.
    - b. Manufacturer's product specifications.
    - c. Standard color charts.
    - d. Statement of compliance with specified referenced standards.
    - e. Testing by recognized testing agency.
    - f. Application of testing agency labels and seals.
    - g. Notation of coordination requirements.
    - h. Availability and delivery time information.
  4. For equipment, include the following in addition to the above, as applicable:
    - a. Wiring diagrams showing factory-installed wiring.
    - b. Printed performance curves.
    - c. Operational range diagrams.
    - d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.
  5. Submit Product Data before or concurrent with Samples.
  6. Submit Product Data in one of the following formats:
    - a. PDF electronic file.
    - b. Five paper copies of Product Data, unless otherwise indicated. Architect will return four copies. Mark up and retain one returned copy as a Project Record Document.
- C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.
1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
    - a. Dimensions.
    - b. Identification of products.
    - c. Fabrication and installation drawings.
    - d. Roughing-in and setting diagrams.

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- e. Wiring diagrams showing field-installed wiring, including power, signal, and control wiring.
  - f. Shopwork manufacturing instructions.
  - g. Templates and patterns.
  - h. Schedules.
  - i. Design calculations.
  - j. Compliance with specified standards.
  - k. Notation of coordination requirements.
  - l. Notation of dimensions established by field measurement.
  - m. Relationship to adjoining construction clearly indicated.
  - n. Seal and signature of professional engineer if specified.
  - o. Wiring Diagrams: Differentiate between manufacturer-installed and field-installed wiring.
2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches but no larger than 30 by 42 inches.
  3. Number of Copies: Submit five paper copies of each submittal, unless copies are required for operation and maintenance manuals. Submit six copies where copies are required for operation and maintenance manuals. Architect will retain two copies; remainder will be returned. Mark up and retain one returned copy as a Project Record Drawing.
- D. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.
1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
  2. Identification: Attach label on unexposed side of Samples that includes the following:
    - a. Generic description of Sample.
    - b. Product name and name of manufacturer.
    - c. Sample source.
    - d. Number and title of appropriate Specification Section.
  3. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
    - a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.
    - b. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.
  4. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
    - a. Number of Samples: Submit two full sets of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect will return submittal with options selected.
  5. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured

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or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.

- a. Number of Samples: Submit three sets of Samples. Architect will retain two Sample sets; remainder will be returned. Mark up and retain one returned Sample set as a Project Record Sample.
  - 1) Submit a single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.
  - 2) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least three sets of paired units that show approximate limits of variations.
  
- E. Product Schedule or List: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:
  1. Type of product. Include unique identifier for each product.
  2. Number and name of room or space.
  3. Location within room or space.
  4. Number of Copies: Submit five copies of product schedule or list, unless otherwise indicated. Architect will return four copies.
    - a. Mark up and retain one returned copy as a Project Record Document.
  
- F. Contractor's Construction Schedule: Comply with requirements specified in Division 01 Section "Construction Progress Documentation" for Architect's action.
  
- G. Application for Payment and Schedule of Values: Comply with requirements specified in Division 01 Section "Payment Procedures."
  
- H. Test and Inspection Reports and Schedule of Tests and Inspections Submittals: Comply with requirements specified in Division 01 Section "Quality Requirements."
  
- I. Closeout Submittals and Maintenance Material Submittals: Comply with requirements specified in Division 01 Section "Closeout Procedures."
  
- J. Maintenance Data: Comply with requirements specified in Division 01 Section "Operation and Maintenance Data."
  
- K. Coordination Drawings: Comply with requirements specified in Division 01 Section "Project Management and Coordination."
  
- L. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, names and addresses of architects and owners, and other information specified.
  
- M. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification (WPS) and Procedure Qualification Record (PQR) on AWS forms. Include names of firms and personnel certified.

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- N. Installer Certificates: Prepare written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
- O. Manufacturer Certificates: Prepare written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
- P. Product Certificates: Prepare written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
- Q. Material Certificates: Prepare written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.
- R. Material Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
- S. Product Test Reports: Prepare written reports indicating current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
- T. Research/Evaluation Reports: Prepare written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:
  - 1. Name of evaluation organization.
  - 2. Date of evaluation.
  - 3. Time period when report is in effect.
  - 4. Product and manufacturers' names.
  - 5. Description of product.
  - 6. Test procedures and results.
  - 7. Limitations of use.
- U. Preconstruction Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.
- V. Compatibility Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.
- W. Field Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.
- X. Design Data: Prepare written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.

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- Y. Manufacturer's Instructions: Prepare written or published information that documents manufacturer's recommendations, guidelines, and procedures for installing or operating a product or equipment. Include name of product and name, address, and telephone number of manufacturer. Include the following, as applicable:
1. Preparation of substrates.
  2. Required substrate tolerances.
  3. Sequence of installation or erection.
  4. Required installation tolerances.
  5. Required adjustments.
  6. Recommendations for cleaning and protection.
- Z. Manufacturer's Field Reports: Prepare written information documenting factory-authorized service representative's tests and inspections. Include the following, as applicable:
1. Name, address, and telephone number of factory-authorized service representative making report.
  2. Statement on condition of substrates and their acceptability for installation of product.
  3. Statement that products at Project site comply with requirements.
  4. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
  5. Results of operational and other tests and a statement of whether observed performance complies with requirements.
  6. Statement whether conditions, products, and installation will affect warranty.
  7. Other required items indicated in individual Specification Sections.
- AA. Insurance Certificates and Bonds: Prepare written information indicating current status of insurance or bonding coverage. Include name of entity covered by insurance or bond, limits of coverage, amounts of deductibles, if any, and term of the coverage.
- BB. Material Safety Data Sheets (MSDSs): Submit information as required by law.

2.2 DELEGATED DESIGN

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

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PART 3 - EXECUTION

3.1 CONTRACTOR'S REVIEW

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

3.2 ARCHITECT'S ACTION

- A. General: Architect will not review submittals that do not bear Contractor's approval stamp and will return them without action.
- B. Action Submittals: Architect will review each submittal, make marks to indicate corrections or modifications required, and return it. Architect will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action taken, as follows:
  - 1. "No Exception Taken"; Submittal is approved without changes or corrections.
  - 2. "Make Corrections Noted"; Submittal is approved based on changes or corrections noted. Contractor should resubmit one copy for record.
  - 3. "Rejected"; Submittal was incomplete or did not meet the requirements of the Contract Documents. New submission is required. Contractor is responsible for any delays caused by unacceptable submittals.
  - 4. "Revise and Resubmit"; Significant changes or corrections are required prior to approval of this submittal. Complete resubmittal addressing all notes is required. Contractor is responsible for any delays caused by incomplete submittals.
  - 5. "Reviewed"; Used for Informational Submittals.
- C. Informational Submittals: Architect will review each submittal and will not return it, or will return it if it does not comply with requirements. Architect will forward each submittal to appropriate party.
- D. Incomplete or partial submittals are not acceptable, will be considered nonresponsive, and will be returned without review.
- E. Submittals not required by the Contract Documents may not be reviewed and may be discarded.

END OF SECTION 013300



SECTION 014000 – QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. The Contractor, Subcontractors and/or suppliers providing goods or services referenced in or related to this Section shall also be bound by the Documents identified in Division 01 Section “Summary”, Paragraph 1.1A, entitled “Related Documents.”

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for quality assurance and quality control.
- B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
  - 1. Specific quality-assurance and -control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.
  - 2. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and -control procedures that facilitate compliance with the Contract Document requirements.
  - 3. Requirements for Contractor to provide quality-assurance and -control services required by Architect, Owner, Owner’s Representative, or authorities having jurisdiction are not limited by provisions of this Section.
- C. Related Sections include the following:
  - 1. Division 01 Section "Construction Progress Documentation" for developing a schedule of required tests and inspections.
  - 2. Division 01 Section "Cutting and Patching" for repair and restoration of construction disturbed by testing and inspecting activities.
  - 3. Divisions 02 through 26 Sections for specific test and inspection requirements.

1.3 DEFINITIONS

- A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.
- B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Services do not include contract enforcement activities performed by Architect or Owner’s Representative.

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- C. Mockups: Full-size, physical assemblies that are constructed on-site. Mockups are used to verify selections made under sample submittals, to demonstrate aesthetic effects and, where indicated, qualities of materials and execution, and to review construction, coordination, testing, or operation; they are not Samples.
  - 1. Approved mockups establish the standard by which the Work will be judged.
  - 2. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.
  - 3. Approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.
- D. Preconstruction Testing: Tests and inspections that are performed specifically for the Project before products and materials are incorporated into the Work to verify performance or compliance with specified criteria.
- E. Product Testing: Tests and inspections that are performed by an NRTL, an NVLAP, or a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with industry standards.
- F. Source Quality-Control Testing: Tests and inspections that are performed at the source, i.e., plant, mill, factory, or shop.
- G. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.
- H. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.
- I. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.
  - 1. Using a term such as "carpentry" does not imply that certain construction activities must be performed by accredited or unionized individuals of a corresponding generic name, such as "carpenter." It also does not imply that requirements specified apply exclusively to tradespeople of the corresponding generic name.
- J. Experienced: When used with an entity, "experienced" means having successfully completed a minimum of five previous projects similar in size and scope to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

1.4 CONFLICTING REQUIREMENTS

- A. General: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer uncertainties and requirements that are different, but apparently equal, to Architect for a decision before proceeding.
- B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision before proceeding.

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1.5 SUBMITTALS

- A. Qualification Data: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.
- B. Schedule of Tests and Inspections: Prepare in tabular form and include the following:
1. Specification Section number and title.
  2. Description of test and inspection.
  3. Identification of applicable standards.
  4. Identification of test and inspection methods.
  5. Number of tests and inspections required.
  6. Time schedule or time span for tests and inspections.
  7. Entity responsible for performing tests and inspections.
  8. Requirements for obtaining samples.
  9. Unique characteristics of each quality-control service.
- C. Reports: Prepare and submit certified written reports that include the following:
1. Date of issue.
  2. Project title and number.
  3. Name, address, and telephone number of testing agency.
  4. Dates and locations of samples and tests or inspections.
  5. Names of individuals making tests and inspections.
  6. Description of the Work and test and inspection method.
  7. Identification of product and Specification Section.
  8. Complete test or inspection data.
  9. Test and inspection results and an interpretation of test results.
  10. Record of temperature and weather conditions at time of sample taking and testing and inspecting.
  11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
  12. Name and signature of laboratory inspector.
  13. Recommendations on retesting and reinspecting.
- D. Permits, Licenses, and Certificates: For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

1.6 QUALITY ASSURANCE

- A. General: Qualifications paragraphs in this Article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.
- B. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.
- C. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.

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- D. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in the State of Connecticut and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that are similar to those indicated for this Project in material, design, and extent.
- F. Specialists: Certain sections of the Specifications require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.
  - 1. Requirement for specialists shall not supersede building codes and regulations governing the Work.
- G. Testing Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspecting indicated, as documented according to ASTM E 548; and with additional qualifications specified in individual Sections; and where required by authorities having jurisdiction, that is acceptable to authorities.
  - 1. NRTL: A nationally recognized testing laboratory according to 29 CFR 1910.7.
  - 2. NVLAP: A testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program.
- H. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- I. Preconstruction Testing: Where testing agency is indicated to perform preconstruction testing for compliance with specified requirements for performance and test methods, comply with the following:
  - 1. Contractor responsibilities include the following:
    - a. Provide test specimens representative of proposed products and construction.
    - b. Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work.
    - c. Provide sizes and configurations of test assemblies, mockups, and laboratory mockups to adequately demonstrate capability of products to comply with performance requirements.
    - d. Build site-assembled test assemblies and mockups using installers who will perform same tasks for Project.
    - e. Build laboratory mockups at testing facility using personnel, products, and methods of construction indicated for the completed Work.
    - f. When testing is complete, remove test specimens, assemblies, mockups, and laboratory mockups; do not reuse products on Project.
  - 2. Testing Agency Responsibilities: Submit a certified written report of each test, inspection, and similar quality-assurance service to Architect with copy to Contractor. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.
- J. Mockups: Before installing portions of the Work requiring mockups, build mockups for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work:

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1. Build mockups in location and of size indicated or, if not indicated, as directed by Architect.
2. Notify Architect and Owner's Representative seven days in advance of dates and times when mockups will be constructed.
3. Demonstrate the proposed range of aesthetic effects and workmanship.
4. Obtain Architect's approval of mockups before starting work, fabrication, or construction.
  - a. Allow seven days for initial review and each re-review of each mockup.
5. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.
6. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.
7. Approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

1.7 QUALITY CONTROL

- A. Owner Responsibilities: Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.
1. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspecting they are engaged to perform.
  2. Payment for these services will be made by the Owner.
  3. Costs for retesting and reinspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor, and the Contract Sum will be adjusted by Change Order.
- B. Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.
1. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.
    - a. Contractor shall not employ same entity engaged by Owner, unless agreed to in writing by Owner.
  2. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspecting will be performed.
  3. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
  4. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
  5. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
- C. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Division 01 Section "Submittal Procedures."
- D. Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.

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1. Retesting to be performed by the Inspection and Testing Agency that performed the original tests.
  2. Retest original failed test and perform two additional tests at new locations to be determined by Architect and Testing Agency.
  3. Continue retesting until compliance is achieved.
- E. Testing Agency Responsibilities: Cooperate with Architect, Owner's Representative, and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
1. Notify Architect, Owner's Representative, and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
  2. Determine the location from which test samples will be taken and in which in-situ tests are conducted.
  3. Conduct and interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
  4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
  5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
  6. Do not perform any duties of Contractor.
  7. Do not permit the Contractor to deviate from the requirements of the Contract Documents.
- F. Associated Services: Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
1. Access to the Work.
  2. Incidental labor and facilities necessary to facilitate tests and inspections.
  3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
  4. Facilities for storage and field curing of test samples.
  5. Delivery of samples to testing agencies.
  6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
  7. Security and protection for samples and for testing and inspecting equipment at Project site.
- G. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and -control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.
1. Schedule times for tests, inspections, obtaining samples, and similar activities.
  2. Provide the Testing Agency with a complete set of Contract Documents.
- H. Schedule of Tests and Inspections: Prepare a schedule of tests, inspections, and similar quality-control services required by the Contract Documents. Submit schedule within 30 days of date established for commencement of the Work.
1. Distribution: Distribute schedule to Owner, Architect, Owner's Representative, testing agencies, and each party involved in performance of portions of the Work where tests and inspections are required.

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1.8 SPECIAL TESTS AND INSPECTIONS

- A. Special Tests and Inspections: Owner will engage a qualified testing agency and special inspector to conduct special tests and inspections required by the Connecticut State Building Code and by authorities having jurisdiction as the responsibility of Owner, and as follows:
1. Verifying that manufacturer maintains detailed fabrication and quality-control procedures and reviewing the completeness and adequacy of those procedures to perform the Work.
  2. Notifying Architect, Owner's Representative, and Contractor promptly of irregularities and deficiencies observed in the Work during performance of its services.
  3. Submitting a certified written report of each test, inspection, and similar quality-control service to Architect with copy to Contractor and to authorities having jurisdiction.
  4. Submitting a final report of special tests and inspections at Substantial Completion, which includes a list of unresolved deficiencies.
  5. Interpreting tests and inspections and stating in each report whether tested and inspected work complies with or deviates from the Contract Documents.
  6. Retesting and reinspecting corrected work.
    - a. Costs associated with retesting and reinspecting are the responsibility of the Contractor.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 TEST AND INSPECTION LOG

- A. Prepare a record of tests and inspections. Include the following:
1. Date test or inspection was conducted.
  2. Description of the Work tested or inspected.
  3. Date test or inspection results were transmitted to Architect.
  4. Identification of testing agency or special inspector conducting test or inspection.
- B. Maintain log at Project site. Post changes and modifications as they occur. Provide access to test and inspection log for Architect's and Owner's Representative's reference during normal working hours.

3.2 REPAIR AND PROTECTION

- A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
1. Provide materials and comply with installation requirements specified in other Specification Sections. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible.
  2. Comply with the Contract Document requirements for Division 01 Section "Cutting and Patching."
- B. Protect construction exposed by or for quality-control service activities.

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- C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 014000

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SECTION 014200 – REFERENCES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. The Contractor, Subcontractors and/or suppliers providing goods or services referenced in or related to this Section shall also be bound by the Documents identified in Division 01 Section “Summary”, Paragraph 1.1A, entitled “Related Documents.”

1.2 DEFINITIONS

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

1.3 INDUSTRY STANDARDS

- A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.

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- B. Publication Dates: Comply with standards in effect as of date of the Contract Documents unless otherwise indicated.
- C. Copies of Standards: Each entity engaged in construction on Project should be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.
  - 1. Where copies of standards are needed to perform a required construction activity, obtain copies directly from publication source.
- D. Abbreviations and Acronyms for Standards and Regulations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the organizations responsible for the standards and regulations.

1.4 ABBREVIATIONS AND ACRONYMS

- A. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities indicated in Thomson Gale's "Encyclopedia of Associations" or in Columbia Books' "National Trade & Professional Associations of the U.S."

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 014200

SECTION 015000 - TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. The Contractor, Subcontractors and/or suppliers providing goods or services referenced in or related to this Section shall also be bound by the Documents identified in Division 01 Section "Summary", Paragraph 1.1A, entitled "Related Documents."

1.2 SUMMARY

- A. This Section includes requirements for temporary utilities, support facilities, and security and protection facilities.
- B. Related Sections include the following:
  - 1. Division 01 Section "Summary" for limitations on utility interruptions and other work restrictions.
  - 2. Division 01 Section "Submittal Procedures" for procedures for submitting copies of implementation and termination schedule and utility reports.
  - 3. Division 01 Section "Execution" for progress cleaning requirements.
  - 4. Divisions 02 through 26 Sections for temporary heat, ventilation, and humidity requirements for products in those Sections.

1.3 USE CHARGES

- A. General: Cost or use charges for temporary facilities shall be included in the Contract Sum. Allow other entities to use temporary services and facilities without cost, including, but not limited to, Owner's construction forces, Architect, occupants of Project, testing agencies, and authorities having jurisdiction.
- B. Water Service: Water from Owner's existing water system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.
- C. Electric Power Service: Electric power from Owner's existing system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.

1.4 QUALITY ASSURANCE

- A. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.
- B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.

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1.5 PROJECT CONDITIONS

- A. Temporary Use of Permanent Facilities: Installer of each permanent service shall assume responsibility for operation, maintenance, and protection of each permanent service during its use as a construction facility before Owner's acceptance, regardless of previously assigned responsibilities.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Portable Chain-Link Fencing: Minimum 2-inch, 9-gage, galvanized steel, chain-link fabric fencing; minimum 6 feet high with galvanized steel pipe posts; minimum 2-3/8-inch- OD line posts and 2-7/8-inch- OD corner and pull posts, with 1-5/8-inch- OD top and bottom rails. Provide galvanized steel bases for supporting posts.

2.2 TEMPORARY FACILITIES

- A. Storage and Fabrication Sheds: Provide sheds sized, furnished, and equipped to accommodate materials and equipment for construction operations.
1. Store combustible materials apart from building.

2.3 EQUIPMENT

- A. Polyethylene Sheet: Reinforced, fire-resistive sheet, 10-mil minimum thickness, with flame-spread rating of 15 or less per ASTM E 84 and passing NFPA 701 Test Method 2.
- B. Lumber and Plywood: Comply with requirements in Division 06 Section "Miscellaneous Rough Carpentry."
- C. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.
- D. Electrical Power Cords: Provide grounded extension cords; use "hard-service" cords where exposed to abrasion and traffic. Provide waterproof connectors to connect separate lengths of electric cords, if single lengths will not reach areas where construction activities are in progress.
- E. HVAC Equipment: Provide vented, self-contained, liquid-propane-gas or fuel-oil heaters with individual space thermostatic control.
1. Use of gasoline-burning space heaters, open-flame heaters, or salamander-type heating units is prohibited.
2. Heating Units: Listed and labeled for type of fuel being consumed, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.

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PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.
- B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

3.2 TEMPORARY UTILITY INSTALLATION

- A. General: Install temporary service or connect to existing service.
  - 1. Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.
- B. Water Service: Use of Owner's existing water service facilities will be permitted, as long as facilities are cleaned and maintained in a condition acceptable to Owner. At Substantial Completion, restore these facilities to condition existing before initial use.
  - 1. Where installations below an outlet might be damaged by spillage or leakage, provide a drip pan of suitable size to minimize water damage. Drain accumulated water promptly from pans.
- C. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking water for use of construction personnel. Comply with authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.
- D. Electric Power Service: Connect to Owner's existing electric power service. Maintain equipment in a condition acceptable to Owner.

3.3 SUPPORT FACILITIES INSTALLATION

- A. General: Comply with the following:
  - 1. Provide incombustible construction for offices, shops, and sheds located within construction area or within 30 feet of building lines. Comply with NFPA 241.
  - 2. Maintain support facilities until near Substantial Completion. Remove before Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to Owner.
- B. Traffic Controls: Comply with requirements of authorities having jurisdiction.
  - 1. Protect existing site improvements to remain including curbs, pavement, and utilities.
  - 2. Maintain access for fire-fighting equipment.
- C. Project Signs: Provide Project signs as indicated. Unauthorized signs are not permitted.
  - 1. Identification Signs: Provide Project identification sign as indicated.
    - a. Comply with requirements included in the sketch attached at the end of this Section.

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2. Temporary Signs: Provide other signs as indicated and as required to inform public and individuals seeking entrance to Project.
    - a. Provide temporary, directional signs for construction personnel and visitors.
  3. Maintain and touchup signs so they are legible at all times.
- D. Collection and Disposal of Waste: Collect waste from construction areas and elsewhere daily. Comply with requirements of NFPA 241 for removal of combustible waste material and debris. Enforce requirements strictly. Do not hold materials more than 7 days during normal weather or 3 days when the temperature is expected to rise above 80 deg F (27 deg C). Handle hazardous, dangerous, or unsanitary waste materials separately from other waste by containerizing properly.
1. Comply with Division 01 Section "Execution" for progress cleaning requirements.
  2. Provide sufficient quantity of dumpsters at strategic locations within the Contract limit lines for collection of waste from the work of all Subcontractors.
  3. Do not pass materials through open windows, or through window openings when any portion of the window remains in the opening.
- E. Temporary Lifts and Hoists: The Contractor shall provide, operate and maintain in safe operating order facilities for hoisting materials, rubbish, employees and to otherwise carry out the Work. Truck cranes, fork lifts, man lifts and similar devices required for the performance of the Work by each Subcontractor shall be provided by the Subcontractor.
1. Provide temporary lifts and hoists that comply in all respects with the most stringent of all applicable Federal (including OSHA), state and local laws, rules, regulations, codes and ordinances, and provisions of Division 01 of this Specification.
  2. Truck cranes and similar devices used for hoisting materials are considered "tools and equipment" and not temporary facilities.
- F. Staging and Scaffolding: Where staging and scaffolding is required, the Contractor shall provide the entire installation.
1. Staging shall be of approved design, erected and removed by experienced stage builders and shall have all accident prevention devices required by State and local laws.
- G. Existing Stair Usage: Use of Owner's existing stairs will be permitted, as long as stairs are cleaned and maintained in a condition acceptable to Owner. At Substantial Completion, restore stairs to condition existing before initial use.
1. Provide protective coverings, barriers, devices, signs, or other procedures to protect stairs and to maintain means of egress. If, despite such protection, stairs become damaged, restore damaged areas so no evidence remains of correction work.
- 3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION
- A. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction in ways and by methods that comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.
1. Comply with work restrictions specified in Division 01 Section "Summary."
- B. Site Enclosure Fence: Before construction operations begin, furnish and install site enclosure fence in a manner that will prevent people and animals from easily entering site except by entrance gates.

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1. Extent of Fence: As required to enclose entire Project site or portion determined sufficient to accommodate construction operations.
  2. Maintain security by limiting number of keys and restricting distribution to authorized personnel. Provide Owner with one set of keys.
- C. Security Enclosure and Lockup: Install substantial temporary enclosure around partially completed areas of construction. Provide lockable entrances to prevent unauthorized entrance, vandalism, theft, and similar violations of security.
- D. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.
- E. Temporary Enclosures: Provide all temporary enclosures for protection of construction in progress and completed, from exposure, foul weather, other construction operations and similar activities.
1. Install tarpaulins securely, with fire-retardant-treated wood framing and other materials. Close openings of 25 square feet or less with plywood or similar materials.
  2. Close openings through floor or roof decks and horizontal surfaces with load-bearing wood-framed construction.
  3. Where temporary wood or plywood enclosure exceeds 100 square feet in area, use UL-labeled fire-retardant treated material for framing and main sheathing.
  4. Do not use new permanent doors and frames for temporary enclosures until finishing work is begun, and then only if carefully protected from damage. Prior to installation of permanent doors and frames, provide temporary wood or plywood doors with wood frames and proper hardware to make the doors self-closing.
    - a. Close and lock all openings accessible from ground level at end of each day's work to prevent entry of unauthorized persons.
- F. Protection: Protect the Work at all times from damages. Provide all pumps, equipment and enclosures to ensure this protection.
1. Remove all snow and ice as may be required for proper protection and prosecution of the work.
  2. Provide all shoring, bracing and sheeting as required for safety and for proper execution of work.
  3. Protect all work from damage during cold weather. If low temperatures make it impossible to continue operations safely in spite of cold weather precautions, cease work and notify Architect. Repair and/or replacement of all work damaged from frost, freezing or any elements of the weather are the responsibility of the Contractor responsible for temporary protection of the Work.
  4. Should high wind warnings be issued by the U.S. Weather Advisory Bureau, take every precaution to minimize danger to persons, to the Work, and to adjacent properties, including, but not limited to, removing all loose materials, tools and/or equipment from exposed locations, and removing or securing scaffolding or other temporary work.
  5. Protect the building and the site from damage, loss or liability due to theft or vandalism when the work is not in progress at night, weekends, or holidays.
  6. Exercise precaution for the protection of persons and property at all times. Observe the provisions of applicable laws and construction codes. Take additional safety and health measures, or cause such measures to be taken as reasonably necessary. Maintain guards on machinery, equipment and other hazards as set forth in the safety provisions of the Manual of Accident Prevention in Construction, published by the Associated General Contractors of America, to the extent that such provisions are not in contravention of applicable laws.
  7. Protect and preserve in operating conditions all utilities traversing the work area. Repair all damages to any utility due to work performed under this Contract, the satisfaction of the Architect at no additional cost to the Owner.
- G. Temporary Fire Protection: Install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241.

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1. Prohibit smoking in construction areas.
2. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition according to requirements of authorities having jurisdiction.
3. Develop and supervise an overall fire-prevention and -protection program for personnel at Project site. Review needs with local fire department and establish procedures to be followed. Instruct personnel in methods and procedures. Post warnings and information.

3.5 OPERATION, TERMINATION, AND REMOVAL

- A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.
- B. Maintenance: Maintain facilities in good operating condition until removal.
  1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.
- C. Temporary Facility Changeover: Do not change over from using temporary security and protection facilities to permanent facilities until Substantial Completion.
- D. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
  1. Materials and facilities that constitute temporary facilities are property of Contractor.
  2. At Substantial Completion, clean and renovate permanent facilities used during construction period. Comply with final cleaning requirements specified in Division 01 Section "Closeout Procedures."

END OF SECTION 015000

SECTION 016000 - PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. The Contractor, Subcontractors and/or suppliers providing goods or services referenced in or related to this Section shall also be bound by the Documents identified in Division 01 Section "Summary", Paragraph 1.1A, entitled "Related Documents."

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; product substitutions; and comparable products.
- B. Related Sections include the following:
  - 1. Division 01 Section "References" for applicable industry standards for products specified.
  - 2. Division 01 Section "Closeout Procedures" for submitting warranties for Contract closeout.
  - 3. Divisions 02 through 26 Sections for specific requirements for warranties on products and installations specified to be warranted.

1.3 DEFINITIONS

- A. Products: Items purchased for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
  - 1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature, that is current as of date of the Contract Documents.
  - 2. New Products: Items that have not previously been incorporated into another project or facility, except that products consisting of recycled-content materials are allowed, unless explicitly stated otherwise. Products salvaged or recycled from other projects are not considered new products.
  - 3. Comparable Product: Product that is demonstrated and approved through submittal process, or where indicated as a product substitution, to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.
- B. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.
- C. Basis-of-Design Product Specification: Where a specific manufacturer's product is named and accompanied by the words "basis of design," including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of other named manufacturers.

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1.4 SUBMITTALS

- A. Substitution Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
1. Substitution Request Form: Use CSI Form 13.1A or other form acceptable to Architect.
  2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
    - a. Statement indicating why specified material or product cannot be provided.
    - b. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by Owner and separate contractors, that will be necessary to accommodate proposed substitution.
    - c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
    - d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
    - e. Samples, where applicable or requested.
    - f. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners.
    - g. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
    - h. Research/evaluation reports evidencing compliance with building code in effect for Project, from a model code organization acceptable to authorities having jurisdiction.
    - i. Detailed comparison of Contractor's Construction Schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating lack of availability or delays in delivery.
    - j. Cost information, including a proposal of change, if any, in the Contract Sum.
    - k. Contractor's certification that proposed substitution complies with requirements in the Contract Documents and is appropriate for applications indicated.
    - l. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.
  3. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within 7 days of receipt of a request for substitution. Architect will notify Contractor of acceptance or rejection of proposed substitution within 15 days of receipt of request, or 7 days of receipt of additional information or documentation, whichever is later.
    - a. Forms of Acceptance: Change Order, Construction Change Directive, or Architect's Supplemental Instructions for minor changes in the Work.
    - b. Use product specified if Architect cannot make a decision on use of a proposed substitution within time allocated.
- B. Comparable Product Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
1. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within one week of receipt of a comparable product request. Architect will notify Contractor of approval or rejection of proposed comparable product request within 15 days of receipt of request, or 7 days of receipt of additional information or documentation, whichever is later.

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- a. Form of Approval: As specified in Division 01 Section "Submittal Procedures."
  - b. Use product specified if Architect cannot make a decision on use of a comparable product request within time allocated.
- C. Basis-of-Design Product Specification Submittal: Comply with requirements in Division 01 Section "Submittal Procedures." Show compliance with requirements.

1.5 QUALITY ASSURANCE

- A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, product selected shall be compatible with products previously selected, even if previously selected products were also options.
- 1. Each Contractor is responsible for providing products and construction methods compatible with products and construction methods of other contractors.
  - 2. If a dispute arises between Contractors over concurrently selectable but incompatible products, Architect will determine which products shall be used.

1.6 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft. Comply with manufacturer's written instructions.
- B. Delivery and Handling:
- 1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
  - 2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
  - 3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
  - 4. Inspect products on delivery to ensure compliance with the Contract Documents and to ensure that products are undamaged and properly protected.
- C. Storage:
- 1. Store products to allow for inspection and measurement of quantity or counting of units.
  - 2. Store materials in a manner that will not endanger Project structure.
  - 3. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.
  - 4. Store cementitious products and materials on elevated platforms.
  - 5. Store foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.
  - 6. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
  - 7. Protect stored products from damage and liquids from freezing.
  - 8. Provide a secure location and enclosure at Project site for storage of materials and equipment by Owner's construction forces. Coordinate location with Owner.

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1.7 PRODUCT WARRANTIES

- A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.
  - 1. Manufacturer's Warranty: Preprinted written warranty published by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
  - 2. Special Warranty: Written warranty required by or incorporated into the Contract Documents, either to extend time limit provided by manufacturer's warranty or to provide more rights for Owner.
- B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution. Submit a draft for approval before final execution.
  - 1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
  - 2. Specified Form: When specified forms are included with the Specifications, prepare a written document using appropriate form properly executed.
  - 3. Refer to Divisions 02 through 26 Sections for specific content requirements and particular requirements for submitting special warranties.
- C. List of Warranties: Provide warranties for products and installations as specified, including but not limited to the following:
  - 1. Sealant: Division 07 Section "Joint Sealants."
  - 2. Fiberglass Doors: Division 08 Section "Fiberglass Doors."
- D. Submittal Time: Comply with requirements in Division 01 Section "Closeout Procedures."

PART 2 - PRODUCTS

2.1 PRODUCT SELECTION PROCEDURES

- A. General Product Requirements: Provide products that comply with the Contract Documents, that are undamaged and, unless otherwise indicated, that are new at time of installation.
  - 1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
  - 2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
  - 3. Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
  - 4. Where products are accompanied by the term "as selected," Architect will make selection.
  - 5. Where products are accompanied by the term "match sample," sample to be matched is Architect's.
  - 6. Descriptive, performance, and reference standard requirements in the Specifications establish "salient characteristics" of products.
  - 7. Or Equal: Where products are specified by name and accompanied by the term "or equal" or "or approved equal" or "or approved," comply with provisions in Part 2 "Comparable Products" Article to obtain approval for use of an unnamed product.

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B. Product Selection Procedures:

1. Products: Where Specifications include a list of names of both products and manufacturers, provide one of the products listed that complies with requirements.
2. Manufacturers: Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements.
3. Product Options: Where Specifications indicate that sizes, profiles, and dimensional requirements on Drawings are based on a specific product or system, provide the specified product or system. Comply with provisions in Part 2 "Product Substitutions" Article for consideration of an unnamed product or system.
4. Basis-of-Design Product: Where Specifications name a product and include a list of manufacturers, provide the specified product or a comparable product by one of the other named manufacturers. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with provisions in Part 2 "Comparable Products" Article for consideration of an unnamed product by the other named manufacturers.
5. Visual Matching Specification: Where Specifications require matching an established Sample, select a product that complies with requirements and matches Architect's sample. Architect's decision will be final on whether a proposed product matches.
  - a. If no product available within specified category matches and complies with other specified requirements, comply with provisions in Part 2 "Product Substitutions" Article for proposal of product.
6. Visual Selection Specification: Where Specifications include the phrase "as selected from manufacturer's colors, patterns, textures" or a similar phrase, select a product that complies with other specified requirements.
  - a. Standard Range: Where Specifications include the phrase "standard range of colors, patterns, textures" or similar phrase, Architect will select color, pattern, density, or texture from manufacturer's product line that does not include premium items.
  - b. Full Range: Where Specifications include the phrase "full range of colors, patterns, textures" or similar phrase, Architect will select color, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.

## 2.2 PRODUCT SUBSTITUTIONS

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

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- B. Substitutions for Convenience: Architect will consider requests for substitution if received within 30 days after the Notice to Proceed. Requests received after that time may be considered or rejected at discretion of Architect.
1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
    - a. Requested substitution offers Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume. Owner's additional responsibilities may include compensation to Architect for redesign and evaluation services, increased cost of other construction by Owner, and similar considerations.
    - b. Requested substitution does not require extensive revisions to the Contract Documents.
    - c. Requested substitution is consistent with the Contract Documents and will produce indicated results.
    - d. Substitution request is fully documented and properly submitted.
    - e. Requested substitution will not adversely affect Contractor's construction schedule.
    - f. Requested substitution has received necessary approvals of authorities having jurisdiction.
    - g. Requested substitution is compatible with other portions of the Work.
    - h. Requested substitution has been coordinated with other portions of the Work.
    - i. Requested substitution provides specified warranty.
    - j. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

2.3 COMPARABLE PRODUCTS

- A. Conditions: Architect will consider Contractor's request for comparable product when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
1. Evidence that the proposed product does not require extensive revisions to the Contract Documents, that it is consistent with the Contract Documents and will produce the indicated results, and that it is compatible with other portions of the Work.
  2. Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant qualities include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
  3. Evidence that proposed product provides specified warranty.
  4. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners, if requested.
  5. Samples, if requested.

PART 3 - EXECUTION (Not Used)

END OF SECTION 016000

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SECTION 017300 - EXECUTION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. The Contractor, Subcontractors and/or suppliers providing goods or services referenced in or related to this Section shall also be bound by the Documents identified in Division 01 Section "Summary", Paragraph 1.1A, entitled "Related Documents."

1.2 SUMMARY

- A. This Section includes general procedural requirements governing execution of the Work including, but not limited to, the following:
1. General installation of products.
  2. Progress cleaning.
  3. Protection of installed construction.
  4. Correction of the Work.
- B. Related Sections include the following:
1. Division 01 Section "Project Management and Coordination" for procedures for coordinating field engineering with other construction activities.
  2. Division 01 Section "Cutting and Patching" for procedural requirements for cutting and patching necessary for the installation or performance of other components of the Work.
  3. Division 01 Section "Closeout Procedures" for final cleaning.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Existing Conditions: The existence and location of site improvements, utilities, and other construction indicated as existing are not guaranteed. Before beginning work, investigate and verify the existence and location of mechanical and electrical systems and other construction affecting the Work.
1. Before construction, verify the location and points of connection of utility services.
- B. Existing Utilities: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities and other construction affecting the Work.
1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, and water-service piping; and underground electrical services.
  2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.

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- C. Acceptance of Conditions: Examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
  - 1. Written Report: Where a written report listing conditions detrimental to performance of the Work is required by other Sections, include the following:
    - a. Description of the Work.
    - b. List of detrimental conditions, including substrates.
    - c. List of unacceptable installation tolerances.
    - d. Recommended corrections.
  - 2. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
  - 3. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
  - 4. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
  - 5. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

### 3.2 PREPARATION

- A. Existing Utility Information: Furnish information to Owner that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.
- B. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
- C. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- D. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents, submit a request for information to Architect. Include a detailed description of problem encountered, together with recommendations for changing the Contract Documents.

### 3.3 INSTALLATION

- A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
  - 1. Make vertical work plumb and make horizontal work level.
  - 2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
  - 3. Conceal pipes, ducts, and wiring in finished areas, unless otherwise indicated.
  - 4. Maintain minimum headroom clearance of 7'-6" in spaces without a suspended ceiling.
- B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.

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- C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.
- D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.
- E. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.
- F. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.
- G. Anchors and Fasteners: Provide anchors and fasteners as required to anchor each component securely in place, accurately located and aligned with other portions of the Work.
  - 1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.
  - 2. Allow for building movement, including thermal expansion and contraction.
  - 3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.
- H. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.
- I. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

#### 3.4 PROGRESS CLEANING

- A. General: Clean Project site and work areas daily, including common areas. Coordinate progress cleaning for joint-use areas where more than one installer has worked. Enforce requirements strictly. Dispose of materials lawfully.
  - 1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
  - 2. Do not hold materials more than 7 days during normal weather or 3 days if the temperature is expected to rise above 80 deg F.
  - 3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
- B. Site: Maintain Project site free of waste materials and debris.
- C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.
  - 1. Remove liquid spills promptly.
  - 2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.
- D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.

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- E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.
- F. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
- G. Waste Disposal: Burying or burning waste materials on-site will not be permitted. Washing waste materials down sewers or into waterways will not be permitted.
- H. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.
- I. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
- J. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

3.5 PROTECTION OF INSTALLED CONSTRUCTION

- A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.
- B. Comply with manufacturer's written instructions for temperature and relative humidity.

3.6 CORRECTION OF THE WORK

- A. Repair or remove and replace defective construction. Restore damaged substrates and finishes. Comply with requirements in Division 01 Section "Cutting and Patching."
  - 1. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment.
- B. Restore permanent facilities used during construction to their specified condition.
- C. Remove and replace damaged surfaces that are exposed to view if surfaces cannot be repaired without visible evidence of repair.
- D. Repair components that do not operate properly. Remove and replace operating components that cannot be repaired.
- E. Remove and replace chipped, scratched, and broken glass or reflective surfaces.

END OF SECTION 017300

SECTION 017329 – CUTTING AND PATCHING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. The Contractor, Subcontractors and/or suppliers providing goods or services referenced in or related to this Section shall also be bound by the Documents identified in Division 01 Section “Summary”, Paragraph 1.1A, entitled “Related Documents.”

1.2 SUMMARY

- A. This Section includes procedural requirements for cutting and patching.

1.3 DEFINITIONS

- A. Cutting: Penetration of in-place construction necessary to permit installation or performance of other Work, including the removal of debris.
- B. Patching: Fitting and repair work required to restore surfaces to original conditions after installation of other Work.

1.4 SUBMITTALS

- A. Cutting and Patching Proposal: Submit a proposal describing procedures at least 10 days before the time cutting and patching will be performed, requesting approval to proceed. Include the following information:
  - 1. Extent: Describe cutting and patching, show how they will be performed, and indicate why they cannot be avoided.
  - 2. Changes to In-Place Construction: Describe anticipated results. Include changes to structural elements and operating components as well as changes in building's appearance and other significant visual elements.
  - 3. Products: List products to be used and firms or entities that will perform the Work.
  - 4. Dates: Indicate when cutting and patching will be performed.
  - 5. Utility Services and Mechanical/Electrical Systems: List services/systems that cutting and patching procedures will disturb or affect. List services/systems that will be relocated and those that will be temporarily out of service. Indicate how long services/systems will be disrupted.
  - 6. Structural Elements: Where cutting and patching involve adding reinforcement to structural elements, submit details and engineering calculations showing integration of reinforcement with original structure.
  - 7. Architect's Approval: Obtain approval of cutting and patching proposal before cutting and patching. Approval does not waive Architect's right to later require removal and replacement of unsatisfactory work.

1.5 QUALITY ASSURANCE

- A. Structural Elements: Do not cut and patch structural elements in a manner that could change their load-carrying capacity or load-deflection ratio. Structural elements include, but are not limited to the following:
1. Concrete foundation construction.
  2. Bearing and retaining walls, including architectural precast panels.
  3. Lintels.
  4. Structural steel frame.
  5. Structural decking.
  6. Miscellaneous structural metals.
  7. Interior and/or exterior load bearing masonry wall construction.
- B. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety. Operating elements include the following:
1. Primary operational systems and equipment.
  2. Air or smoke barriers.
  3. Mechanical systems piping and ducts.
  4. Control systems.
  5. Communication systems.
  6. Electrical wiring systems.
- C. Miscellaneous Elements: Do not cut and patch miscellaneous elements or related components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety. Miscellaneous elements include the following:
1. Water, moisture, or vapor barriers.
  2. Membranes and flashings.
  3. Piping, ductwork, vessels, and equipment.
  4. Noise- and vibration-control elements and systems.
  5. Roofing systems.
- D. Visual Requirements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch construction exposed on the exterior or in occupied spaces in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.
- E. Cutting and Patching Conference: Before proceeding, meet at Project site with parties involved in cutting and patching, including mechanical and electrical trades. Review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. General: Comply with requirements specified in other Sections.
- B. In-Place Materials: Use materials identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.

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1. If identical materials are unavailable or cannot be used, use materials that, when installed, will match the visual and functional performance of in-place materials.

### PART 3 - EXECUTION

#### 3.1 EXAMINATION

- A. Examine surfaces to be cut and patched and conditions under which cutting and patching are to be performed.
  1. Compatibility: Before patching, verify compatibility with and suitability of substrates, including compatibility with in-place finishes or primers.
  2. Proceed with installation only after unsafe or unsatisfactory conditions have been corrected.

#### 3.2 PREPARATION

- A. Temporary Support: Provide temporary support of Work to be cut.
- B. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
- C. Adjoining Areas: Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.
- D. Existing Utility Services and Mechanical/Electrical Systems: Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to minimize interruption to occupied areas.

#### 3.3 PERFORMANCE

- A. General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
  1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.
- B. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
  1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots as small as possible, neatly to size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
  2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
  3. Concrete and Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
  4. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.

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5. Proceed with patching after construction operations requiring cutting are complete.
- C. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other Work. Patch with durable seams that are as invisible as possible. Provide materials and comply with installation requirements specified in other Sections.
1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate integrity of installation.
  2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.
    - a. Clean piping, conduit, and similar features before applying paint or other finishing materials.
    - b. Restore damaged pipe covering to its original condition.
  3. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove in-place floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.
    - a. Where patching occurs in a painted surface, apply primer and intermediate paint coats over the patch and apply final paint coat over entire unbroken surface containing the patch. Provide additional coats until patch blends with adjacent surfaces.
  4. Ceilings: Patch, repair, or rehang in-place ceilings as necessary to provide an even-plane surface of uniform appearance.
  5. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition.
- D. Cleaning: Clean areas and spaces where cutting and patching are performed. Completely remove paint, mortar, oils, putty, and similar materials.

END OF SECTION 017329

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SECTION 017700 – CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. The Contractor, Subcontractors and/or suppliers providing goods or services referenced in or related to this Section shall also be bound by the Documents identified in Division 01 Section “Summary”, Paragraph 1.1A, entitled “Related Documents.”

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
  - 1. Substantial Completion procedures.
  - 2. Final completion procedures.
  - 3. Warranties.
  - 4. Final cleaning.
  - 5. Repair of the Work.
- B. Related Sections include the following:
  - 1. Division 01 Section "Payment Procedures" for requirements for Applications for Payment for Substantial and Final Completion.
  - 2. Division 01 Section "Execution" for progress cleaning of Project site.
  - 3. Division 01 Section "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.
  - 4. Division 01 Section "Operation and Maintenance Data" for operation and maintenance manual requirements.
  - 5. Divisions 02 through 26 Sections for specific closeout and special cleaning requirements for the Work in those Sections.

1.3 ACTION SUBMITTALS

- A. Product Data: For cleaning agents.
- B. Contractor's List of Incomplete Items: Initial submittal at Substantial Completion.
- C. Certified List of Incomplete Items: Final submittal at Final Completion.

1.4 CLOSEOUT SUBMITTALS

- A. Certificates of Release: From authorities having jurisdiction.
- B. Certificate of Insurance: For continuing coverage.

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1.5 MAINTENANCE MATERIAL SUBMITTALS

- A. Schedule of Maintenance Material Items: For maintenance material submittal items specified in other Sections.

1.6 SUBSTANTIAL COMPLETION PROCEDURES

- A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's punch list), indicating the value of each item on the list and reasons why the Work is incomplete.

- B. Submittals Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.

1. Certificates of Release: Obtain and submit releases from authorities having jurisdiction permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
2. Submit closeout submittals specified in other Division 01 Sections, including project record documents, operation and maintenance manuals, final completion construction photographic documentation, damage or settlement surveys, property surveys, and similar final record information.
3. Submit closeout submittals specified in individual Divisions 2 through 16 Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
4. Submit maintenance material submittals specified in individual Divisions 2 through 16 Sections, including tools, spare parts, extra materials, and similar items, and deliver to location designated by Architect. Label with manufacturer's name and model number where applicable.
  - a. Schedule of Maintenance Material Items: Prepare and submit schedule of maintenance material submittal items, including name and quantity of each item and name and number of related Specification Section. Obtain Architect's signature for receipt of submittals.
5. Submit test/adjust/balance records.
6. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.

- C. Procedures Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.

1. Perform preventive maintenance on equipment used prior to Substantial Completion.
2. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems.
3. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
4. Complete final cleaning requirements, including touchup painting.
5. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.

- D. Inspection: Submit a written request for inspection to determine Substantial Completion a minimum of 10 days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.

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1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
2. Results of completed inspection will form the basis of requirements for Final Completion.

1.7 FINAL COMPLETION PROCEDURES

- A. Submittals Prior to Final Completion: Before requesting final inspection for determining final completion, complete the following:
1. Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
  2. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
  3. Submit lien waivers and/or certificate of payment received, as required by Owner, from all subcontractors.
  4. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems.
- B. Inspection: Submit a written request for final inspection for acceptance. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.
1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

1.8 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

- A. Preparation: Submit three copies of list. Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.
1. Organize list of spaces in sequential order.
  2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
  3. Include the following information at the top of each page:
    - a. Project name.
    - b. Date.
    - c. Name of Architect.
    - d. Name of Owner's Representative.
    - e. Name of Contractor.
    - f. Page number.

1.9 SUBMITTAL OF PROJECT WARRANTIES

- A. Submittal Time: Submit written warranties on request of Architect for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated.
- B. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual.

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1. Bind warranties and bonds in heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper.
  2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
  3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.
- C. Provide additional copies of each warranty to include in operation and maintenance manuals.

## PART 2 - PRODUCTS

### 2.1 MATERIALS

- A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

## PART 3 - EXECUTION

### 3.1 FINAL CLEANING

- A. General: Provide final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a portion of Project:
    - a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
    - b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
    - c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
    - d. Remove tools, construction equipment, machinery, and surplus material from Project site.
    - e. Remove snow and ice to provide safe access to building.
    - f. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
    - g. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
    - h. Sweep concrete floors broom clean in unoccupied spaces.
    - i. Remove labels that are not permanent.
    - j. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.

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- 1) Do not paint over "UL" and similar labels, including mechanical and electrical nameplates.
- k. Leave Project clean and ready for occupancy.
2. Before requesting final inspection for determining date of Final Completion, complete cleaning operations listed above as required following Substantial Completion and completion of all punch list items.
- C. Comply with safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on Owner's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from Project site and dispose of lawfully.

END OF SECTION 017700



SECTION 017823 - OPERATION AND MAINTENANCE DATA

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. The Contractor, Subcontractors and/or suppliers providing goods or services referenced in or related to this Section shall also be bound by the Documents identified in Division 01 Section "Summary", Paragraph 1.1A, entitled "Related Documents."

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for preparing operation and maintenance manuals, including the following:
  - 1. Maintenance manuals for the care and maintenance of products, materials, and finishes, systems and equipment.
- B. Related Sections include the following:
  - 1. Division 01 Section "Submittal Procedures" for submitting copies of submittals for operation and maintenance manuals.
  - 2. Division 01 Section "Closeout Procedures" for submitting operation and maintenance manuals.
  - 3. Division 01 Section "Project Record Documents" for preparing Record Drawings for operation and maintenance manuals.
  - 4. Divisions 02 through 26 Sections for specific operation and maintenance manual requirements for the Work in those Sections.

1.3 DEFINITIONS

- A. System: An organized collection of parts, equipment, or subsystems united by regular interaction.
- B. Subsystem: A portion of a system with characteristics similar to a system.

1.4 SUBMITTALS

- A. Submittals: **Submit three (3) draft copies** of each manual at least 15 days before requesting inspection for Substantial Completion. Include a complete operation and maintenance directory. Architect will return two copies of draft and mark whether general scope and content of manual are acceptable.
  - 1. Correct or modify each manual to comply with Architect's comments. Submit 2 copies of each corrected manual within 15 days of receipt of Architect's comments.

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1.5 COORDINATION

- A. Where operation and maintenance documentation includes information on installations by more than one factory-authorized service representative, assemble and coordinate information furnished by representatives and prepare manuals.

PART 2 - PRODUCTS

2.1 MANUALS, GENERAL

- A. Organization: Unless otherwise indicated, organize each manual into a separate section for each system and subsystem, and a separate section for each piece of equipment not part of a system. Each manual shall contain the following materials, in the order listed:
  - 1. Title page.
  - 2. Table of contents.
  - 3. Manual contents.
- B. Title Page: Enclose title page in transparent plastic sleeve. Include the following information:
  - 1. Subject matter included in manual.
  - 2. Name and address of Project.
  - 3. Name and address of Owner.
  - 4. Date of submittal.
  - 5. Name, address, and telephone number of Contractor.
  - 6. Name and address of Architect.
  - 7. Cross-reference to related systems in other operation and maintenance manuals.
- C. Table of Contents: List each product included in manual, identified by product name, indexed to the content of the volume, and cross-referenced to Specification Section number in Project Manual.
  - 1. If operation or maintenance documentation requires more than one volume to accommodate data, include comprehensive table of contents for all volumes in each volume of the set.
- D. Manual Contents: Organize into sets of manageable size. Arrange contents alphabetically by system, subsystem, and equipment. If possible, assemble instructions for subsystems, equipment, and components of one system into a single binder.
  - 1. Binders: Heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, in thickness necessary to accommodate contents, sized to hold 8-1/2-by-11-inch paper; with clear plastic sleeve on spine to hold label describing contents and with pockets inside covers to hold folded oversize sheets.
    - a. If two or more binders are necessary to accommodate data of a system, organize data in each binder into groupings by subsystem and related components. Cross-reference other binders if necessary to provide essential information for proper operation or maintenance of equipment or system.
    - b. Identify each binder on front and spine, with printed title "OPERATION AND MAINTENANCE MANUAL," Project title or name, and subject matter of contents. Indicate volume number for multiple-volume sets.

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2. Dividers: Heavy-paper dividers with plastic-covered tabs for each section. Mark each tab to indicate contents. Include typed list of products and major components of equipment included in the section on each divider, cross-referenced to Specification Section number and title of Project Manual.
3. Protective Plastic Sleeves: Transparent plastic sleeves designed to enclose diagnostic software diskettes for computerized electronic equipment.
4. Supplementary Text: Prepared on 8-1/2-by-11-inch white bond paper.
5. Drawings: Attach reinforced, punched binder tabs on drawings and bind with text.
  - a. If oversized drawings are necessary, fold drawings to same size as text pages and use as foldouts.
  - b. If drawings are too large to be used as foldouts, fold and place drawings in labeled envelopes and bind envelopes in rear of manual. At appropriate locations in manual, insert typewritten pages indicating drawing titles, descriptions of contents, and drawing locations.

## 2.2 PRODUCT MAINTENANCE MANUAL

- A. Content: Organize manual into a separate section for each product, material, and finish. Include source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds, as described below.
- B. Source Information: List each product included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual.
- C. Product Information: Include the following, as applicable:
  1. Product name and model number.
  2. Manufacturer's name.
  3. Color, pattern, and texture.
  4. Material and chemical composition.
  5. Reordering information for specially manufactured products.
- D. Maintenance Procedures: Include manufacturer's written recommendations and the following:
  1. Inspection procedures.
  2. Types of cleaning agents to be used and methods of cleaning.
  3. List of cleaning agents and methods of cleaning detrimental to product.
  4. Schedule for routine cleaning and maintenance.
  5. Repair instructions.
- E. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.
- F. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
  1. Include procedures to follow and required notifications for warranty claims.

PART 3 - EXECUTION

3.1 MANUAL PREPARATION

- A. Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.
- B. Manufacturers' Data: Where manuals contain manufacturers' standard printed data, include only sheets pertinent to product or component installed. Mark each sheet to identify each product or component incorporated into the Work. If data include more than one item in a tabular format, identify each item using appropriate references from the Contract Documents. Identify data applicable to the Work and delete references to information not applicable.
  - 1. Prepare supplementary text if manufacturers' standard printed data are not available and where the information is necessary for proper operation and maintenance of equipment or systems.
- C. Drawings: Prepare drawings supplementing manufacturers' printed data to illustrate the relationship of component parts of equipment and systems and to illustrate control sequence and flow diagrams. Coordinate these drawings with information contained in Record Drawings to ensure correct illustration of completed installation.
  - 1. Do not use original Project Record Documents as part of operation and maintenance manuals.
- D. Comply with Division 01 Section "Closeout Procedures" for schedule for submitting operation and maintenance documentation.

END OF SECTION 017823

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SECTION 017839 - PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. The Contractor, Subcontractors and/or suppliers providing goods or services referenced in or related to this Section shall also be bound by the Documents identified in Division 01 Section "Summary", Paragraph 1.1A, entitled "Related Documents."

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for Project Record Documents, including the following:
1. Record Drawings.
  2. Record Specifications.
  3. Record Product Data.
  4. Miscellaneous record submittals.
- B. Related Sections include the following:
1. Division 01 Section "Closeout Procedures" for general closeout procedures.
  2. Division 01 Section "Operation and Maintenance Data" for operation and maintenance manual requirements.
  3. Divisions 02 through 26 Sections for specific requirements for Project Record Documents of the Work in those Sections.

1.3 SUBMITTALS

- A. Record Drawings: Comply with the following:
1. Number of Copies: Submit copies of record Drawings as follows:
    - a. Initial Submittal: Submit one paper copy set of marked-up record prints and one set(s) of plots from corrected record digital data files. Architect will indicate whether general scope of changes, additional information recorded, and quality of drafting are acceptable.
    - b. Final Submittal: Submit one paper copy set of marked-up record prints, one set(s) of record digital data files, and three set(s) of record digital data file plots. Plot each drawing file, whether or not changes and additional information were recorded.
      - 1) Electronic Media: DVD-R.
- B. Record Specifications: Submit two (2) copies of Project's Specifications, including addenda and contract modifications.
- C. Record Product Data: Submit two (2) copies of each Product Data submittal.
1. Where Record Product Data is required as part of operation and maintenance manuals, submit marked-up Product Data as an insert in manual instead of submittal as Record Product Data.

PART 2 - PRODUCTS

2.1 RECORD DRAWINGS

- A. Record Prints: Maintain one set of black-line white prints of the Contract Drawings and Shop Drawings.
1. Preparation: Mark Record Prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to prepare the marked-up Record Prints.
    - a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
    - b. Accurately record information in an understandable drawing technique.
    - c. Record data as soon as possible after obtaining it. Record and check the markup before enclosing concealed installations.
  2. Content: Types of items requiring marking include, but are not limited to, the following:
    - a. Dimensional changes to Drawings.
    - b. Revisions to details shown on Drawings.
    - c. Depths of foundations below first floor.
    - d. Locations and depths of underground utilities.
    - e. Revisions to routing of piping and conduits.
    - f. Revisions to electrical circuitry.
    - g. Actual equipment locations.
    - h. Duct size and routing.
    - i. Locations of concealed internal utilities.
    - j. Changes made by Change Order or Construction Change Directive.
    - k. Changes made following Architect's written orders.
    - l. Details not on the original Contract Drawings.
    - m. Field records for variable and concealed conditions.
    - n. Record information on the Work that is shown only schematically.
  3. Mark the Contract Drawings or Shop Drawings, whichever is most capable of showing actual physical conditions, completely and accurately. If Shop Drawings are marked, show cross-reference on the Contract Drawings.
  4. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
  5. Mark important additional information that was either shown schematically or omitted from original Drawings.
  6. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.
- B. Newly Prepared Record Drawings: Prepare new Drawings instead of preparing record Drawings where Architect determines that neither the original Contract Drawings nor Shop Drawings are suitable to show actual installation.
1. New Drawings may be required when a Change Order is issued as a result of accepting an alternate, substitution, or other modification.
  2. Consult Architect for proper scale and scope of detailing and notations required to record the actual physical installation and its relation to other construction. Integrate newly prepared record Drawings into record Drawing sets; comply with procedures for formatting, organizing, copying, binding, and submitting.

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- C. Format: Identify and date each Record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.
  - 1. Record Prints: Organize Record Prints into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
  - 2. Record Digital Data Files: Organize digital data information into separate electronic files that correspond to each sheet of the Contract Drawings. Name each file with the sheet identification. Include identification in each digital data file.
  - 3. Identification: As follows:
    - a. Project name.
    - b. Date.
    - c. Designation "PROJECT RECORD DRAWINGS."
    - d. Name of Architect.

## 2.2 RECORD SPECIFICATIONS

- A. Preparation: Mark Specifications to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.
  - 1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
  - 2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
  - 3. Record the name of manufacturer, supplier, installer, and other information necessary to provide a record of selections made.
  - 4. For each principal product, indicate whether Record Product Data has been submitted in operation and maintenance manuals instead of submitted as Record Product Data.
  - 5. Note related Change Orders, Record Product Data, and Record Drawings where applicable.
- B. Format: Submit record Specifications as paper copy.

## 2.3 RECORD PRODUCT DATA

- A. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.
  - 1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
  - 2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
  - 3. Note related Change Orders, Record Specifications, and Record Drawings where applicable.
- B. Format: Submit record Product Data as paper copy.
  - 1. Include record Product Data directory organized by specification section number and title, electronically linked to each item of record Product Data.

2.4 MISCELLANEOUS RECORD SUBMITTALS

- A. Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.
- B. Format: Submit miscellaneous record submittals as paper copy.
  - 1. Include miscellaneous record submittals directory organized by specification section number and title, electronically linked to each item of miscellaneous record submittals.

PART 3 - EXECUTION

3.1 RECORDING AND MAINTENANCE

- A. Recording: Maintain one copy of each submittal during the construction period for Project Record Document purposes. Post changes and modifications to Project Record Documents as they occur; do not wait until the end of Project.
- B. Maintenance of Record Documents and Samples: Store Record Documents and Samples in the field office apart from the Contract Documents used for construction. Do not use Project Record Documents for construction purposes. Maintain Record Documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to Project Record Documents for Architect's reference during normal working hours.
  - 1. Acceptance of Application for payment is contingent upon acceptance of maintained and up-to-date record documents.

END OF SECTION 017839

SECTION 018119 – INDOOR AIR QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. The Contractor, Subcontractors and/or suppliers providing goods or services referenced in or related to this Section shall also be bound by the Documents identified in Division 01 Section “Summary”, Paragraph 1.1A, entitled “Related Documents.”

1.2 SUMMARY

- A. This Section includes the following:
1. Microbial and fungal contamination control.
  2. Indoor air quality and pollution control.
  3. Heating, ventilating, and air conditioning.
  4. Description of Indoor Air Quality (IAQ) Construction Plan.
  5. IAQ Construction requirements.
- B. Related Sections: The following Sections contain requirements that relate to this Section:
1. Division 01 Section “Temporary Facilities and Controls” for temporary facility requirements.
  2. Division 01 Section “Closeout Procedures” for final cleaning.

1.3 INDOOR AIR QUALITY

- A. Goals: The Owner has set the following goals to maintain indoor air quality for jobsite operations for this Project, within the limits of the construction schedule, Contract sum, and utilizing available materials, equipment, products, and services.
1. Protect workers on-site from undue health risks during construction.
  2. Prevent residual problems with indoor air quality in the completed building.
- B. Product Emission Rate Standards: Test to ASTM D 5116 for Maximum Indoor Air Concentration Levels.
1. Formaldehyde:
    - a. 0.03 parts per million where no other requirements are specified.
    - b. 0.005 parts per million where products are specified as formaldehyde free.
  2. Total VOC Emissions for Carpet Tile, Adhesives, and Sealers: 0.05 mg/m<sup>2</sup> per hour.
  3. 4 Phenyl Cyclohexene (4-PC) Particulate Emissions for Carpet: 1 part per billion.
  4. Total Particulate Emission Rate Levels: 50 ug/m<sup>3</sup>.
  5. Primary and Secondary Regulated Pollutants: Conform to USEPA, Code of Federal Regulations, Title 40, Part 50 National Air Ambient Air Quality Standard. Refer to EPA Web Site: <http://www.epa.gov/epahome/rules.html#codified>.
  6. Other Pollutants not Listed: Not greater than 1/10 of Threshold Limit Value - Time Weighted Average (TLV-TWA) Industrial workplace standard.

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- C. Architectural Coatings - Volatile Organic Compound (VOC) Content Limits: Conform to US Environmental Protection Agency (EPA) Federal Register 48886/Vol. 63, No. 176 Friday, September 11, 1998/Rules and Regulations. Refer to EPA Web Site: <http://www.epa.gov/>.

1.4 SUBMITTALS

- A. Indoor Air Quality Construction Plan: Within fourteen (14) days of Notice to Proceed, prior to any waste removal by the Contractor, the Contractor shall develop and submit for review an indoor air quality plan, including the following:
  - 1. List of IAQ protective measures to be instituted on the site.
  - 2. Schedule for inspections and maintenance of IAQ measures.
- B. Substitutions: If the Contractor elects to use procedures, materials, equipment or products that are not specified, but meet the intent of these specifications, submit an alternative solution for approval.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Do not use products in combination with or in contact with other products that can be identified as combining to form toxic fumes or sustained odors.
- B. Do not use solvents within interior areas that may penetrate and be retained in absorptive materials such as concrete, gypsum board, wood, cellulose products, fibrous material, and textiles.

PART 3 - EXECUTION

3.1 GENERAL

- A. Protect construction materials from contamination and pollution from contact with construction dust, debris, fumes, solvents, and other environmentally polluting materials.
- B. Conduct regular inspection and maintenance of indoor air quality measures including ventilation system protection, and ventilation rate.
- C. Use low-toxic cleaning supplies for surfaces, equipment, and worker's personal use. Options include soybean-based solvents and cleaning options and citrus-based cleaners.
- D. Use safety meetings, signage, and subcontractor agreements to communicate the goals of the indoor air quality construction plan.
- E. Clean spills immediately involving solvents or cleaners.

3.2 HEATING, VENTILATING, AND AIR CONDITIONING

- A. The Contractor is required to meet or exceed the minimum requirements of the Sheet Metal and Air conditioning National Contractor's Association (SMACNA) IAQ Guidelines for Occupied Buildings Under Construction, 1995, and the following:

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1. Do not run HVAC system during course of construction. Seal ductwork intake and exhaust vents as required.
2. Heat, dehumidify and ventilate building during course of Work as necessary to maintain environmental conditions suitable for drying and curing materials and for prevention of conditions suitable for mold and mildew growth.
  - a. Ventilate building removing moisture, dust, fumes, and odors.
  - b. Temper and dehumidify air as needed to remove excess moisture.
  - c. Refer to Division 01 Section "Temporary Facilities and Controls" for temporary heating requirements.
3. Flush out building prior to Substantial Completion.
  - a. Install new filters and run air handling units using 100 percent outside air for a two week period, or until five air exchanges of the building have been completed. Maintain indoor air temperature at 60 deg F during this period.
  - b. Install new filters following flush out.

**3.3 MICROBIAL AND FUNGAL CONTAMINATION CONTROL**

- A. Perform, schedule, and sequence Work as required to limit conditions supporting formations of microbes, molds, and fungi.
  1. Control water penetration, dampness, and humidity to prevent products not treated for exterior use from becoming soaked or damp.
- B. When visible formations are observed and when formations completely removed by non-abrasive surface cleaning:
  1. Remove and replace materials identified as food sources for microbes, molds, and fungi.
  2. Correct conditions supporting microbial, mold, and fungal growth.
- C. Remove interior products and finishes, identified as food sources, that have absorbed sufficient moisture to become damp whether or not microbial, mold, or fungal growth is observed. Products may include, but not be limited to, the following:
  1. Gypsum board cores.
  2. Organic materials composed of cellulose fiber or paper.
  3. Materials containing sucrose or other binders identified as supporting microbial growth.
- D. Remove fibrous insulation materials subject to retaining moisture such as duct liner, insulation, and other materials that are made wet or damp and cannot immediately be made dry.
- E. Repair or replace ductwork, pans, and other conditions where moisture condensation, water penetration, or drained water has caused damage to such materials.
  1. Remove conditions that have become an environment for microbes, molds, or fungi.
  2. Do not permit conditions leading to standing water.
- F. Remedial Action: Notify Owner, Owner's Representative, and Architect prior to beginning remedial action where continuation by hazardous chemicals, microbes, and fungi is suspected.

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3.4 DUST CONTROL

- A. Levels of airborne respirable dust in excess of 15pg/m<sup>3</sup> are considered excessive. Should such levels be reached or exceeded, discontinue activities which are creating dust, clean all surfaces, and take action to reduce the level of dust being created to within acceptable limits.

END OF SECTION 018119

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SECTION 028300 – LEAD ABATEMENT

PART 1 GENERAL

1.1 RELATED DOCUMENTS

- A. The project Contract Documents, including any General Supplementary Conditions, apply to this Section.
- B. Fuss & O’Neill EnviroScience, LLC Limited Hazardous Materials Inspection Report (November 2014).

1.2 CONSULTANT

- A. The Owner and the Architect may retain a Consultant for the purposes of project management and monitoring during lead abatement activities. The Consultant shall represent the Owner and the Architect in all phases of the abatement project at the discretion of the Owner. The Contractor will regard the Consultant's direction as authoritative and binding as provided herein, in matters particularly but not limited to; work area approval, monitoring results review, various segments of work completion, abatement final completion, data submission review, and daily field punch list items.

1.3 USE OF CONTRACT DOCUMENTS

- A. It shall be incumbent upon the Contractor to visit the building located at 172 Puritan Road in Fairfield, Connecticut (the “Site”) and determine what is existing, its condition, and what will be required to accomplish the Work intended by the Contract the Site and understand the existing conditions.
- B. All work shall comply with the Contract Documents and with applicable codes, laws, regulations, and ordinances wherever applicable. The most stringent of all the foregoing shall govern.
- C. It is not intended that the Specifications show every detail of the Work, but the Contractor shall be required to furnish within the Contract Sum all material and labor necessary for the completion of the Work in accordance with the intent of the Specifications.
- D. In case of ambiguity among the Contract documents, the more stringent requirement as determined by the Consultant shall prevail.
- E. The Work of this Contract includes making modifications as necessary, subject to approval by Owner in consultation with the Consultant, to correct any conflicts between contract documents.
- F. All items, not specifically mentioned in the Specifications, but implied by trade practices to complete the work, shall be included.

1.4 SITE EXAMINATION

- A. It is understood that the Contractor has examined the Site and made their own estimates of the facilities and difficulties attending the execution of the Work, and has based their price thereon.
- B. Except for unforeseeable concealed conditions as determined by the Consultant, the Contractor shall make no claim for additional cost due to the existing conditions at the Site.

1.5 CONTRACTUAL QUALIFICATIONS

- A. All bidders shall submit a record of prior experience in similar projects, listing no less than three completed jobs in the past year, with all projects of similar size and scope. The Contractor shall list the experience and training of the project foremen and all on-site personnel. The information that should be included is as follows:
  - 1. Project Name and Address
  - 2. Owner's Name and Address

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3. Architect/Consultant
4. Contract Amount
5. Date of Completion
6. Extras and Changes

- B. Submit a written statement regarding whether the Contractor has ever received a citation with federal or state asbestos and/or lead regulations pertaining to worker protection, removal, transport, or disposal.
- C. The Contractor shall be a United States Environmental Protection Agency (EPA)-Certified Lead-Safe Renovator in accordance with the EPA Lead Renovation, Repair, and Painting Rule (RRP Rule). **All workers and supervisors** shall have completed 8 hours of training and received certification as lead safe renovators. This is a requirement of the United States Department of Housing and Urban Development (HUD) regulation Title 24 CFR, Part 35.

1.6 CONSTRUCTION PROGRESS SCHEDULE

- A. To assure adequate planning and execution of the Work, and to assist the Consultant in appraising the reasonableness of the Contractor's applications for payment, the Contractor shall prepare and maintain a detailed Progress Schedule.
- B. The Contractor shall supervise and direct all work of theirs and other trades using their best skill and attention. The Contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the work under the Contract.
- C. Due to the nature of this construction work, the scheduling or phasing of work under this Contract may be adjusted by the Owner. As long as the Scope of Work is not altered, adjustments to the project phasing shall have no effect on the contract price.
- D. A pre-construction meeting shall be attended by the contractor and any sub-contractors. The assigned Supervisor must attend this meeting.

1.7 TESTING LABORATORY SERVICES

- A. The Contractor shall submit to the Architect and the Consultant the name, address, and qualifications of proposed laboratories intended to be utilized for sample analysis as required by this Section.

1.8 ADDITIONAL GENERAL REQUIREMENTS

- A. The Contractor shall designate a Supervisor for the work to insure compliance with state and federal regulations. The Supervisor shall be the competent person as defined by Occupational Safety and Health Administration (OSHA) regulations.
- B. The Contractor shall allow the work of this contract to be inspected if required by local, state, federal, and any other authorities having jurisdiction over such work. The Contractor shall immediately notify the Owner, the Architect, and the Consultant and shall maintain written evidence of such inspection for review by the Owner, the Architect, and the Consultant.
- C. The Contractor shall incur the cost of all fines resulting from regulatory non-compliance as issued by federal, state, and local agencies. The Contractor shall incur the cost of all work requirements mandated by federal, state, and local agencies as a result of regulatory non-compliance or negligence.
- D. The Contractor shall immediately notify the Owner, the Architect, and the Consultant of the delivery of all permits, licenses, certificates of inspection, of approval, or occupancy, etc., and any other such instruments required under codes by authorities having jurisdiction, regardless of to who issued, and shall cause them to be displayed to the Owner, the Architect, and the Consultant for verification and recording.

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**1.9 PROJECT SCOPE OF WORK**

- A. Work outlined in this Section includes all work necessary for the abatement of lead paint hazards at the Site. Work shall be performed in compliance with EPA RRP Rule regulations and HUD Lead Safe Work Practices. The property is considered Target Housing, however is not currently occupied by a child under the age of six and Connecticut Regulations Section 19a-111 do not apply.
- B. Responsibilities of Lead-Safe Renovation Contractors: The responsible party of the Lead-Safe Renovation Contractor or other entity conducting renovation work shall ensure the following:
  - 1. All persons performing renovation work are responsible persons or employees of the Lead-Safe Renovation Contractors.
  - 2. A person who is Certified as a Lead-Safe Renovator Supervisor or a licensed Lead Abatement Supervisor hereinafter referred to as Supervisor shall be assigned to the project for each contractor performing renovation work where lead paint is to be disturbed and be on-site at all times during Lead-Safe Renovation Work.
  - 3. All workers performing Lead-Safe Renovation shall be Certified as Lead-Safe Renovator Supervisors or have received requisite training as required by HUD regulations
  - 4. Prior to the start of work the Lead-Safe Renovation Contractor shall ensure pre-renovation notification requirements for providing EPA Pamphlet are adhered to.
  - 5. The Lead-Safe Renovation Contractor and Supervisor shall ensure that lead safe work practice requirements are utilized in accordance with EPA RRP Rule and HUD regulations
  - 6. The required record keeping documentation of the Lead-Safe Renovation work shall be maintained as required.
- C. Responsibilities of Lead-Safe Renovation Supervisors: The responsible party of the Lead-Safe Renovation Contractor shall ensure the following:
  - 1. The Supervisor shall be assigned to the project for each contractor performing renovation work where lead paint is to be disturbed and be on site at all times during Lead-Safe Renovation Work.
  - 2. The Lead Safe Renovation Supervisor shall oversee and ensure that lead safe work practice requirements are utilized in accordance EPA RRP Rule and HUD regulations.
  - 3. Upon the completion of work conduct the required visual clearance inspection and cleaning verification as required by the RRP Rule.
- D. The following table summarizes the exterior defective lead based paint identified requiring removal and proper disposal as hazardous lead waste:

<b>LOCATION</b>	<b>ABATEMENT ITEM</b>	<b>SCOPE OF WORK</b>
Exterior (All Sides)	White Wood Siding Paint	Scrape to Intact Defective LBP (LBP) and Encapsulate Remediated Surfaces
Exterior, A-Side	Green Wood Door Paint & White Wood Door Casing Paint	Scrape to Intact Defective LBP and Encapsulate Remediated Surfaces
Exterior (All Sides)	White Wood Window Trim Paint	Scrape to Intact Defective LBP and Encapsulate Remediated Surfaces

- E. The Contractor shall be responsible for verifying the material quantities to be removed and the material conditions.
- F. Waste generated during all work activities shall be presumed hazardous waste for disposal and properly disposed.

**1.10 DEFINITIONS**

- A. The following definitions relative to asbestos abatement may apply:

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1. **ABATEMENT** - A measure or set of measures designed to permanently eliminate LBP hazards or LBP. Abatement strategies include the removal of LBP, enclosure, encapsulation, replacement of building components coated with LBPLBP, removal of lead-contaminated dust, and removal of lead-contaminated soil or overlaying soil with a durable covering such as asphalt.
2. **ACTION LEVEL** - Employee exposure, without regard to the use of respirators, to an airborne concentration of lead of 30 micrograms per cubic meter ( $\mu\text{g}/\text{m}^3$ ) calculated as an eight hour time weighted average.
3. **ABRASIVE REMOVAL** - A method of abatement that entails the removal of LBP using mechanical removal equipment fitted with a high-efficiency particulate air (HEPA) dust collection system.
4. **ARCHITECT** - Quisenberry Arcari Architects located at 318 Main Street in Farmington, CT, 06032.
5. **Atomic Absorption Spectrophotometer (AAS)** - An instrument which measures the lead content in parts per million (ppm) using a lead source lamp and a flame capable of measuring the absorbed energy and converting it to concentration.
6. **BIOLOGICAL MONITORING** - The analysis of a person's blood to determine the level of lead contamination in the body.
7. **CEERTIFIED RENOVATOR** - An individual who is approved to carry out remodeling work practices described in the terms of the Lead, Renovation, Repair, & Painting (RRP) rule issued by the United States Environmental Protection Agency on April 22, 2008.
8. **CHEMICAL REMOVAL** - A method of abatement which entails the removal of LBP using caustic or solvent based chemical paint strippers.
9. **CHILD-OCCUPIED FACILITY** - A building or a portion of a building, constructed prior to 1978, and visited by the same child of less than six years of age on at least two different days within any week (Sunday through Saturday), provided that each day's visit lasts at least three hours and the combined weekly visits last at least six hours, and the combined annual visits last at least 60 hours. Child-Occupied Facilities may be located in target housing or in public or commercial buildings. With respect to common areas in public or commercial buildings that contain Child-Occupied Facilities, the Child-Occupied Facility encompasses only the exterior sides of the building that are immediately adjacent to the Child-Occupied Facility.
10. **CLEANING VERIFICATION CARD**: A card developed and distributed, or otherwise approved by EPA for the purpose of determining, through comparison of wet and dry disposable cleaning cloths with the card, whether post-renovation cleaning has been adequately completed.
11. **COMPETENT PERSON** - An individual who is capable of identifying existing and predictable lead hazards in the surroundings or working conditions and who has authorization to take prompt corrective measures to eliminate them.
12. **COMPLETE ABATEMENT** - Abatement of all LBP inside or outside a dwelling or building and reduction of any lead-contaminated dust or soil hazards. All of these strategies require preparation; cleanup; post abatement clearance testing; record keeping; and, if applicable, reevaluation and on-going monitoring.
13. **CONSULTANT** - Fuss & O'Neill EnviroScience, LCC, located at 56 Quarry Road in Trumbull, CT, 06611.
14. **DETERIORATED PAINT** - Paint that is peeling, flaking, chalking, scaling, or chipping; paint that is over a defective or deteriorated substrate; or paint that is damaged in any manner such that a child can get paint from the damaged area. Deteriorated paint shall be classified as either in fair condition or poor condition.
15. **ELEVATED BLOOD LEAD LEVEL** - A blood lead concentration as defined in Regulations of the State of Connecticut. A blood lead concentration equal to or greater than 40 micrograms per deciliter ( $\mu\text{g}/\text{dl}$ ) as defined in OSHA Standard Title 29 CFR, Part 1926.62.
16. **ENCAPSULATION** - The resurfacing or covering of surfaces, and sealing or caulking with durable materials so as to prevent or control chalking or flaking of substances containing LBP.
17. **ENCLOSURE** - The use of rigid, durable construction materials that are mechanically fastened to the substrate to act as a barrier between the LBP and the environment.
18. **ENGINEERING CONTROLS** - Measures implemented at the work site to contain, control, and/or otherwise reduce worker exposure to, and environmental releases of lead dust and debris.
19. **EVALUATION** - Risk assessment, paint inspection, reevaluation, investigation, clearance examination, or risk assessment screen.

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20. **FIXED OBJECT** - A unit of equipment or furniture in the work area which cannot, as determined by the State, be removed from the work area.
21. **HAZARDOUS WASTE** - As defined in the Resource Conservation and Recovery Act (RCRA) the term "hazardous waste" means a solid waste, or combination of solid wastes, which because of its quantity; concentration; or physical, chemical, or infectious characteristics may cause, or significantly contribute to increases in mortality, increase in serious and irreversible or incapacitating but reversible illness, or pose a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported, or disposed. As defined in the regulations, solid waste is hazardous if it meets one of four conditions:
  - a. Exhibits a characteristic of a hazardous waste (Title 40 CFR, Parts 261. 20 through Part 261.24),
  - b. Has been listed as hazardous (Title 40 CFR, Parts 261.31 through Part261.33),
  - c. Is a mixture containing a listed hazardous waste and a non-hazardous solid waste (unless the mixture is specifically excluded or no longer exhibits any of the characteristics of hazardous waste), or
  - d. Is not excluded from regulation as a hazardous waste.
22. **INSPECTION** - A surface-by surface investigation to determine the presence of LBP (in some cases including dust and soil sampling) and a report of the results.
23. **INSPECTOR** - An individual who meets the licensing and certification requirements of the State of Connecticut Department of Public Health (CTDPH) Sections 20-478-1 through 20-478-3 to (1) perform inspections to determine and report the presence of LBP on a surface-by-surface basis through on-site testing, (2) report the findings of such an inspection, (3) collect environmental samples for laboratory analysis, (4) perform clearance testing, and (5) document successful compliance with LBP hazard control requirements or standards.
24. **INTACT SURFACE** - A defect-free surface with no loose, peeling, chipping, or flaking paint. Painted surfaces must be free from crumbling, cracking or falling plaster and must not have holes in them. Intact surfaces must not be damaged in any way.
25. **INTERIM CONTROLS** - A set of measures designed to temporarily reduce human exposure or possible exposure to LBP hazards. Such measures include specialized cleaning, repairs, maintenance painting, temporary containment, and management and resident education programs. Interim controls also include dust removal; paint film stabilization; treatment of friction and impact surfaces; installation of soil coverings, such as grass or sod; and land-use controls.
26. **LLEAD ABATEMENT PLAN** - A written plan that identifies the location of intact and defective LBP and describes how defective lead-based surfaces will be abated and how the environment, health, and safety will be protected.
27. **LBP** - Paint or other surface coatings that contain lead equal to or greater than 1.0 milligrams of lead per square centimeter or greater than 0.5% by weight.
28. **LBP HAZARD** - Any condition that causes exposure to lead from lead-contaminated dust, lead-contaminated soil, or deteriorated LBP would have an adverse effect on human health. LBP hazards include for example, deteriorated LBP, leaded dust levels above applicable standards, and bare leaded soil above applicable standards.
29. **LBP HAZARD CONTROL** - Activities to control and eliminate LBP hazards, including interim controls, abatement, and complete abatement.
30. **LBP ABATEMENT PLANNER/DESIGNER** - An individual who meets the licensing and certification requirements of the State of Connecticut, Department of Public Health, Sections 20-478-1 through 20-478-3 for planning and designing LBP abatement projects.
31. **LEAD CONSULTANT** - An individual who meets the licensing and certification requirements of the CTDPH Sections 20-478-1 through 20-478-3 to perform as an inspector, risk assessor or planner/designer
32. **LEAD CONTROL AREA** - An area where lead abatement operations are performed where airborne concentrations of lead dust exceed or can reasonably be expected to exceed the permissible exposure limit. The lead control area is isolated by physical boundaries from occupied areas to prevent the spread of lead dust, paint chips, debris, and unauthorized entry of personnel.
33. **LEAD-FREE DWELLING** - A lead-free dwelling contains no LBP-coated surfaces and has interior dust and exterior soil lead levels below the applicable CTDPH, HUD and EPA standards.
34. **LEAD HAZARD SCREEN** - A means of determining whether residences in good condition should have a full risk assessment. Also called a risk assessment screen.

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35. LEAD-SAFE DWELLING - A lead-safe dwelling contains intact or encapsulated LBP and has interior dust and exterior soil lead levels below the applicable CTDPH, HUD and EPA standards.
36. MANIFEST - The shipping document (EPA Form 8700-22 or a comparable form required by the State or locality) used for identifying the quantity, composition, origin, routing, and destination of hazardous waste during its transport from the point of generation to the point of treatment, storage, or disposal.
37. OWNER – Martha Edwards
38. PAINT FILM STABILIZATION - The process of wet scraping, priming, and repainting surfaces coated with deteriorated LBP; paint film stabilization includes cleanup and clearance.
39. PAINT REMOVAL - An abatement strategy that entails the removal of LBP from surfaces. For lead hazard control work, this can mean using chemicals, heat guns below 700 degrees Fahrenheit, and certain contained abrasive methods. Open flame burning, open abrasive blasting, sand blasting, water blasting and extensive dry scraping are prohibited paint removal methods.
40. PERMISSIBLE EXPOSURE LIMIT (PEL) - 50 µg/m<sup>3</sup> of air averaged over an 8 hour period as determined by Title 29 CFR, Part 1926.62.
41. PERSONAL MONITORING - Sampling of lead concentrations within the breathing zone of a worker to determine the 8-hour time weighted average concentration in accordance with Title 29 CFR, Part 1926.62. Samples shall be representative of the employee's work tasks.
42. RE-EVALUATION - In lead hazard control work the combination of a visual assessment, and collection of environmental samples performed by a certified risk assessor to determine if a previously implemented LBP hazard control measure is still effective and if the dwelling remains lead-safe.
43. REPLACEMENT - A strategy of abatement that entails removing components such as windows, doors, and trim that have lead painted surfaces and installing new or de-lead components free of LBP.
44. RISK ASSESSMENT - An on-site investigation of a residential dwelling to discover any LBP hazards. Risk assessments include an investigation of the age, history, management, and maintenance of the dwelling, and the number of children under age 6 and women of childbearing age who are residents; a visual assessment; limited environmental sampling (i.e., collection of dust wipe samples, soil samples, and deteriorated paint samples); and preparation of a report identifying acceptable abatement and interim control strategies based on specific conditions.
45. RISK ASSESSMENT SCREEN - A type of risk assessment performed only in buildings in good condition using fewer samples but more stringent evaluation criteria (standards) to determine lead hazards.
46. RISK ASSESSOR - An individual who meets the licensing and certification requirements of the CTDPH Sections 20-478-1 through 20-478-3 to (1) perform risk assessments, (2) identify acceptable abatement and interim control strategies for reducing identified LBP hazards, (3) perform clearance testing and reevaluations, and (4) document the successful completion of LBP hazard control activities.
47. TARGET HOUSING – Any housing constructed prior to 1978, except housing for the elderly or persons with disabilities (unless a child under the age of six resides or is expected to reside in such housing) and any zero-bedroom dwelling.
48. TOXICITY CHARACTERISTIC LEACHING PROCEDURE (TCLP) - Toxicity characteristic leaching procedure utilizing EPA Test method SW-846, Method 1311 to determine whether waste can be classified as hazardous or construction waste for disposal purposes.
49. VISIBLE RESIDUE - Any paint debris, dust, or chips on surfaces within the work area where lead abatement has taken place and which is visible to the unaided eye.
50. WET CLEANING - The process of eliminating lead dust and chip contamination from surfaces by using cloths, mops, or other cleaning tools which have been dampened with water and afterwards disposing of the cleaning items as hazardous lead waste.
51. WIPE TEST - A test used to determine the concentration of lead particles; used to determine whether clearance levels for lead abatement have been achieved. A wipe test assimilates the dust from a measured surface area of about one square foot and is laboratory analyzed to determine the quantity of lead contained in that area.
52. X-RAY FLUORESCENCE (XRF) ANALYZER - An analytical instrument which measures lead concentration of dried paint on surfaces or in a laboratory sample in milligrams per square centimeter (mg/cm<sup>2</sup>) using a radioactive source within the instrument. There are two types of XRF-analyzers commonly available which require distinct and different testing protocols - "direct read" and "spectrum analyzer".

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1.11 SUBMITTALS

- A. The Contractor shall submit the following to the Architect and the Consultant in one complete package prior to the pre-construction meeting:
1. Submit a schedule to the Owner, the Architect, and the Consultant that defines a timetable for executing and completing the project, including set-up, removal, cleanup, decontamination, disposal, and clearance sampling.
  2. Submit the identity of the hauling contractor and location of the landfill to be used. Also submit current valid operating permits in certificates of insurance for the transport and landfill.
  3. Submit video documentation showing the conditions of the building prior to the start of work. The contractor will be held responsible for all damage to the building and its contents not shown on the video documentation.
  4. Submit the plans and construction details for the construction of the decontamination system and the isolation of the work areas as may be necessary for compliance with this specification and applicable regulations.
  5. Submit the training, medical records, and fit test records of each employee who may be on the project site exposed to lead.
  6. Submit the qualifications of the laboratory who the Contractor proposes to use to analyze personal air samples for OSHA employee exposure monitoring if applicable.
  7. Submit detailed product information on all materials and equipment proposed for lead abatement work on this project.
  8. Submit pertinent information regarding the qualifications of the Project Supervisor (competent person) for this project as well as a list of past projects completed. Submit a chain of command for the project.
  9. Submit a site-specific Emergency Action Plan for the project.
  10. Submit a written site-specific Respiratory Protection Program for employees for the Work, including make, model and National Institute of Occupational Safety and Health (NIOSH) approval numbers of respirators to be used at the Site.
  11. No work on the Site will be allowed to begin until the Architect and the Consultant as listed herein approve the Pre-Job Submittals. Any delay caused by the Contractor's refusal or inability to submit this documentation in a timely manner does not constitute a cause for change order or a time extension;
- B. The following shall be submitted to the Owner, the Architect, and the Consultant during the work:
1. Results of personal air sampling
  2. Training and medical records for new employees to start work (24-hours in advance)
- C. The following shall be submitted to the Owner, the Architect, and the Consultant at the completion of work:
1. Copies of all air sampling results
  2. Contractor logs
  3. Completed, signed copies of waste manifest records

1.12 REGULATIONS AND STANDARDS

- A. The Contractor shall be solely responsible for conducting this project and supervising all work in a manner that will be in conformance with all federal, state, and local regulations and guidelines pertaining to lead abatement. Specifically, the Contractor shall comply with the requirements of the following:
1. State of Connecticut, Department of Energy and Environmental Protection (CTDEEP)
    - a. Section 22a-209-1 through 22a-209-16 - Solid Waste Management Regulations.
    - b. Section 22a-449(c)-100 through 22a-449(c) 110 and 22a-449(c)-11 - Hazardous Waste Management Regulations.
  2. Occupational Safety and Health Administration (OSHA)
    - a. Title 24 CFR, Part 35 - Lead Based Paint Poisoning Prevention.
    - b. Title 29 CFR, Part 1910.134 - Respiratory Protection.
    - c. Title 29 CFR, Part 1910.146 - Permit-Required Confined Spaces.
    - d. Title 29 CFR, Part 1926.21 - Safety Training.
    - e. Title 29 CFR, Part 1926.28 - Personal Protective Equipment.
    - f. Title 29 CFR, Part 1926.55 - Gases, Vapors, Fumes, Dusts, and Mists.

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- g. Title 29 CFR, Part 1926.57 - Ventilation.
- h. Title 29 CFR, Part 1926.59 - Hazard Communication.
- i. Title 29 CFR, Part 1926.62 - Lead.
- j. Title 29 CFR, Part 1926.103 - Respiratory Protection.
- 3. Environmental Protection Agency (EPA)
  - a. Title 40 CFR, Part 260 - Hazardous Waste Management Systems: General.
  - b. Title 40 CFR, Part 261 - Identification and Listing of Hazardous Waste.
  - c. Title 40 CFR, Part 262 - Generators of Hazardous Waste.
  - d. Title 40 CFR, Part 263 - Transporters of Hazardous Waste
  - e. Title 40 CFR, Part 264 - Owners and Operators of Hazardous Waste Treatment, Storage, and Disposal Facilities
  - f. Title 40 CFR, Part 265 - Interim Status Standards for Owners and Operators of Hazardous Waste Treatment, Storage, and Disposal Facilities
  - g. Title 40 CFR, Part 268 - Land Disposal Restrictions
  - h. Title 40 CFR, Part 745, Subpart F - Disclosure of Known LBP and/or LBP Hazards upon Sale or Lease of Residential Property.
  - i. Title 40 CFR, Part 745, Subpart L - LBP Activities.
  - j. Title 40 CFR, Part 745, Subpart Q - State and Indian Tribal Programs.
  - k. Title 40 CFR, Part 745.80-92 – Renovation, Repair, and Painting Rule (RRP Rule)
- 4. Department of Transportation (DOT)
  - a. Title 49 CFR, Parts 171 to 180 - Hazardous Materials Regulations
- 5. Department of Housing and Urban Development (HUD)
  - a. Title 24 CFR, Part 35, Subpart B-R – Lead Safe Housing Rule

### 1.13 QUALITY ASSURANCE

- A. Hazard Communication Program
  - 1. The Contractor shall establish and implement a Hazard Communication Program as required by Title 29 CFR, Part 1926.59.
- B. Compliance Plan (Site Specific)
  - 1. The Contractor shall establish a written compliance plan that is site-specific, to include the following:
    - a. A description of work activity involving lead including equipment used, material included, controls in place, crew size, employee job responsibilities, operating procedures, and maintenance practices.
    - b. Methods of engineering controls used to control lead exposure.
    - c. The proposed technology the Contractor will implement in meeting the PEL.
    - d. Air monitoring data documenting the source of lead emissions.
    - e. A detailed schedule for implementing the program, including documentation of appropriate supply of equipment, etc.
    - f. Proposed work practice that establishes proper protective work clothing, housekeeping methods, hygiene facilities, and practices.
    - g. Worker rotation schedule, if proposed, to reduce Time-Weighted Average (TWA).
    - h. A description of methods for informing workers of potential lead exposure.
- C. Hazardous Waste Management
  - 1. The Contractor shall establish a Hazardous Waste Management Plan, which shall comply with applicable regulations and address the following:
    - a. Identification of hazardous wastes
    - b. Estimated quantity of waste to be disposed
    - c. Names and qualifications of each sub-contractor that will be transporting, storing, treating, and disposing wastes
    - d. Disposal facility location and 24-hour point of contact
    - e. Establish EPA state hazardous waste and identification numbers if applicable
    - f. Names and qualifications (experience and training) of personnel who will be working on site with hazardous wastes

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- g. List of waste handling equipment to be used in performing the work to include cleaning, volume reduction, if applicable, and transport equipment
- h. Qualifications of laboratory to be utilized for TCLP sampling and analysis
- i. Spill prevention, containment, and cleanup contingency measures
- j. Work plan and schedule for waste containment, removal, treatment, and disposal

**D. Medical Examinations**

- 1. Before exposure to lead contaminated dust, provide workers with a comprehensive medical examination as required by Title 29 CFR, Parts 1910.1025 and 1926.62.
- 2. The examination shall not be required if adequate records show that employees have been examined as required by Title 29 CFR, Part 1926.62 within the last year.
- 3. Medical examination shall include, at a minimum, approval to wear respiratory protection and biological monitoring.

**E. Training**

- 1. The Contractor shall ensure that workers are trained to perform lead paint disturbing activities and disposal operations prior to the start of work in accordance with OSHA Lead in Construction Title 29 CFR, Part 1926.62 regulations.
- 2. The Contractor shall ensure that **all** workers are trained to perform lead paint disturbing activities and disposal operations prior to the start of work in accordance with HUD Lead Safe Housing Rule Title 24 CFR, Part 35, and Subparts B-R. The following training courses meet this requirement:
  - a. HUD/EPA course “Work Smart, Work Wet, and Work Clean to Work Lead Safe” (8 hours) with current RRP refresher.
  - b. HUD/NARI course “The Remodeler’s and Renovator’s Lead Based Paint Training Program” (8 hours) with current RRP refresher.
  - c. HUD “Lead Safe Work Practices” (8 hours) with current RRP refresher.
  - d. EPA RRP Lead Safe Renovator training (8 hours)
- 3. The Contractor shall ensure that a “Certified Renovator” be assigned to the project as required by EPA RRP Rule Title 40 CFR, Part 745.80-92.

**F. Respiratory Protection Program**

- 1. The Contractor shall furnish each employee required to wear a negative pressure respirator with a respirator fit test at the time of initial fitting and at least once every six (6) months thereafter as required by Title 29 CFR, Part 1926.62.
- 2. The Contractor shall establish a Respiratory Protection Program in accordance with American National Standards Institute (ANSI) Z88.2, Title 29 CFR, Parts 1910.134 and 1926.62.

**1.7 PERSONAL PROTECTION**

**A. Exposure Assessment**

- 1. The Contractor shall determine if any worker will be exposed to lead at or above the action level.
- 2. The exposure assessment shall identify the level of exposure a worker would be subjected to without respiratory protection.
- 3. The exposure assessment shall be achieved by obtaining personal monitoring samples representative of a full shift at least (8 hour time TWA).
- 4. During the period of the exposure assessment, the Contractor shall institute the following procedures for protection of workers.
  - a. Protective clothing
  - b. Respiratory protection
  - c. Change areas
  - d. Hand washing facilities and shower
  - e. Biological monitoring
  - f. Training of workers

**B. Respiratory Protection**

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1. The Contractor shall furnish appropriate respirators approved by NIOSH/Mine Safety and Health Administration (MSHA) for use in atmospheres containing lead dust.
2. Respirators shall comply with the requirements of Title 29 CFR, Part 1926.62.
3. Workers shall be instructed in all aspects of respiratory protection.
4. The Contractor shall have an adequate supply of HEPA filter elements and spare parts on site for all types of respirators in use.
5. The following minimum respirator protection for use during paint removal and surfaces with lead paint shall be the half- mask air purifying respirator with high efficiency filters for exposures (not in excess of 500 micrograms/cubic meter ( $\mu\text{g}/\text{m}^3$ ) or 10 x PEL).

C. Protective Clothing

1. Personal protective clothing shall be provided for all workers, supervisors, and authorized visitors entering the work area.
2. Each worker shall be provided with a minimum of two complete disposable coverall suits.
3. Removal workers shall not be limited to two suits, and the Contractor shall supply additional suits as necessary.
4. Under no circumstances shall anyone entering the abatement area be allowed to re-use a contaminated disposable suit.
5. Disposable suits, such as Tyvek<sup>TM</sup> or equivalent suits, and other personal protective equipment (PPE) shall be donned prior to entering the lead control area. A change room shall be provided for workers to put on suits and other personal protective equipment with separate areas to store their street clothes.
6. Eye protection for personnel engaged in lead operations shall be furnished when the use of a full-face respirator is not required.
7. Goggles with side shields shall be worn when working with power tools or a material that may splash or fragment, or if protective eye wear is specified on the Safety Data Sheet (SDS) for a particular product to be used on the project.

1.8 PERSONAL MONITORING

- A. General. The Contractor is required to perform the personal air sampling activities during lead paint disturbing work. The results of such sampling shall be posted, provided to individual workers and submitted to the Owner as described herein.
- B. Sampling. Air samples shall be collected for the duration of the work shift or for eight hours, whichever is less. Personal samples need not be taken every day after the first day if working conditions remain unchanged, but must be collected each time there is a change in removal operations, either in terms of the location or the type of work. Sampling will be used to determine eight hour TWA. The Contractor is responsible for personal sampling as outlined in OSHA Title 29 CFR, Parts 1910.1025 and 1926.62.
- C. Sampling Results. Air sampling results shall be reported to individual workers in written form no more than 48 hours after the completion of a sampling cycle. The reporting document shall list each sample's result, sampling time and date, personnel monitored and their social security numbers, flow rate, sample duration, sample yield, cassette size, and analysts' name and company, and shall include an interpretation of the results. Air sample analytical results will be reported in  $\mu\text{g}/\text{m}^3$ .
- D. Testing Laboratory. The Contractor's testing lab shall be participating in American Industrial Hygiene Association's (AIHA) Environmental Lead Laboratory Accreditation Program (ELLAP). The Contractor shall submit to the Consultant for review and acceptance, the name and address of the laboratory, certification(s) of AIHA participation, a listing of relevant experience in air lead analysis, and presentation of a documented Quality Assurance and Quality Control Program. Any deviations from these specifications require written approval from the Owner and Consultant.

2.1 GENERAL

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- A. Any substitution in materials, equipment, or methods to those specified shall be approved by the Architect and the Consultant prior to use. Any requests for substitution shall be provided in writing to the Owner, the Architect, and the Consultant. The request shall clearly state the rationale for the substitution.
- B. Submit to the Architect and the Consultant product data of all materials and equipment and samples of all materials to be considered as an alternate.
- C. Product data shall consist of manufacturer; catalog sheets, brochures, diagrams, schedules, performance charts, illustrations, SDS, and other standard descriptive data. Submittal data shall be clearly marked to identify pertinent materials, products or equipment and show performance characteristics and capacities.
- D. Samples shall be of sufficient size and quantity to clearly illustrate the functional characteristics of the product or material with integrally related parts and attachment devices.

## 2.2 MATERIALS AND PRODUCTS

- A. Deliver all materials in the original packages, containers, or bundles bearing the name of the manufacturer and the brand name and product technical description.
- B. Damaged or deteriorating materials shall not be used and shall be removed from the premises.
- C. The Contractor shall have available sufficient inventory or dated purchase orders for materials necessary for the job including protective clothing, respirators, filter cartridges, polyethylene sheeting of proper size and thickness, tape, cleaning chemicals, and air filters.
- D. Materials
  - 1. Polyethylene sheet in a roll size to minimize the frequency of joints shall be delivered to job site with factory label indicating 6-mil.
  - 2. Polyethylene disposable bags shall be 6-mil. Tie wraps for bags shall be plastic, five-inches long (minimum), pointed and looped to secure filled plastic bags.
  - 3. Tape or spray adhesive will be capable of sealing joints in adjacent polyethylene sheets and for attachment of polyethylene sheet to finished or unfinished surfaces of dissimilar materials and capable of adhering under both dry and wet conditions, including use of amended water.
  - 4. Impermeable containers are to be used to receive and retain any lead containing or contaminated materials until disposal at an acceptable disposal site.
    - a. The containers shall be labeled in accordance with EPA and DOT standards.
  - 5. HEPA filtered exhaust systems shall be used during powered dust generating abatement operations. The use of powered equipment without HEPA exhausts is prohibited.
  - 6. Detergent shall be a high phosphate content lead specific cleaning agent.
    - a. Chemical paint removal agents shall not contain methylene chloride. Chemical removers used on masonry surfaces shall contain anti-stain formulation that inhibits discoloration of stone, granite, or brick. Chemical removers used on wood surfaces shall not raise or discolor the surface being abated.
  - 7. Chemical removal agent neutralizer shall be compatible with the substrate which they are applied to and the chemical stripper they are used in conjunction with.

## 2.3 TOOLS AND EQUIPMENT

- A. Tools and equipment shall be suitable for lead removal.
- B. Air monitoring equipment shall be of the type and quantity required to monitor operations and conduct personnel exposure surveillance in accordance with OSHA requirements.
- C. Electrical equipment, protective devices and power cables shall conform to all applicable codes.
- D. Shower stalls and plumbing shall include sufficient hose length and drain system or an acceptable alternate. One shower stall shall be provided for each eight workers.

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- E. Vacuum units, of suitable size and capabilities for the project, shall have HEPA filters capable of trapping and retaining at least 99.97 percent of all monodispersed particles of three micrometers in diameter or larger.
- F. Ladders and/or scaffolds shall be of adequate length, strength and sufficient quantity to support the work schedule. Scaffolds shall be equipped with safety rails and kick boards in compliance with OSHA requirements.
- G. For manual scraping activities, Contractor shall supply each worker with multiple newly sharpened scrapers on a daily basis.
- H. Sanders, grinders, wire brushes and needle gun removal equipment shall be equipped with a HEPA-filtered vacuum dust removal system.
- I. Other materials such as lumber, nails and hardware necessary to construct and dismantle the decontamination enclosures and the barriers that isolate the work area shall be provided as appropriate for the Work.

**3.1 PRE-ABATEMENT MEETING**

- A. Prior to the start of work a Pre-Construction Meeting will be scheduled and must be attended by the Contractor and any Sub-Contractors. The assigned Contractor Supervisor is also required to attend this meeting.
- B. A detailed project schedule and project submittals shall be presented by the Contractor at the Pre-Construction Meeting. Variations, amendments, and corrections to the presented schedule will be discussed, and the Owner, the Architect, and the Consultant will inform the Contractor of any scheduling adjustments for this project.
- C. Following the Pre-Construction Meeting, the Contractor shall submit a revised schedule (if needed) no later than one week after the meeting.

**3.2 WORKER HYGIENE PRACTICES**

- A. **Work Area Entry.** Workers shall don personal protective equipment prior to entering work area, including respiratory protection, disposable coveralls, gloves, headgear, and footwear.
- B. **Work Area Departure.** While leaving respirators on, workers shall remove all gross contamination, debris, and dust from disposable coveralls and proceed to change room and remove coveralls and footwear and place in hazardous waste disposal container.
- C. **Wash Facilities.** All workers must wash their hands and faces upon leaving the work area.
- D. **Equipment.** All equipment used by workers inside the work area shall be wet wiped or bagged for later decontamination before removal from the work area.
- E. **Prohibited Activities.** Under no circumstances shall workers eat, drink, smoke, chew gum, or tobacco, or remove their respirators in the work area.
- F. **Shock Hazards.** The Contractor shall be responsible for using safe procedures to avoid electrical hazards. All temporary electrical wiring will be protected by ground fault circuit interrupters (GFI).

**3.3 GENERAL WORK AREA PREPARATION – LEAD CONTROL AREA**

- A. A Competent Person shall be at the Site at all times to ensure the establishment of proper separation of the work area from occupied areas and proper work practices are followed through project completion.

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- B. Where necessary, shut down electrical power. Provide Ground Fault Circuit Interrupters (GFCI) devices, temporary power, and temporary lighting installed in compliance with the applicable electrical codes. All installations are to be made by a State of Connecticut-licensed electrician.
- C. Deactivate and/or isolate heating, cooling, and ventilating (HVAC) air systems or zones to prevent contamination and lead containing dust dispersal to other areas of the structure. During the work, vents within the work area shall be covered with one layer of 6-mil polyethylene sheeting sealed with duct tape and glue.

#### 3.4 WORK AREA PREPARATION FOR EXTERIOR PAINT REMOVAL

- A. Install isolation barrier on the interior side of the window and door openings. Protection shall be affixed to the interior finish surfaces to isolate window and door openings scheduled for defective LBP removal to the exterior. One layer of 6-mil polyethylene sheeting shall create the isolation barrier between the exterior and interior of the building.
- B. Install ground protection on the exterior of the building in the area of work. Protection shall include a single layer of 6-mil reinforced polyethylene sheeting securely fastened to foundation extending out a minimum of 10 feet in each direction. Build a small curb at perimeter of sheeting to contain any paint chips and/or dust.
- C. Install caution tape at boundary of the ground protection to demarcate the regulated area. Post warning signs meeting the requirements of OSHA Title 29 CFR, Part 1926.62 at each work area. In addition, signs shall be posted at all approaches to areas so that employees may read the sign and take the necessary protective steps before entering the area.
- D. Doors and windows within 10 feet of the work area shall be closed and sealed with isolation barriers consisting of 6-mil polyethylene sheeting taped and glued.
- E. Place all required tools and equipment in the work area so that workers will not have to leave the area. This will avoid stepping off the protective sheeting.
- F. Use protective shoe covers, tack pads or have available cleaning materials to wipe off shoes prior to stepping off the protective sheeting.

#### 3.5 GENERAL WORK PROCEDURES

- A. The Contractor shall have a designated "competent person" on the job at all times to ensure proper work practices throughout the project.
- B. The Contractor shall regulate the work area as required for compliance with OSHA regulation Title 29 CFR, Part 1926.62 to prohibit non-trained workers from entering areas where defective LBP will be disturbed.
- C. The Contractor shall establish a wash facility remote from the work area.

#### 3.6 WORK PROCEDURES FOR EXTERIOR PAINT REMOVAL

- A. Prior to the removal of the defective LBP, the Contractor shall ensure that work area preparation has been conducted in accordance with Section 3.2 through 3.4 of this Specification.
- B. Wet down paint that is to be removed to reduce the amount of dust generated during the removal process.
- C. If chemical stripper is utilized to remove defective LBP, the Contractor shall ensure the following:
  - 1. Apply chemical stripper in quantities and for duration's specified by manufacturer.
  - 2. Remove defective LBP from surface down to bare substrate with no trace of residual pigment. Use hand sanding and hand scraping to supplement chemical methods as required to remove residual pigment.

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3. Apply neutralizer compatible with substrate and chemical agent to substrate following removal in accordance with manufacturer's instructions.
  4. Protect adjacent surfaces from damage by chemical removal methods.
  5. Maintain a portable eyewash station in the work area.
- D. If wet scraping/wet sanding is utilized to remove defective lead based paint, the Contractor shall ensure the following:
1. Remove loose paint from work surfaces by first "misting" the surface and then carefully scraping any loose paint. Keep surfaces wet during the entire operation.
  2. Remaining paint edges can be "feathered" by wet sanding with damp sandpaper.
- E. The following paint removal methods are prohibited:
1. The use of heat guns, or any blasting media, or power tool assisted grinding, sanding, cutting, or wire brushing without the use of HEPA vacuum dust collection systems to remove LBP is prohibited.
  2. Welding or torch cutting of materials painted with LBP is prohibited. Where cutting, welding, rivet busting, or torch cutting of materials is required, prior removal of the LBP shall be performed in the affected area.
  3. Dry scraping.
- F. Do not damage adjacent surfaces.
- G. Initiate cleanup immediately after component removal has been completed. Remove any dust located behind the component removed.
- H. Maintain appropriate wash station within the work area.

### 3.7 WORK PROCEDURES – LIQUID ENCAPSULANT

- A. Procedures for the application of encapsulation products shall be in accordance with CTDPH guidance document Information on Applying Liquid Encapsulants to Interior Surfaces for Property Owners and Lead Professionals. Encapsulants shall be CTDPH-approved.
- B. All surfaces to be encapsulated shall be free of dirt, dust, mildew, scale, rust or other deleterious material. Properly remove all loose or peeling paint and wash down the surface with a lead specific detergent. Repair all substrate damage with an appropriate patching material.
- C. Prior to application of encapsulants, preform the tape, X-cut tape, and patch tests in accordance with CT DPH guidance document Information on Applying Liquid Encapsulants to Interior Surfaces for Property Owners and Lead Professionals to determine if the surface is suitable for encapsulation.
- D. Follow the encapsulant manufacturers printed application instructions.
- E. Do not damage adjacent surfaces.

### 3.8 DECONTAMINATION PROCEDURES

- A. All workers must wash hands and face upon leaving the work area. Wash facilities shall be provided by the removal Contractor in compliance with Title 29 CFR, Parts 1926.51(f) and 1926.62. This wash facility will consist of, at least, running potable water, towels, soap, and a HEPA vacuum.
  1. Upon leaving the work area, each worker will HEPA vacuum gross debris from work suit, remove and dispose of work suit, wash and dry face and hands, and vacuum clothes. Do not remove lead chips or dust by blowing or shaking of clothing. Wash water shall be collected, filtered, and disposed of in accordance with all applicable regulations.
- B. Operational shower facilities, remote to the work area, shall be provided by the Contractor and maintained in working order such that any worker has the option of decontamination by showering. If air monitoring data by

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the Contractor or Consultant shows that employee exposure to airborne lead exceeds  $50 \mu\text{g}/\text{m}^3$ , the following mandatory showering conditions apply:

1. Street clothes cannot be worn into the work area and shall be stored in the change room. Workers shall wear disposable suits over clothing that stays on site in the change room, or disposable suits over nylon or Tyvek<sup>TM</sup> or equivalent undergarments, or coveralls that are laundered on site.
  2. Street shoes cannot be worn into the Lead Control Area and shall be stored in the change room. Dedicated shoes that do not leave the Lead Control Area may be utilized. Work shoes covered by disposable booties may be utilized if the shoes are cleaned after each use and kept in the change room.
  3. Showers must be utilized.
- C. Ensure proper entry and exit procedures for all persons who enter and leave the Lead Control Area. Remove and containerize all visible accumulations of paint chips and associated dust and debris daily. During clean-up, utilize rags and sponges wetted with lead-specific detergent and water to minimize dust levels.

### 3.9 WORK AREA CLEAN UP

- A. Mop heads, waste water, broom heads, rags and sponges used in the clean-up activity shall be disposed as hazardous lead-containing waste.
- B. Sealed disposal containers and all equipment used in the work area shall be included in the clean-up.
- C. Clean all surfaces with HEPA filtered vacuum equipment prior to wet cleaning all surfaces within regulated area.
- D. Upon completion of defective LBP removal, the Contractor shall begin final cleaning. The Contractor shall clean and remove any contaminated material, equipment, or debris including polyethylene sheeting from the work area. The polyethylene sheeting shall first be sprayed or misted with water for dust control, the resulting removal debris removed, and then the sheeting shall be folded in upon itself.
  1. Large Debris. Large debris from demolition shall be wrapped in polyethylene sheeting at least 6-mil thick, sealed with heavy duty duct tape, and transported to dumpsters.
  2. Small Debris. Prior to picking up or collecting small debris, the surfaces of this debris shall be sprayed with a fine mist of water. The debris shall be picked up, collected, and placed into a single plastic bag, at least six mils thick. The bags shall not be overloaded, shall be securely sealed, and shall be transported to dumpster for disposal. Dry sweeping is not permitted in the work area.
  3. Sheeting. Removal of ground polyethylene sheeting and isolation barriers shall begin at the corners and be folded into the middle to contain the dust or residue. All collected polyethylene sheeting shall be placed in six mil polyethylene bags for proper disposal.
  4. HEPA Vacuuming. Once the 6-mil polyethylene sheeting is removed from the work area, cleaning shall begin with a thorough HEPA vacuuming of all surfaces, proceeding down the walls and including window and door trim and ground surfaces. The ground surfaces shall be vacuumed last, beginning at the farthest corners from the entrance to the work area.
  5. Hygiene, Cleaning Equipment and Supplies. Special attention shall be given to personal hygiene and the cleaning of supplies and/or equipment. All mop heads; sponges and rags shall be replaced or changed daily, at a minimum.

### 3.10 CONSULTANTS INSPECTION RESPONSIBILITIES

- A. The Consultant shall conduct inspection throughout the progress of the abatement project. Inspections may be conducted in order to document the progress of the abatement work as well as the procedures and practices employed by the Contractor.
- B. The Consultant shall perform the following inspections during the course of abatement activities:
  1. Pre-commencement Inspection. Pre-commencement inspections shall be performed at the time requested by the Contractor. The Consultant shall be informed 12 hours prior to the time the inspection is needed.

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If, during the course of the pre-commencement inspection, deficiencies are found, the Contractor shall perform the necessary adjustments in order to obtain compliance.

2. Work Area Inspections. Work area inspections shall be conducted on a daily basis at the discretion of the Consultant. During the course of the work inspections, the Consultant shall observe the Contractor's removal procedures, verify barrier integrity, assess project progress, and inform the Contractor of specific remedial activities if deficiencies are noted.
3. Final Visual Inspection. The Consultant, upon request of the Contractor, shall conduct a final visual inspection. After final cleaning, the inspector/code enforcement official shall perform a visual inspection to identify any remaining dust. The inspection may entail the use of a white glove.

### 3.11 WASTE DISPOSAL

- A. Disposal of hazardous lead bearing material must be in compliance with the requirements of, and authorized by, the CTDEEP, Office of Solid Waste Management and with the EPA RCRA requirements.
- B. The Consultant has not performed lead testing of potential waste stream. The anticipated wastes based on the proposed abatement work will be limited to lead based paint, cleaned dust and debris, cleaning supplies and waste materials. Wastes resulting from the proposed abatement shall be presumed hazardous lead waste for disposal and properly containerized.
- C. The following materials are likely to leach lead at hazardous levels in excess of 5 milligrams per liter (mg/L). The Contractor shall containerize and dispose the following materials as hazardous lead waste at an EPA approved treatment, storage, and disposal facility.
  1. Paint chips.
  2. Paint dust.
  3. Dust from HEPA filters and from damp sweeping.
  4. Rags, sponges, mops, HEPA filters, respirator cartridges, scrapers, and other materials used for testing, removal, and clean up.
  5. Disposable work clothes and respirator filters.
  6. Contents of HEPA vacuums used on this project.
  7. The cost of the above disposal of hazardous waste is to be provided at no additional cost to the Owner.
- D. Contractor shall wipe the following materials clean of all dust, dirt and debris and dispose the material as construction debris:
  1. Polyethylene sheeting used in removal activities other than chemical removal.
- E. Contractor shall collect the wash water generated by the worker shower and wash facilities in 55-gallon drums and filter the water using a 2-stage filtration system composed of the following:
  1. 5 micron porosity in-line cartridge particulate filter followed by activated carbon filter in-line cartridge
- F. Hold the filtered water for testing prior to discharge to the sanitary sewer. Contractor shall test the water and verify lead levels below 0.1 parts per million (ppm) and pH between 6 and 8 prior to discharge. Water that fails the testing criteria shall be treated with sodium hydroxide, pH adjusted, and retested. If the second test fails the 0.1 ppm of water test, the Contractor shall filter waste water by reverse osmosis prior to testing and discharge to the sanitary sewer.
- G. All hazardous lead waste shall be containerized in accordance with Title 49 CFR, Part 178. Label and placard each container in accordance with Title 39 CFR, Part 1926.62 and Title 40 CFR, Part 172 to identify the type of waste and the date the container was filled.
- H. The Contractor may not store containerized hazardous lead waste on the job site for in excess of 180 calendar days from accumulation start date.
- I. Contractor shall utilize a certified transporter for hazardous waste in compliance with DOT Title 49 CFR, Part 172.

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- J. Contractor shall submit the completed Uniform Hazardous Waste Manifest, EPA Form 8700-22 for each load of hazardous waste within 30 calendar days following the date the load leaves the Site. Copies of all landfill receipts will be retained by the Consultant as part of the project file. The receipts will be signed by the landfill operator upon delivery, and the quantity of debris leaving the Site and arriving at the landfill acknowledged.

END OF SECTION 028300



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SECTION 028510 – MOLD REMEDIATION

PART 1 GENERAL

1.1 RELATED DOCUMENTS

- A. The project Contract documents, including any General Supplementary Conditions, apply to this Section.
- B. Fuss & O’Neill EnviroScience, LLC Limited Hazardous Materials Inspection Report (November 2014).

1.2 CONSULTANT

- A. The Owner and the Architect may retain a Consultant for the purposes of project management and monitoring during mold abatement activities. The Consultant shall represent the Owner and the Architect in all phases of the abatement project at the discretion of the Owner. The Contractor will regard the Consultant's direction as authoritative and binding as provided herein, in matters particularly but not limited to; work area approval, monitoring results review, various segments of work completion, abatement final completion, data submission review, and daily field punch list items.

1.3 USE OF CONTRACT DOCUMENTS

- A. It shall be incumbent upon the Contractor to visit the building located at 172 Puritan Road in Fairfield, Connecticut (the “Site”) and determine what is existing, its condition, and what will be required to accomplish the Work intended by the Contract Documents.
- B. All work shall comply with the Contract Documents and with applicable codes, laws, regulations, and ordinances wherever applicable. The most stringent of all the foregoing shall govern.
- C. It is not intended that the Specifications show every detail of the Work, but the Contractor shall be required to furnish within the Contract Sum all material and labor necessary for the completion of the Work in accordance with the intent of the Specifications.
- D. In case of ambiguity among the Contract documents, the more stringent requirement as determined by the Consultant shall prevail.
- E. The Work of this Contract includes making modifications as necessary, subject to approval by Owner and the Architect in consultation with the Consultant, to correct any conflicts between the contract documents.
- F. All items, not specifically mentioned in the Specifications but implied by trade practices to complete the work, shall be included.

1.4 SITE EXAMINATION

- A. It is understood that the Contractor has examined the Site and made his own estimates of the facilities and difficulties attending the execution of the Work, and has based his price thereon.
- B. Except for unforeseeable concealed conditions as determined by the Consultant, the Contractor shall make no claim for additional cost due to the existing conditions at the site.

1.5 CONTRACTUAL QUALIFICATIONS

- A. All bidders shall submit a record of prior experience in similar projects, listing no less than three completed jobs in the past year, with all projects of similar size and scope. The Contractor shall list the experience and training of the project foremen and all on-site personnel. The information that should be included is as follows:
  - 1. Project Name and Address
  - 2. Owner's Name and Address

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3. Architect/Consultant
4. Contract Amount
5. Date of Completion
6. Extras and Changes

- B. Submit a written statement regarding whether the Contractor has ever been found out-of-compliance with federal or state asbestos and/or lead regulations pertaining to worker protection, removal, transport, or disposal.

#### 1.6 CONSTRUCTION PROGRESS SCHEDULE

- A. To assure adequate planning and execution of the Work, and to assist the Consultant in appraising the reasonableness of the Contractor's applications for payment, the Contractor shall prepare and maintain a detailed Progress Schedule.
- B. Schedule of work of this Contract shall include the notification requirements to regulatory agencies for the work if exterior materials will become friable during proposed removal operations. It shall be incumbent upon the contractor performing the asbestos removal to determine if proposed removal methods shall render the asbestos containing exterior roofing materials friable.
- C. The Contractor shall supervise and direct all work of his and other trades using his best skill and attention. The Contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the work under the Contract.
- D. Due to the nature of this construction work, the scheduling or phasing of work under this Contract may be adjusted by the Owner. As long as the Scope of Work is not altered, adjustments to the project phasing shall have no effect on the contract price.
- E. A pre-construction meeting shall be attended by the contractor and any sub-contractors. The assigned Supervisor must attend this meeting.

#### 1.7 TESTING LABORATORY SERVICES

- A. The Contractor shall submit to the Consultant the name, address and qualifications of proposed laboratories intended to be utilized for sample analysis as required by this section.

#### 1.8 ADDITIONAL GENERAL REQUIREMENTS

- A. The Contractor shall designate a Supervisor for the work to insure compliance with state and federal regulations. The Supervisor shall be the competent person as defined by OSHA regulations.
- B. The Contractor shall allow the work of this contract to be inspected if required by local, state, federal, and any other authorities having jurisdiction over such work. The Contractor shall immediately notify the Owner and Consultant and shall maintain written evidence of such inspection for review by the Owner and Consultant.
- C. The Contractor shall incur the cost of all fines resulting from regulatory non-compliance as issued by federal, state, and local agencies. The Contractor shall incur the cost of all work requirements mandated by federal, state, and local agencies as a result of regulatory non-compliance or negligence.
- D. The Contractor shall immediately notify the Owner and Consultant of the delivery of all permits, licenses, certificates of inspection, of approval, or occupancy, etc., and any other such instruments required under codes by authorities having jurisdiction, regardless of to who issued, and shall cause them to be displayed to the Owner and Consultant for verification and recording.

#### 1.9 PROJECT SCOPE OF WORK

- A. This Section includes requirements and procedures for cleaning of interior surfaces to remain, including visible

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mold contaminated surfaces.

- B. The work specified herein shall be the minimum requirements necessary to render the building dry and all surfaces within the area cleaned.
- C. The following material was determined to mold contaminated and shall be cleaned and have a mold inhibitor applied to it by the Contractor:

LOCATION	ABATEMENT ITEM	QUANTITY
Kitchen – Behind Refrigerator	Sheetrock	40 SF

- D. The Contractor shall be responsible for work area preparations, set-up, worker protection, demolition, disposal, removal, and cleaning of identified building areas and materials, as necessary.
- E. The Contractor shall be responsible for the following general requirements:
  - 1. Obtain and pay all associated fees for all approvals and permits, and submit all notifications required (these items are already in place due to other work currently in progress at the Site).
  - 2. Provide, erect, and maintain all containment work areas, barricades, and warning signs.
  - 3. Unless otherwise specified, all debris resulting from cleaning and necessary selective demolition shall become the property of the Contractor and shall be removed from the premises as regulator construction debris.
  - 4. Maintain a contained work area to eliminate building occupant exposures, and the spread of contamination to the unaffected areas of the building. Once materials have been removed from the building, the debris can be staged in a construction debris waste container for disposal as construction and demolition debris.
  - 5. Protect and preserve in operating condition, all utilities traversing the building and Site. Damage to any portion of the building due to work by the Contractor shall be repaired to the satisfaction of the Owner at no cost to the Owner.

#### 1.10 DEFINITIONS

- A. The following definitions relative to asbestos abatement may apply:
  - 1. **ACCESSIBLE** - A space easily accessed, and which can be entered or seen without performing demolition.
  - 2. **ARCHITECT** – Quisenberry Arcari Architect, LCC, 318 Main Street, Farmington, CT, 06032.
  - 3. **CATEGORIES OF WATER:** Categories of Water refer to the potential range of contamination in water, considering both the origination source and its quality after it contacts materials present at the job site. Categories as used in this Section include:
    - a. **Category 1** – Water originating from a sanitary water source and does not pose substantial risk from dermal, ingestion or inhalation exposure. Examples include, but are not limited to: broken water supply pipe lines, melting ice or snow, falling rainwater, etc..
    - b. **Category 2** – Water containing significant contamination, which has the potential to cause discomfort or sickness if contacted or consumed by humans and can contain potentially unsafe levels of microorganisms or nutrients for microorganisms, as well as other organic or inorganic matter (chemical or biological). Examples include, but are not limited to: discharge from dishwashers or washing machines, overflows from toilets, broken aquariums, or water beds, etc..
    - c. **Category 3** - Water that is grossly contaminated, which can contain pathogenic, toxigenic, or other harmful agents. Examples include, but are not limited to: broken sewer or waste pipelines, cesspools, holding tanks, wastewater, and leach fields, etc.
  - 4. **CONSULTANT** – Fuss & O'Neill EnviroScience, LLC, 56 Quarry Road, Trumbull, CT, 06611.
  - 5. **DEBRIS** - Any solid materials, including particulate substances, on a surface not intended to be present.
  - 6. **DEMOLITION** - The wrecking or taking out of any load-supporting structural member of a facility together with any related handling operations or the intentional burning of any facility.
  - 7. **EQUILIBRIUM MOISTURE CONTENT (EMC)** - A recommended moisture content of wood, which is to be matched as close as practical to the expected moisture conditions of wood in service. The EMC shall be based on average conditions for both exterior and interior applications

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8. EXPOSED - Open to view.
9. FIXED OBJECT - A piece of equipment or furniture in the Work Area, which cannot be removed from the Work Area, as determined by the Owner.
10. HIGH-EFFICIENCY PARTICULATE AIR (HEPA) - A type of filtering system capable of filtering out particles of 0.3 microns diameter from a body of air at 99.97% efficiency or greater
11. INACCESSIBLE - A space not accessible, and which cannot be entered or seen without performing demolition.
12. MECHANICAL CLEANING - Physical removal of debris and other foreign matter from building surfaces.
13. MOVEABLE OBJECT - A piece of equipment or furniture in the Work Area, which can be removed from the Work Area.
14. NON-POROUS SURFACE - Any surface of the building in contact with the air stream, which cannot be penetrated by either solutions or air. This would exclude materials such as wood, fiberboard, thermal insulation, and concrete.
15. OWNER – Martha Edwards
16. PROJECT MONITOR - The trained or certified individual employed by the Owner’s Representative contracted or employed by the building owner or contractor to supervise and/or conduct air monitoring and analysis. This individual is responsible for recognition of technical deficiencies in procedures during both planning and on-site phases of the project.
17. VISIBLY CLEAN - Determined by Visual Inspection, that all portions or components of the building are both 1) free of any visible mold growth, and 2) in the Contractor's professional judgment, capable meeting Cleaning Verification goals established herein.
18. VISUAL INSPECTION - Examination of the cleaned components of the building components to evaluate the effectiveness of the cleaning process using the human eye or another optical instrument.
19. WORK AREA - Specific area or location where the actual work is being performed, or such other area of a facility, which the Project Monitor determines to befall under the control of these Specifications.

#### 1.11 REFERENCES

- A. The current issue of each document referenced below shall govern the Work. Where conflict among requirements, or with these specifications or other project specifications exists, the more stringent requirements shall apply.
  1. Occupational Safety and Health Administration (OSHA):
    - a. Title 29 CFR, Part 1910.134 – Respiratory Protection
    - b. Title 29 CFR, Part 1926.21 – Safety Training and Education
    - c. Title 29 CFR, Part 1926.32 – Definitions
    - d. Title 29 CFR, Part 1926.51 – Sanitation
    - e. Title 29 CFR, Part 1926.59 – Hazard Communication
    - f. Title 29 CFR, Part 1926.200 – Accident Prevention Signs and Tags
    - g. Title 29 CFR, Part 1926.417 – Lockout and Tagging of Circuits
  2. United States Environmental Protection Agency (EPA)
    - a. Building Air Quality, December 1991+
    - b. Guidance Document – “Mold Remediation in Schools and Commercial Buildings”
    - c. The Institute of Inspection Cleaning and Restoration Certification (IICRC)
    - d. Standard and Reference Guide for Professional Water Damage Restoration S500.
    - e. Standard and Reference Guide for Professional Mold Remediation” S520.
  3. American National Standards Institute (ANSI)
    - a. ANSI Z9.2 – Fundamentals Governing the Design and Operation of Local Exhaust Systems
    - b. ANSI Z88.2 – Respiratory Protection
  4. American Society of Testing and Materials (ASTM)
    - a. ASTM D4442 – Direct Moisture Content Measurements of Wood and Wood Based Materials
    - b. ASTM E 84 – Surface Burning Characteristic of Building Materials
    - c. ASTM E 119 – Fire Tests of Building and Construction Materials
    - d. ASTM F 710 “Standard Practice for Preparing Concrete Floors to Receive Resilient Flooring”.
  5. Underwriters Laboratories, Inc. (UL)
    - a. UL 586 – High Efficiency, Particulate, Air Filter Units

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- b. UL 181 – Factory-Made Air Ducts and Air Connectors
- c. UL 181A – Closure Systems for Use with Rigid Air Ducts and Air Connectors

1.12 DOCUMENTATION

- A. Submit two copies of the following documentation to ensure compliance with the applicable regulations. An up-to-date current copy shall be retained at the job site at all times.
- B. Manufacturer’s Catalog Data:
  - 1. Vacuum Equipment
  - 2. Respirators
  - 3. Polyethylene Sheeting
  - 4. Airless Sprayers
  - 5. Material Safety Data Sheet (MSDS)/Safety Data Sheet (SDS) for all materials delivered to the Site
  - 6. MSDS/SDS for biocides to be used at the site
  - 7. Cleaning Chemicals
  - 8. Specialty In-Place Drying Equipment including, but not limited to; air scrubbers, desiccant or other de-humidifying equipment, hot air drying systems, air movers/fans, etc.
- C. Drawings (as applicable):
  - 1. Shop drawings to indicate details where proposed methods differ from details and layouts as may be necessary to comply with this Specification and all applicable regulations.
- D. Statements (as applicable):
  - 1. Worker Medical Certification
  - 2. Worker Training Certification
  - 3. Worker Respiratory Fit Testing
  - 4. Safety Plan
  - 5. Respirator Protection Plan
- E. Qualifications:
  - 1. The Contractor shall submit their record of experience in mold remediation and in- place drying, and provide references for verification.
  - 2. The Contractor shall provide information of a qualified supervisor that has had experience in mold remediation for approval .
  - 3. Establish and supervise in accordance with Title 29 CFR, Part 1926.21, a program for the education and training of workers in the recognition, avoidance, and prevention of unsafe conditions, and the regulations applicable to the work environment to control or eliminate any hazards or other exposure to illness or injury. Include any site specific information to address health and safety procedures unique to this project.
  - 4. Establish a written Respiratory Protection Plan in accordance with Title 29 CFR, Part 1910.134. This plan shall establish procedures governing the selection and use of respirators, and shall include such information as training in the proper use of respirators; medical examination of workers to determine whether or not they may be assigned an activity where respiratory protection is required; training in the proper use and limitations of respirators; respirator fit testing; regular inspection and evaluation of the continued effectiveness of the program; and other elements included in the standard.
- F. Records
  - 1. Records shall be maintained throughout the project to document activities performed these shall include at a minimum the following documents:
    - a. Sign-in/out Logs
    - b. Initial moisture measurement documentation
    - c. Daily humidity Records
    - d. During and Post drying moisture documentation

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- G. When rental equipment is to be used in the work, submit a copy of written notification provided to the rental company informing them of the nature of use of the rented equipment.

#### 1.13 DELIVERY, STORAGE, AND HANDLING

- A. Deliver all materials in the original packages, containers, or bundles bearing the name of the manufacturer and the brand name and product technical description. Do not use damaged or deteriorating materials.

#### 2.1 GENERAL

- A. Any substitution in materials, equipment, or methods to those specified shall be approved by the Owner prior to use. Any requests for substitution shall be provided in writing to the Owner. The request shall clearly state the rationale for the substitution.
- B. Submit to the Owner product data of all materials and equipment and samples of all materials to be considered as an alternate.
- C. Product data shall consist of manufacturer; catalog sheets, brochures, diagrams, schedules, performance charts, illustrations, safety data sheets (SDS), and other standard descriptive data. Submittal data shall be clearly marked to identify pertinent materials, products or equipment and show performance characteristics and capacities.
- D. Samples shall be of sufficient size and quantity to clearly illustrate the functional characteristics of the product or material with integrally related parts and attachment devices.

#### 2.2 MATERIALS AND PRODUCTS

- A. Deliver all materials in the original packages, containers, or bundles bearing the name of the manufacturer and the brand name and product technical description.
- B. Damaged or deteriorating materials shall not be used and shall be removed from the premises.
- C. The Contractor shall have available sufficient inventory or dated purchase orders for materials necessary for the job including protective clothing, respirators, filter cartridges, polyethylene sheeting of proper size and thickness, tape, cleaning chemicals, and air filters.
- D. Materials
  1. Polyethylene sheet in a roll size to minimize the frequency of joints shall be delivered to job site with factory label indicating 6 mil.
  2. Polyethylene disposable bags shall be six mil. Tie wraps for bags shall be plastic, five inches long (minimum), pointed and looped to secure filled plastic bags.
  3. Tape or adhesive spray will be capable of sealing joints in adjacent polyethylene sheets and for attachment of polyethylene sheet to finished or unfinished surfaces of dissimilar materials and capable of adhering under both dry and wet conditions, including use of amended water.
  4. Impermeable containers are to be used to receive and retain any lead containing or contaminated materials until disposal at an acceptable disposal site. (The containers shall be labeled in accordance with EPA and DOT standards.)
  5. HEPA filtered exhaust systems shall be used during powered dust generating abatement operations. The use of powered equipment without HEPA exhausts is prohibited.
  6. Cleaning disinfectant, such as product manufactured by Fiberlock Technologies, Inc., IAQ 2500, or equivalent.
  7. Mold resistant coating such as Fiberlock Technologies, IAQ 6000, or equivalent.

#### 2.3 TOOLS AND EQUIPMENT

- A. Tools and equipment shall be suitable for work specified.

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- B. Air monitoring equipment shall be of the type and quantity required to monitor operations and conduct personnel exposure surveillance in accordance with OSHA requirements.
- C. Electrical equipment, protective devices and power cables shall conform to all applicable codes.
- D. Shower stalls and plumbing shall include sufficient hose length and drain system or an acceptable alternate. One shower stall shall be provided for each eight workers.
- E. Vacuum units, of suitable size and capabilities for the project, shall have HEPA filters capable of trapping and retaining at least 99.97 percent of all monodispersed particles of three micrometers in diameter or larger.
- F. Ladders and/or scaffolds shall be of adequate length, strength and sufficient quantity to support the work schedule. Scaffolds shall be equipped with safety rails and kick boards in compliance with OSHA requirements.
- G. For manual scraping activities, Contractor shall supply each worker with multiple newly sharpened scrapers on a daily basis.
- H. Sanders, grinders, wire brushes and needle gun removal equipment shall be equipped with a HEPA filtered vacuum dust pick-up system.
- I. Other materials such as lumber, nails and hardware necessary to construct and dismantle the decontamination enclosures and the barriers that isolate the work area shall be provided as appropriate for the work.
- J. Dehumidification Equipment such as conventional refrigerant dehumidifiers, low grain refrigerant (LGR) or high capacity desiccant dehumidifiers as deemed necessary based on conditions necessary to achieve in place drying as determined by Contractor and Project Monitor.
- K. Hot Air (Ventilated) Drying Systems utilized to increase temperature and ventilate space to lower relative humidity levels for enhanced drying operations as determined appropriate including for dense wood materials such as hardwoods.

**3.1 PRE-ABATEMENT MEETING**

- A. Prior to the start of work a Pre-Construction Meeting will be scheduled and must be attended by the Contractor and any Sub-Contractors. The assigned Contractor Supervisor is also required to attend this meeting.
- B. A detailed project schedule and project submittals shall be presented by the Contractor at the Pre-Construction Meeting. Variations, amendments, and corrections to the presented schedule will be discussed, and the Owner and Consultant will inform the Contractor of any scheduling adjustments for this project.
- C. Following the Pre-Construction Meeting, the Contractor shall submit a revised schedule (if needed) no later than one week after the meeting..

**3.2 HEALTH AND SAFETY**

- A. Safety Standards: Remediation Contractor shall comply with all applicable federal, state, and local requirements for protecting the safety of the Contractor's employees, building occupants, and the environment. In particular, all applicable standards of the OSHA shall be followed when working in accordance with this specification.
- B. Occupant Safety: No processes or materials shall be employed in such a manner that they will introduce hazards into building spaces.
- C. Work Area Entry. Workers shall don personal protective equipment prior to entering work area, including respiratory protection, disposable coveralls, gloves, headgear, and footwear.

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- D. Work Area Departure. While leaving respirators on, workers shall remove all gross contamination, debris, and dust from disposable coveralls and proceed to change room and remove coveralls and footwear and place in hazardous waste disposal container.
- E. Hand washing Facilities. All workers must wash their hands and faces upon leaving the work area.
- F. Equipment. All equipment used by workers inside the work area shall be wet wiped or bagged for later decontamination before removal from the work area.
- G. Prohibited Activities. Under no circumstances shall workers eat, drink, smoke, chew gum, or tobacco, or remove their respirators in the work area.
- H. Shock Hazards. The Contractor is responsible for using safe procedures to avoid electrical hazards. All temporary electrical wiring will be protected by ground fault circuit interrupters (GFI).

### 3.3 PERSONAL PROTECTION

- A. The Contractor shall have in place a Site-Specific Safety and Health Plan (SSHP), a Respiratory Protection Plan in accordance with the requirements of OSHA.
- B. Minimum Respirators include N95 rated respirators (half- face respirator) equipped with appropriate HEPA filter cartridge.
- C. Where spray applications of products will be used, a half-face or full-face air purifying respirator (APR) equipped with a HEPA filter cartridge shall be used. For spray applications in addition to HEPA filtration, a cartridge for vapor and gases should also be used (combination filter).
- D. Workers shall be provided with appropriate personal protective disposable clothing during spray application of disinfectants. Gloves and eye protection as required by manufacturer of disinfectants shall also be utilized.
- E. The Contractor shall ensure that all workers who may wear respiratory protection have undergone a medical examination and questionnaire to ensure that they can wear designated respiratory protective equipment.

### 3.4 GENERAL WORK AREA PREPARATION

- A. A Competent Person shall be on the job at all times to ensure the establishment of proper separation of the work area from occupied areas, and proper work practices are followed through project completion.
- B. Where necessary, shut down electrical power. Provide Ground Fault Circuit Interrupters (GFCI) devices, temporary power, and temporary lighting installed in compliance with the applicable electrical codes. All installations are to be made by a Connecticut-licensed electrician.
- C. Deactivate and/or isolate heating, ventilation and air conditioning (HVAC) systems or zones to prevent contamination and fiber dispersal to other areas of the structure. During the work, vents around the work area shall be sealed with one layer of 6-mil polyethylene sheeting duct taped and glued.
- D. The Contractor shall establish the perimeter boundaries and containment limits for mold remediation work. During the work, the work area shall be demarcated to prevent entry by unauthorized personnel.

### 3.5 WORK AREA PREPARATION

- A. The remediation containment and work procedures shall be as recommended by the EPA guidance document entitled "Mold Remediation in Schools and Commercial Buildings" and the IICRC entitled "Standard and Reference Guide for Professional Mold Remediation" S520.

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- B. The work areas shall be established in accordance with the following categories per EPA guidelines as limited containment or S520 Category 1 based on conditions that will be remediated. Work Areas shall be prepared as follows.
1. Limited containment per EPA guidance document entitled “Mold Remediation in Schools and Commercial Buildings”.
  2. Enclose the mold-containing area with a single layer of 6-mil polyethylene sheeting;
  3. Provide a double- flapped curtain doorway at entrance to the work area entrance using 6-mil polyethylene sheeting that is tightly sealed with duct tape. Flaps shall be mounted on contaminated side of room such that if negative pressure systems should cease to operate (such as power failure) flaps will close and restrict spread of contamination to unaffected areas.
  4. Contractor shall establish a full decontamination unit contiguous to the work area.
  5. Provide negative air filtration units (AFD) with HEPA filters vented directly to the exterior of the building to ensure that a minimum of 4 air changes per hour are maintained in the work area.
  6. For use of biocides or fungicide disinfectants, the Contractor shall strictly comply with manufacturer recommendations for use of these products including provisions for additional ventilation during use and methods to contain runoff during any spray applications

### 3.6 CLEANING METHODOLOGY

- A. Source Removal Cleaning Methods: The buildings components to remain shall be cleaned by cleaning methods designed to extract contaminants from the building components and safely remove contaminants from the facility. It is the Contractor’s responsibility to select removal methods that will render the building components visibly clean and capable of passing cleaning verification methods and other specified tests, in accordance with all general requirements. No cleaning method, or combination of methods, shall be used which could potentially damage building components to remain.
1. All methods used shall incorporate the use of vacuum collection devices that are operated continuously during cleaning. The vacuum collection device must be of sufficient power to render all areas being cleaned under negative pressure, such that containment of debris and the protection of the indoor environment are assured.
  2. All methods require damp wiping to dislodge debris adhered to building component surfaces, such that debris may be safely conveyed to damp cloths or vacuum collection devices.
- B. Mold Inhibitor Agents and Coatings:
1. Mold Inhibitor Agents shall be applied, and shall receive prior approval by the Owner and Project Monitor. Mold Inhibitor agents will be applied only after removal of items required to be removed under selective demolition. Mold Inhibitor shall be applied to the surfaces remaining after removal of any mold damaged material.
  2. Application of any Mold Inhibitor Agents used to control the growth of fungal or bacteriological contaminants shall be performed after the removal of surface deposits and debris from surfaces.
  3. Only Mold Inhibitor Agents registered by the EPA specifically for use in buildings shall be used. Mold Inhibitor agents shall be clear.
  4. Mold Inhibitor Agents shall be applied in strict accordance with manufacturer’s instruction.
  5. Mold Inhibitor coating products for both porous and non-porous surfaces shall be EPA- registered, water soluble solutions with supporting efficacy data and MSDS/SDS records.
  6. Mold Inhibitor coatings shall be applied according to manufacturer’s instructions. Coatings shall be sprayed directly onto surfaces, rather than “fogged” onto surfaces. A continuous film must be achieved on the surface to be treated by the coating application. Application of any Mold Inhibitor coatings shall be in strict accordance with manufacturer’s minimum millage surface application rate standards for effectiveness.

### 3.7 REMEDIATION PROCEDURES

- A. There are presently no regulatory requirements with regard to mold remediation in the State of Connecticut. The project involves the removal of mold or mold contaminated building materials in accordance with standard practices and recommended procedures as detailed by the EPA and IICRC.

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- B. The Contractor shall ensure that workers and other trade persons are notified of the nature of the work involving mold. Workers requesting respiratory protection must be afforded proper respiratory protection as recommended.
- C. The Contractor shall perform required remediation work involving demolition of interior finishes containing mold as described in this specification.
- D. Removal of Mold- Impacted Building Materials
  - 1. The following procedures shall be implemented for removal of mold -impacted building materials:
    - a. Once the area has been identified, selective demolition shall be performed to access and remove mold contaminated materials.
    - b. Mold contaminated materials shall be wet-misted during removal to control airborne dispersion of mold spores.
    - c. Materials with visible suspect mold shall be removed in large sections to the extent feasible to minimize disturbance.
    - d. Removed materials shall be transported from the basement to outside of the building through a contained area to prevent the airborne dispersion of mold spores.
    - e. Adjacent surfaces shall be vacuumed using HEPA vacuums and damp- wiped with water and detergent or disinfectant.
    - f. Surfaces damp wiped shall be visibly free of suspect mold and shall be immediately dried to discourage continued mold growth.
    - g. Surfaces remaining shall be coated with a an application of mold resistant coating such as "Fiberlock IAQ 6100" acrylic coating to prevent future mold growth, color white or as otherwise requested by the Owner.
    - h. All debris, dust, dirt and other materials shall be properly removed from the work area and properly containerized.
    - i. A visual inspection and post verification mold sampling shall be performed by the Project Monitor to confirm successful remediation.

### 3.8 MOLD CONTAMINATED WASTE

- A. Mold contaminated waste is considered construction debris and may be disposed with other construction/demolition-related debris.

### 3.9 FINAL VISUAL INSPECTION

- A. A final visual inspection of each work area shall be conducted by the Consultant to determine if remediation as detailed herein is complete.
- B. General: Verification of building component cleanliness will be determined after the cleaning and before the application of any treatment or introduction of any treatment-related substance to the building components, including mold inhibitor and coatings.
- C. Visual Inspection: The Consultant shall inspect the various building components visually to ensure that no visible contaminants are present.
  - 1. If visible contaminants are evident through visual inspection, the work area shall be re-cleaned and subjected to re-inspection for cleanliness.

END OF SECTION 028510

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SECTION 079200 - JOINT SEALANTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. The Contractor, Subcontractors, and/or suppliers providing goods or services referenced in or related to this Section shall also be bound by the Documents identified in Division 01 Section "Summary", Paragraph 1.1A, entitled "Related Documents."

1.2 SUMMARY

- A. Section Includes:
  - 1. Urethane joint sealants.
  - 2. Latex joint sealants.

1.3 PRECONSTRUCTION TESTING

- A. Preconstruction Compatibility and Adhesion Testing: Submit to joint-sealant manufacturers, for testing indicated below, samples of materials that will contact or affect joint sealants.
  - 1. Use ASTM C 1087 to determine whether priming and other specific joint preparation techniques are required to obtain rapid, optimum adhesion of joint sealants to joint substrates.
  - 2. Submit not fewer than eight pieces of each type of material, including joint substrates, shims, joint-sealant backings, secondary seals, and miscellaneous materials.
  - 3. Schedule sufficient time for testing and analyzing results to prevent delaying the Work.
  - 4. For materials failing tests, obtain joint-sealant manufacturer's written instructions for corrective measures including use of specially formulated primers.
  - 5. Testing will not be required if joint-sealant manufacturers submit joint preparation data that are based on previous testing of current sealant products for adhesion to, and compatibility with, joint substrates and other materials matching those submitted.

1.4 PERFORMANCE REQUIREMENTS

- A. Provide elastomeric joint sealants that establish and maintain watertight and airtight continuous joint seals without staining or deteriorating joint substrates.
- B. Provide joint sealants for interior applications that establish and maintain airtight and water-resistant continuous joint seals without staining or deteriorating joint substrates.

1.5 ACTION SUBMITTALS

- A. Product Data: For each joint-sealant product indicated.
- B. Samples for Initial Selection: Manufacturer's color charts consisting of strips of cured sealants showing the full range of colors available for each product exposed to view.

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- C. Samples for Verification: For each type and color of joint sealant required, provide Samples with joint sealants in 1/2-inch- wide joints formed between two 6-inch- long strips of material matching the appearance of exposed surfaces adjacent to joint sealants.
- D. Joint-Sealant Schedule: Include the following information:
  - 1. Joint-sealant application, joint location, and designation.
  - 2. Joint-sealant manufacturer and product name.
  - 3. Joint-sealant formulation.
  - 4. Joint-sealant color.

1.6 INFORMATIONAL SUBMITTALS

- A. Product Certificates: For each type of joint sealant and accessory, signed by product manufacturer.
- B. Qualification Data: For Installer.
- C. Compatibility and Adhesion Test Reports: From sealant manufacturer, indicating the following:
  - 1. Materials forming joint substrates and joint-sealant backings have been tested for compatibility and adhesion with joint sealants.
  - 2. Interpretation of test results and written recommendations for primers and substrate preparation needed for adhesion.
- D. Product Test Reports: Based on comprehensive testing of product formulations performed by a qualified testing agency, indicating that sealants comply with requirements.
- E. Preconstruction Compatibility and Adhesion Test Reports: From sealant manufacturer, indicating the following:
  - 1. Materials forming joint substrates and joint-sealant backings have been tested for compatibility and adhesion with joint sealants.
  - 2. Interpretation of test results and written recommendations for primers and substrate preparation needed for adhesion.
- F. Warranties: Special warranties specified in this Section.

1.7 QUALITY ASSURANCE

- A. Installer Qualifications: Manufacturer's authorized Installer who is approved or licensed for installation of elastomeric sealants required for this Project.
- B. Source Limitations: Obtain each type of joint sealant through one source from a single manufacturer.
- C. Product Testing: Test joint sealants using a qualified testing agency.
  - 1. Testing Agency Qualifications: An independent testing agency qualified according to ASTM C 1021 to conduct the testing indicated.
  - 2. Test according to SWRI's Sealant Validation Program for compliance with requirements specified by reference to ASTM C 920 for adhesion and cohesion under cyclic movement, adhesion-in-peel, and indentation hardness.

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- D. Mockups: Build mockups incorporating sealant joints, as follows, to verify selections made under sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution:
  - 1. Joints in mockups of assemblies specified in other Sections that are indicated to receive elastomeric joint sealants, which are specified by reference to this Section.
  - 2. Each type of sealant and joint substrate indicated.
- E. Preinstallation Conference: Conduct conference at Project site to comply with requirements in Division 01 Section "Project Management and Coordination."

1.8 PROJECT CONDITIONS

- A. Do not proceed with installation of joint sealants under the following conditions:
  - 1. When ambient and substrate temperature conditions are outside limits permitted by joint-sealant manufacturer or are below 40 deg F.
  - 2. When joint substrates are wet.
  - 3. Where joint widths are less than those allowed by joint-sealant manufacturer for applications indicated.
  - 4. Contaminants capable of interfering with adhesion have not yet been removed from joint substrates.

1.9 WARRANTY

- A. Special Installer's Warranty: Installer's standard form in which Installer agrees to repair or replace elastomeric joint sealants that do not comply with performance and other requirements specified in this Section within specified warranty period.
  - 1. Warranty Period: Two years from date of Substantial Completion.
- B. Special Manufacturer's Warranty: Manufacturer's standard form in which elastomeric sealant manufacturer agrees to furnish elastomeric joint sealants to repair or replace those that do not comply with performance and other requirements specified in this Section within specified warranty period.
  - 1. Warranty Period: Five years from date of Substantial Completion.
- C. Special warranties specified in this Article exclude deterioration or failure of elastomeric joint sealants from the following:
  - 1. Movement of the structure resulting in stresses on the sealant exceeding sealant manufacturer's written specifications for sealant elongation and compression caused by structural settlement or errors attributable to design or construction.
  - 2. Disintegration of joint substrates from natural causes exceeding design specifications.
  - 3. Mechanical damage caused by individuals, tools, or other outside agents.
  - 4. Changes in sealant appearance caused by accumulation of dirt or other atmospheric contaminants.

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**PART 2 - PRODUCTS**

**2.1 MATERIALS, GENERAL**

- A. Compatibility: Provide joint sealants, backings, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by joint-sealant manufacturer, based on testing and field experience.
- B. VOC Content of Interior Sealants: Provide sealants and sealant primers for use inside the weatherproofing system that comply with the following limits for VOC content when calculated according to 40 CFR 59, Part 59, Subpart D (EPA Method 24):
  - 1. Architectural Sealants: 250 g/L.
  - 2. Sealant Primers for Nonporous Substrates: 250 g/L.
  - 3. Sealant Primers for Porous Substrates: 775 g/L.
- C. Stain-Test-Response Characteristics: Where sealants are specified to be nonstaining to porous substrates, provide products that have undergone testing according to ASTM C 1248 and have not stained porous joint substrates indicated for Project.
- D. Colors of Exposed Joint Sealants: As selected by Architect from manufacturer's full range.

**2.2 URETHANE JOINT SEALANTS**

- A. Multicomponent, Nonsag, Urethane Joint Sealant: ASTM C 920, Type M, Grade NS, Class 50, for Use NT.
  - 1. Products: Subject to compliance with requirements, provide one of the following:
    - a. BASF Corporation-Construction Systems; MasterSeal NP 2 (formerly Sonolastic NP2).
    - c. Pecora Corporation; Dynatrol II.
    - d. Tremco; Dymeric 240 FC.

**2.3 LATEX JOINT SEALANTS**

- A. Acrylic Latex: Acrylic latex or siliconized acrylic latex, ASTM C 834, Type OP, Grade NF.
  - 1. Products: Subject to compliance with requirements, provide one of the following:
    - a. Pecora Corporation; AC-20+.
    - b. Tremco; Tremflex 834.

**2.4 JOINT-SEALANT BACKING**

- A. General: Provide sealant backings of material and type that are nonstaining; are compatible with joint substrates, sealants, primers, and other joint fillers; and are approved for applications indicated by sealant manufacturer based on field experience and laboratory testing.
- B. Cylindrical Sealant Backings: ASTM C 1330, Type C (closed-cell material with a surface skin) as approved in writing by joint-sealant manufacturer for joint application indicated, and of size and density to control sealant depth and otherwise contribute to producing optimum sealant performance.

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- C. Bond-Breaker Tape: Polyethylene tape or other plastic tape recommended by sealant manufacturer for preventing sealant from adhering to rigid, inflexible joint-filler materials or joint surfaces at back of joint where such adhesion would result in sealant failure. Provide self-adhesive tape where applicable.

2.5 MISCELLANEOUS MATERIALS

- A. Primer: Material recommended by joint-sealant manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from preconstruction joint-sealant-substrate tests and field tests.
- B. Cleaners for Nonporous Surfaces: Chemical cleaners acceptable to manufacturers of sealants and sealant backing materials, free of oily residues or other substances capable of staining or harming joint substrates and adjacent nonporous surfaces in any way, and formulated to promote optimum adhesion of sealants to joint substrates.
- C. Masking Tape: Nonstaining, nonabsorbent material compatible with joint sealants and surfaces adjacent to joints.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine joints indicated to receive joint sealants, with Installer present, for compliance with requirements for joint configuration, installation tolerances, and other conditions affecting joint-sealant performance.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants to comply with joint-sealant manufacturer's written instructions and the following requirements:
  - 1. Remove all foreign material from joint substrates that could interfere with adhesion of joint sealant, including dust, paints (except for permanent, protective coatings tested and approved for sealant adhesion and compatibility by sealant manufacturer), old joint sealants, oil, grease, waterproofing, water repellents, water, surface dirt, and frost.
  - 2. Clean porous joint substrate surfaces by brushing, grinding, blast cleaning, mechanical abrading, or a combination of these methods to produce a clean, sound substrate capable of developing optimum bond with joint sealants. Remove loose particles remaining after cleaning operations above by vacuuming or blowing out joints with oil-free compressed air. Porous joint substrates include the following:
    - a. Concrete.
    - b. Masonry.
  - 3. Remove laitance and form-release agents from concrete.
  - 4. Clean nonporous surfaces with chemical cleaners or other means that do not stain, harm substrates, or leave residues capable of interfering with adhesion of joint sealants. Nonporous joint substrates include the following:
    - a. Metal.

b. Glass.

- B. Joint Priming: Prime joint substrates, where recommended in writing by joint-sealant manufacturer, based on preconstruction joint-sealant-substrate tests or prior experience. Apply primer to comply with joint-sealant manufacturer's written instructions. Confine primers to areas of joint-sealant bond; do not allow spillage or migration onto adjoining surfaces.
- C. Masking Tape: Use masking tape where required to prevent contact of sealant with adjoining surfaces that otherwise would be permanently stained or damaged by such contact or by cleaning methods required to remove sealant smears. Remove tape immediately after tooling without disturbing joint seal.

### 3.3 INSTALLATION OF JOINT SEALANTS

- A. General: Comply with joint-sealant manufacturer's written installation instructions for products and applications indicated, unless more stringent requirements apply.
- B. Sealant Installation Standard: Comply with recommendations in ASTM C 1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.
- C. Install sealant backings of type indicated to support sealants during application and at position required to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.
  - 1. Do not leave gaps between ends of sealant backings.
  - 2. Do not stretch, twist, puncture, or tear sealant backings.
  - 3. Remove absorbent sealant backings that have become wet before sealant application and replace them with dry materials.
- D. Install bond-breaker tape behind sealants where sealant backings are not used between sealants and backs of joints.
- E. Install sealants using proven techniques that comply with the following and at the same time backings are installed:
  - 1. Place sealants so they directly contact and fully wet joint substrates.
  - 2. Completely fill recesses in each joint configuration.
  - 3. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.
- F. Tooling of Nonsag Sealants: Immediately after sealant application and before skinning or curing begins, tool sealants according to requirements specified below to form smooth, uniform beads of configuration indicated; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint.
  - 1. Remove excess sealant from surfaces adjacent to joints.
  - 2. Use tooling agents that are approved in writing by sealant manufacturer and that do not discolor sealants or adjacent surfaces.
  - 3. Provide concave joint configuration per Figure 5A in ASTM C 1193, unless otherwise indicated.

### 3.4 CLEANING

- A. Clean off excess sealant or sealant smears adjacent to joints as the Work progresses by methods and with cleaning materials approved in writing by manufacturers of joint sealants and of products in which joints occur.

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3.5 PROTECTION

- A. Protect joint sealants during and after curing period from contact with contaminating substances and from damage resulting from construction operations or other causes so sealants are without deterioration or damage at time of Substantial Completion. If, despite such protection, damage or deterioration occurs, cut out and remove damaged or deteriorated joint sealants immediately so installations with repaired areas are indistinguishable from original work.

3.6 JOINT-SEALANT SCHEDULE

- A. Joint-Sealant Application: Exterior joints in vertical surfaces and horizontal nontraffic surfaces.
  - 1. Joint Locations:
    - a. Perimeter joints at frames of doors and windows.
    - b. Other joints as indicated.
  - 2. Urethane Joint Sealant: Multicomponent, nonsag, Class 50.
  - 3. Joint-Sealant Color: As selected by Architect from manufacturer's full range of colors, for each material.
- B. Joint-Sealant Application: Interior joints in all vertical surfaces.
  - 1. Joint Locations:
    - a. Perimeter joints between interior wall surfaces and frames/trim of doors and windows.
    - b. Other joints as indicated.
  - 2. Joint Sealant: Latex.
  - 3. Joint-Sealant Color: As selected by Architect from manufacturer's full range of colors.

END OF SECTION 079200



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SECTION 081613 – FIBERGLASS DOORS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. The Contractor, Subcontractors and/or suppliers providing goods or services referenced in or related to this Section shall also be bound by the Documents identified in Division 01 Section “Summary”, Paragraph 1.1A, entitled “Related Documents.”

1.2 SUMMARY

- A. Section Includes:
  - 1. Fiberglass entry doors.
  - 2. Composite frames.

1.3 PERFORMANCE REQUIREMENTS

- A. General: Provide door assemblies that have been designed and fabricated to comply with specified performance requirements, as demonstrated by testing manufacturer's corresponding standard systems.

1.4 SUBMITTALS

- A. Product Data: For each type of product indicated. Include construction details, material descriptions, core descriptions, and finishes.
- B. Shop Drawings: Include the following:
  - 1. Elevations of each door design.
  - 2. Details of doors, including vertical and horizontal edge details.
  - 3. Locations of reinforcement and preparations for hardware.
- C. Other Action Submittals:
  - 1. Schedule: Provide a schedule of doors prepared by or under the supervision of supplier, using same reference numbers for details and openings as those on Drawings. Coordinate with Door Hardware Schedule.
- D. Samples for Initial Selection: For units with factory-applied finishes.
  - 1. Include similar Samples of seals, gaskets, and accessories involving color selection.
- E. Product Test Reports: Based on evaluation of comprehensive tests performed by a qualified testing agency, for each type of fiberglass door.
- F. Maintenance Data: For fiberglass doors to include in maintenance manuals.

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G. Warranty: Special warranty included in this Section.

1.5 QUALITY ASSURANCE

A. Source Limitations: Obtain fiberglass doors from single source from single manufacturer.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Deliver materials palletized, wrapped, or crated to provide protection during transit and Project-site storage. Do not use nonvented plastic.

B. Store materials under cover at Project site. Place in stacks of five units maximum in a vertical position with heads up, spaced by blocking, on minimum 4-inch- high wood blocking. Do not store in a manner that traps excess humidity.

1.7 WARRANTY

A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace fiberglass doors that fail in materials or workmanship within specified warranty period.

1. Warranty shall also include installation and finishing that may be required due to repair or replacement of defective doors.
2. Warranty Period: Lifetime.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Basis-of-Design Product: Subject to compliance with requirements, provide products indicated by **Therma-Tru; Smooth Star Entry Door** or comparable product by one of the following:

1. JELD-WEN Windows and Doors.
2. Milgard Windows and Doors.

2.2 FIBERGLASS DOORS

A. General: Provide doors of design indicated.

B. Construction: Compression-molded fiberglass with full glass panels.

1. Faces: 1/16-inch thick minimum thickness, fiberglass-reinforced thermoset composite, surface lightly textured with 80-grit brushing.
  - a. Color: White.
2. Door Edges: Machinable kiln-dried pine, primed to match color of faces, lock edge reinforced with laminated veneer lumber core, lockset reinforced with solid blocking for hardware backup.
3. Door Bottom Edge: Moisture-proof and decay-proof composite.

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- 4. Core: Foamed-in-place polyurethane, CFC-free, density 2.0 pcf minimum, K-factor of 0.15 for minimum thermal transmittance.
  - a. U-Value: 0.26.
- C. Weatherstripping: Jacketed thermoset closed-cell foam, press fit in kerfs at jamb stops in frames. Extruded thermoplastic elastomer, finned and chambered design, press fit into bottom edge of doors.
- D. Frames: Milled from 5/4-inch thick kiln-dried white pine, profiled with 1/2-inch stop. Provide framed depth to match wall construction.
- E. Lockset: Manufacturer's standard multi-point locking system, shootbolt version for pairs of doors and tongue version for single doors.
  - 1. Handlesets: As selected by Architect from manufacturer's full range.
  - 2. Finish: As selected by Architect from manufacturer's full range.
- F. Hinges: Solid brass with screws plated and finished to match hardware.
- G. Threshold: Manufacturer's standard, aluminum threshold.

### 2.3 FABRICATION

- A. Fabricate doors to be rigid and free of defects, warp, or buckle.
- B. Hardware Preparation: Factory prepare doors to receive templated mortised hardware; include cutouts, reinforcement, mortising, drilling, and tapping according to the Door Hardware Schedule and templates furnished as specified in Division 08 Section "Door Hardware."
  - 1. Locate hardware as indicated, or if not indicated, according to ANSI/SDI A250.8 and ANSI/NAAMM-HMMA 861.
  - 2. Reinforce doors and frames to receive nontemplated, mortised and surface-mounted door hardware.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
- B. For the record, prepare written report, endorsed by Installer, listing conditions detrimental to performance of the Work.
- C. Proceed with installation only after unsatisfactory conditions have been corrected. Commencement of work indicates acceptance of substrates.

### 3.2 PREPARATION

- A. Drill and tap doors to receive nontemplated, mortised, and surface-mounted door hardware.

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3.3      INSTALLATION

- A.    General: Install fiberglass doors plumb, rigid, properly aligned, and securely fastened in place; comply with Drawings and manufacturer's written instructions.
  
- B.    Fiberglass Doors: Fit doors accurately in frames, within clearances specified below. Shim as necessary.
  - 1.    Non-Fire-Rated Standard Doors:
    - a.    Jams and Head: 1/8 inch plus or minus 1/16 inch.
    - b.    Between Edges of Pairs of Doors: 1/8 inch plus or minus 1/16 inch.
    - c.    Between Bottom of Door and Top of Threshold: Maximum 3/8 inch.
    - d.    Between Bottom of Door and Top of Finish Floor (No Threshold): Maximum 3/4 inch.

3.4      ADJUSTING AND CLEANING

- A.    Final Adjustments: Check and readjust operating hardware items immediately before final inspection. Leave work in complete and proper operating condition. Remove and replace defective work.
  
- B.    Clean doors promptly after installation in accordance with manufacturer's instructions. Do not use harsh cleaning materials or methods that could damage finish.

END OF SECTION 081613

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SECTION 090106.91 - WOOD FLOORING RESTORATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. The Contractor, Subcontractors, and/or suppliers providing goods or services referenced in or related to this Section shall also be bound by the Documents identified in Division 01 Section "Summary", Paragraph 1.1A, entitled "Related Documents."

1.2 SUMMARY

- A. Section includes:
  - 1. Refinishing of existing wood flooring.

1.3 SUBMITTALS

- A. Product Data: For each type of product indicated.
  - 1. Provide certification by the manufacturer that finishing products supplied comply with State of Connecticut Ozone Transportation Commission (OTC) regulations controlling use of volatile organic compounds (VOCs).

1.4 QUALITY ASSURANCE

- A. Source Limitations: For field-finished wood flooring, obtain each species, grade, and cut of wood from one source with resources to provide materials and products of consistent quality in appearance and physical properties.

PART 2 - PRODUCTS

2.1 FINISHES

- A. All products shall comply with the VOC content regulations of the Ozone Transportation Commission (OTC) effective in the State of Connecticut, for interior paints and coatings applied at Project site.
- B. Urethane Finish System: Complete water-based system of compatible components that is recommended by finish manufacturer for application indicated.
  - 1. Basis of Design Product: Subject to compliance with requirements, provide **Bona; Bona Naturale** or comparable product by one of the following:
    - a. Dura Seal, Sherwin-Williams Company (The).
    - b. Hillyard, Inc.

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2. VOC Content: When calculated according to 40 CFR 59, Subpart D (EPA Method 24), as follows:
    - a. Finish Coats and Floor Sealers: Not more than 350 g/L.
    - b. Stains: Not more than 250 g/L.
  3. Stain: Penetrating and nonfading type.
    - a. Color: As selected by Owner from manufacturer's full range.
  4. Floor Sealer: Pliable, penetrating type.
  5. Finish Coats: Formulated for multicoat application on wood flooring.
- C. Wood Filler: Compatible with finish system components and recommended by filler and finish manufacturers for use indicated. If required to match approved Samples, provide pigmented filler.
- D. Interior Wood Stain: Factory-formulated water-based penetrating wood stain for interior application applied at spreading rate recommended by manufacturer (**250 g/L**).
1. Lenmar; Waterborne Interior Wood Stain 1WB1300.
  2. Pittsburgh Paints; Olympic Premium Interior Oil Based Wood Stain, Tint Base 44500.
  3. Sherwin-Williams; Minwax Wood Finish 250 VOC Stains.

### PART 3 - EXECUTION

#### 3.1 EXAMINATION

- A. Examine substrates, areas and conditions, with Installer present, for compliance with requirements for maximum moisture content, installation tolerances, and other conditions affecting performance of wood flooring.
1. Verify that substrates comply with tolerances and other requirements specified in other Sections.
  2. Proceed with installation only after unsatisfactory conditions have been corrected.

#### 3.2 PREPARATION

- A. Remove coatings, including curing compounds, and other substances on substrates that are incompatible with installation adhesives and that contain soap, wax, oil, or silicone, using mechanical methods recommended by manufacturer. Do not use solvents.
- B. Broom or vacuum clean substrates to be covered immediately before product installation. After cleaning, examine substrates for moisture, alkaline salts, carbonation, or dust. Proceed with installation only after unsatisfactory conditions have been corrected.

#### 3.3 INSTALLATION

- A. Comply with flooring manufacturer's written installation instructions, but not less than applicable recommendations in NWFA's "Installation Guidelines: Wood Flooring."
- B. Provide expansion space at walls and other obstructions and terminations of flooring as indicated on Drawings, but not less than 1/4 inch.

- C. Wood Underlayment: Existing to remain.

### 3.4 FLOORING REPAIR

- A. Comply with the following for areas of existing wood flooring that require repair prior to refinishing:

1. Provide new flooring as required to match existing.
2. Flooring strips shall be laced into the existing floor. Each strip shall be laid out so joints in adjoining strips are as far apart as the stock permits. Each strip shall be driven into position and blind-nailed with 7d floor nails with spacing not exceeding 18 inches. Nails shall be "toe-nailed" into the piece of flooring toward the preceding piece to which it joins with end joints tight.
3. Repair all holes in flooring materials. One inch and smaller diameter holes may be plugged with matching material by removing adjacent flooring materials down to the existing sub-floor with a 1-1/2 inch drill bit. The subfloor shall remain to provide a secure seat for the plug. The plug shall be tightly fitted, fastened with epoxy glue, and shall slightly project above adjacent surfaces. Excess glue shall be removed and the area wiped clean. New flooring strips shall be provided where holes are larger than one inch in diameter.

### 3.5 FIELD FINISHING

- A. Machine-sand flooring to remove offsets, ridges, cups, raised grain and sanding-machine marks that would be noticeable after finishing. Vacuum and tack with a clean cloth immediately before applying finish. Keep sanding to a minimum.

1. Comply with applicable recommendations in NWFA's "Installation Guidelines: Wood Flooring."
2. Take great care to ensure that the minimum amount of wood is taken off when sanding the existing floor.

- B. Fill open-grained hardwood.

- C. Fill and repair wood flooring seams and defects.

- D. Apply floor-finish materials in number of coats recommended by finish manufacturer for application indicated, but not less than one coat of floor sealer and three finish coats.

1. For water-based finishes, use finishing methods recommended by finish manufacturer to minimize grain raise.

- E. Do not cover wood flooring after finishing until finish reaches full cure, and not before seven days after applying last finish coat.

### 3.6 PROTECTION

- A. Protect installed wood flooring during remainder of construction period with covering of heavy kraft paper or other suitable material. Do not use plastic sheet or film that might cause condensation.

1. Do not move heavy and sharp objects directly over kraft-paper-covered wood flooring. Protect flooring with plywood or hardboard panels to prevent damage from storing or moving objects over flooring.

3.7 INTERIOR STAIN AND NATURAL-FINISH SCHEDULE

A. Typical Wood Flooring:

1. Stain Satin-Varnish Finish: Two finish coats of clear satin varnish over a sealer coat and interior wood stain. Wipe wood filler before applying stain.
  - a. Stain Coat: Interior wood stain.
    - 1) Color: As selected by Architect / Owner.
  - b. Sealer Coat: Clear sanding sealer.
  - c. Finish Coats: Interior polyurethane-based clear satin varnish.

END OF SECTION 096400

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SECTION 099100 - PAINTING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. The Contractor, Subcontractors, and/or suppliers providing goods or services referenced in or related to this Section shall also be bound by the Documents identified in Division 01 Section "Summary", Paragraph 1.1A, entitled "Related Documents."

1.2 SUMMARY

- A. This Section includes surface preparation and the application of paint systems on the following substrates:
  - 1. Wood, interior and exterior.
  - 2. Gypsum board.
- B. Paint exposed surfaces, except where these Specifications indicate that the surface or material is not to be painted or is to remain natural. If an item or a surface is not specifically mentioned, paint the item or surface the same as similar adjacent materials or surfaces. If a color of finish is not indicated, Architect will select from standard colors and finishes available.
- C. Do not paint prefinished items, concealed surfaces, finished metal surfaces, operating parts, and labels.
  - 1. Concealed surfaces include walls or ceilings in the following generally inaccessible spaces:
    - a. Foundation spaces.
    - b. Furred areas.
    - c. Pipe spaces.
  - 2. Finished metal surfaces include the following:
    - a. Anodized or coated aluminum.
    - b. Stainless steel.
    - c. Chromium plate.
    - d. Copper and copper alloys.
    - e. Bronze and brass.
  - 3. Operating parts include moving parts of operating equipment and the following:
    - a. Valve and damper operators.
    - b. Linkages.
    - c. Sensing devices.
    - d. Motor and fan shafts.
  - 4. Labels: Do not paint over UL, FMG, or other code-required labels or equipment name, identification, performance rating, or nomenclature plates.

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1.3 DEFINITIONS

- A. General: Standard coating terms defined in ASTM D 16 apply to this Section.
1. Flat refers to a lusterless or matte finish with a gloss range below 15 when measured at an 85-degree meter.
  2. Eggshell refers to low-sheen finish with a gloss range between 20 and 35 when measured at a 60-degree meter.
  3. Semigloss refers to medium-sheen finish with a gloss range between 35 and 70 when measured at a 60-degree meter.
  4. Full gloss refers to high-sheen finish with a gloss range more than 70 when measured at a 60-degree meter.

1.4 SUBMITTALS

- A. Product Data: For each type of product indicated.
1. Material List: An inclusive list of required coating materials. Indicate each material and cross-reference specific coating, finish system, and application. Identify each material by manufacturer's catalog number and general classification.
  2. Manufacturer's Information: Manufacturer's technical information, including label analysis and instructions for handling, storing, and applying each coating material.
  3. Certification by the manufacturer that products supplied comply with State of Connecticut Ozone Transportation Commission (OTC) regulations controlling use of volatile organic compounds (VOCs).
- B. Samples for Verification: For each type of paint system and in each color and gloss of topcoat indicated.
1. Submit Samples on rigid backing, 8 inches square.
  2. Step coats on Samples to show each coat required for system.
  3. Label each coat of each Sample.
  4. Label each Sample for location and application area.
- C. Qualification Data: For firms and persons specified in the "Quality Assurance" Article to demonstrate their capabilities and experience. Include lists of completed projects with project names and addresses, names and addresses of Architects and Owners, and other information specified.
- D. Product List: For each product indicated, include the following:
1. Cross-reference to paint system and locations of application areas. Use same designations indicated on Drawings and in schedules.
  2. VOC content.

1.5 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials described below that are from same production run (batch mix) as materials applied and that are packaged for storage and identified with labels describing contents.
1. Quantity: Furnish an additional 1 gallon of each material and color applied.

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1.6 QUALITY ASSURANCE

- A. Applicator Qualifications: A firm or individual experienced in applying paints and coatings similar in material, design, and extent to those indicated for this Project, whose work has resulted in applications with a record of successful in-service performance.
- B. Mockups: Apply benchmark samples of each paint system indicated and each color and finish selected to verify preliminary selections made under sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution.
  - 1. Architect will select one surface to represent surfaces and conditions for application of each paint system specified in Part 3.
    - a. Wall Surfaces: Provide samples of at least 100 sq. ft.
  - 2. Apply benchmark samples after permanent lighting and other environmental services have been activated.
  - 3. Final approval of color selections will be based on benchmark samples.
    - a. If preliminary color selections are not approved, apply additional benchmark samples of additional colors selected by Architect at no added cost to Owner.
  - 4. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.
  - 5. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Store materials not in use in tightly covered containers in well-ventilated areas with ambient temperatures continuously maintained at not less than 45 deg F.
  - 1. Maintain containers in clean condition, free of foreign materials and residue.
  - 2. Remove rags and waste from storage areas daily.

1.8 PROJECT CONDITIONS

- A. Apply paints only when temperature of surfaces to be painted and ambient air temperatures are between 50 and 95 deg F.
- B. Do not apply paints in snow, rain, fog, or mist; when relative humidity exceeds 85 percent; at temperatures less than 5 deg F above the dew point; or to damp or wet surfaces.
- C. Do not apply paints when relative humidity exceeds 85 percent; at temperatures less than 5 deg F above the dew point; or to damp or wet surfaces.

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PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
1. Benjamin Moore & Co.
  2. PPG Architectural Finishes, Inc.; Pittsburgh Paints.
  3. Sherwin-Williams Co.

2.2 PAINT, GENERAL

- A. Material Compatibility:
1. Provide materials for use within each paint system that are compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.
  2. For each coat in a paint system, provide products recommended in writing by manufacturers of topcoat for use in paint system and on substrate indicated.
- B. VOC Content for Interior Paints and Coatings:
1. All interior paints and coatings shall comply with the VOC content regulations of the Ozone Transportation Commission (OTC) effective in the State of Connecticut. For interior paints and coatings applied at Project site, the following VOC limits, exclusive of colorants added to a tint base, when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
    - a. Flat Coatings: 100 g/L.
    - b. Nonflat Coatings: 150 g/L.
    - c. Nonflat-High Gloss Coatings: 250 g/L.
    - d. Primers, sealers and undercoaters: 200 g/L.
- C. Colors: As selected by Architect / Owner from manufacturer's full range.

2.3 EXTERIOR PRIMERS

- A. Exterior Wood Primer: Factory-formulated acrylic primer for exterior application.
1. Benjamin Moore; Fresh Start Multi-Purpose Latex Primer N023: Applied at a dry film thickness of not less than 1.2 mils.

2.4 INTERIOR PRIMERS

- A. General: Provide tinted primers as required for dark colors.
- B. Interior Gypsum Board Primer: Factory-formulated latex-based primer for interior application (**100 g/L**).
1. Benjamin Moore, Ultra Spec 500 Interior Latex Primer N534: Applied at a dry film thickness of not less than 1.8 mils.
  2. Pittsburgh Paints; 6-2 Speedhide Interior Latex Sealer Quick-Drying: Applied at a dry film thickness of not less than 1.0 mil.

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3. Sherwin-Williams; ProMar 200 Zero VOC Primer B28W2600: Applied at a dry film thickness of not less than 1.5 mils.

C. Interior Wood Primer for Acrylic-Enamel Finishes: Factory-formulated acrylic-latex-based interior wood primer (**150 g/L**).

1. Benjamin Moore; Fresh Start Multi-Purpose Latex Primer N023: Applied at a dry film thickness of not less than 1.2 mils.
2. Pittsburgh Paints; 6-2 Speedhide Interior Latex Sealer Quick-Drying: Applied at a dry film thickness of not less than 1.0 mil.
3. Sherwin-Williams; Premium Wall and Wood Primer B28W08111 Series: Applied at a dry film thickness of not less than 1.8 mils.

2.5 EXTERIOR PAINTS

A. Exterior Acrylic Paint: Factory-formulated satin acrylic-emulsion latex paint for exterior wood application.

1. Benjamin Moore, Regal Select High Build Soft Gloss Finish N403: Applied at a dry film thickness of not less than 2.0 mils.

2.6 INTERIOR PAINTS

A. Interior Flat Acrylic Paint: Factory-formulated flat acrylic-emulsion latex paint for interior application ceilings and soffits (**50 g/L**).

1. Benjamin Moore, Ultra Spec 500 Interior Flat N536: Applied at a dry film thickness of not less than 1.8 mils.
2. Pittsburgh Paints; 6-70 Series Speedhide Interior Latex Flat: Applied at a dry film thickness of not less than 1.3 mils.
3. Sherwin-Williams; ProMar 200 Zero VOC Interior Latex Flat Wall Paint B30-2600 Series: Applied at a dry film thickness of not less than 1.6 mils.

B. Interior Low-Luster Acrylic Enamel: Factory-formulated eggshell acrylic-latex interior enamel for walls (**100 g/L**).

1. Benjamin Moore, Ultra Spec 500 Interior Eggshell N538: Applied at a dry film thickness of not less than 1.8 mils.
2. Pittsburgh Paints; 6-411 Series Speedhide Interior Enamel Latex Eggshell: Applied at a dry film thickness of not less than 1.5 mils.
3. Sherwin-Williams; ProMar 200 Zero VOC Interior Latex Egg-Shell Enamel B20-2600 Series: Applied at a dry film thickness of not less than 1.6 mils.

C. Interior Acrylic Enamel for Wood Surfaces: Factory-formulated semi-gloss acrylic latex enamel (**150 g/L**).

1. Benjamin Moore; Advance Waterborne Interior Alkyd Semi-Gloss 793: Applied at a dry film thickness of not less than 1.3 mils.
2. Pittsburgh Paints; 6-500 Series SpeedHide Interior Semi-Gloss Acrylic Latex: Applied at a dry film thickness of not less than 1.4 mils.
3. Sherwin-Williams; ProMar 200 Zero VOC Interior Latex Semi-Gloss B31-2600 Series: Applied at a dry film thickness of not less than 1.7 mils.

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PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of work.
- B. Maximum Moisture Content of Substrates: When measured with an electronic moisture meter as follows:
  - 1. Wood: 15 percent.
  - 2. Gypsum Board: 12 percent.
- C. Verify suitability of substrates, including surface conditions and compatibility with existing finishes and primers.
- D. Coordination of Work: Review other Sections in which primers are provided to ensure compatibility of the total system for various substrates. On request, furnish information on characteristics of finish materials to ensure use of compatible primers.
  - 1. Notify Architect about anticipated problems when using the materials specified over substrates primed by others.
- E. Gypsum Board Substrates: Do not begin paint application until finishing compound is dry and sanded smooth.
- F. Begin coating application only after unsatisfactory conditions have been corrected and surfaces are dry.
  - 1. Beginning coating application constitutes Contractor's acceptance of substrates and conditions.

3.2 PREPARATION

- A. Comply with manufacturer's written instructions and recommendations in "MPI Architectural Painting Specification Manual" applicable to substrates indicated.
- B. Remove hardware, plates, machined surfaces, and similar items already in place that are not to be painted. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and painting.
  - 1. After completing painting operations, use workers skilled in the trades involved to reinstall items that were removed. Remove surface-applied protection if any.
- C. Clean substrates of substances that could impair bond of paints, including dirt, oil, grease, and incompatible paints and encapsulants.
  - 1. Remove incompatible primers and reprime substrate with compatible primers as required to produce paint systems indicated.
- D. Wood Substrates:
  - 1. Scrape and clean knots, and apply coat of knot sealer before applying primer.
  - 2. Sand surfaces that will be exposed to view, and dust off.
  - 3. Prime edges, ends, faces, undersides, and backsides of wood.

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4. After priming, fill holes and imperfections in the finish surfaces with putty or plastic wood filler. Sand smooth when dried.

### 3.3 APPLICATION

- A. Apply paints according to manufacturer's written instructions.
  1. Use applicators and techniques suited for paint and substrate indicated.
  2. Paint surfaces behind movable equipment and furniture same as similar exposed surfaces. Before final installation, paint surfaces behind permanently fixed equipment or furniture with prime coat only.
  3. Paint front and backsides of access panels, removable or hinged covers, and similar hinged items to match exposed surfaces.
  4. Do not paint over labels of independent testing agencies or equipment name, identification, performance rating, or nomenclature plates.
  5. Primers specified in painting schedules may be omitted on items that are factory primed or factory finished if acceptable to topcoat manufacturers.
- B. Tint each undercoat a lighter shade to facilitate identification of each coat if multiple coats of same material are to be applied. Tint undercoats to match color of topcoat, but provide sufficient difference in shade of undercoats to distinguish each separate coat.
- C. If undercoats or other conditions show through topcoat, apply additional coats until cured film has a uniform paint finish, color, and appearance.
- D. Apply paints to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracking, runs, sags, ropiness, or other surface imperfections. Cut in sharp lines and color breaks.

### 3.4 FIELD QUALITY CONTROL

- A. Dry Film Thickness Testing: Owner may engage the services of a qualified testing and inspecting agency to inspect and test paint for dry film thickness.
  1. Contractor shall touch up and restore painted surfaces damaged by testing.
  2. If test results show that dry film thickness of applied paint does not comply with paint manufacturer's written recommendations, Contractor shall pay for testing and apply additional coats as needed to provide dry film thickness that complies with paint manufacturer's written recommendations.

### 3.5 CLEANING AND PROTECTION

- A. At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from Project site.
- B. After completing paint application, clean spattered surfaces. Remove spattered paints by washing, scraping, or other methods. Do not scratch or damage adjacent finished surfaces.
- C. Protect work of other trades against damage from paint application. Correct damage to work of other trades by cleaning, repairing, replacing, and refinishing, as approved by Architect, and leave in an undamaged condition.

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- D. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.

3.6 EXTERIOR PAINT SCHEDULE

- A. Wood: Provide the following finish systems over exterior wood surfaces:

- 1. Soft Gloss Latex Finish: Two finish coats over a wood primer.
  - a. Primer: Exterior wood primer.
  - b. Finish Coats: Exterior acrylic latex.

3.7 INTERIOR PAINTING SCHEDULE

- A. Gypsum Board: Provide the following finish systems over interior gypsum board surfaces:

- 1. Flat Acrylic Finish (ceilings): Two finish coats over a primer.
  - a. Primer: Interior gypsum board primer.
  - b. Finish Coats: Interior flat acrylic paint.
- 2. Low-Luster Acrylic-Enamel Finish (Walls): Two finish coats over a primer.
  - a. Primer: Interior gypsum board primer.
  - b. Finish Coats: Interior low-luster acrylic enamel.

- B. Wood: Provide the following paint finish systems over new interior wood surfaces:

- 1. Gloss Acrylic-Enamel Finish: Two finish coats over a wood primer.
  - a. Primer: Interior wood primer for acrylic-enamel finishes.
  - b. Finish Coats: Interior acrylic enamel for wood surfaces.

END OF SECTION 099100



